

CONTRACT SUPPLEMENT  
RFP-37 Rev. 11/14/19  
Prev. Rev. 10/24/19

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.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

19 February 2020

## CONTRACT AWARD SUPPLEMENT #7

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

DESCRIPTION:

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

FOR:

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

TERM OF CONTRACT:

1 December 2017 through 31 December 2023

AGENCY REQUISITION NUMBER: 4543

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.

DISCLAIMER OF VALUE: The total Contract Award amount stated is intended solely as an estimate, and does not constitute a representation of the actual value of the Contract.

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 Contractor Information.
- Thermal Imaging Camera Systems for elevated temperature detection have been added to the Contract. Client Agencies shall use the up-charge percentage over suppliers invoice listed under Item #6 – Other Equipment and Parts. Prior approval is not required to purchase Thermal Imaging Camera Systems under this Contract.
- Client Agencies shall receive a quote(s) from the Contractor(s) prior to purchasing any Thermal Imaging Camera Systems. Client Agencies should research Thermal Imaging Camera Systems prior to purchase; insure the Thermal Imaging Camera Systems meet Federal and State requirements, policies and regulations; and select the Thermal Imaging Camera Systems that best meets the Client Agency's business needs.
- 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: **Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)**

Company Address: **10 Research Parkway, Wallingford, CT 06492**

Tel. No.: **860-256-5382**

Fax No.: **203-741-4195**

Contact Person: **Erick Barfield**

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

Company E-mail Address and/or Company Web Site: [erick.barfield@jci.com](mailto:erick.barfield@jci.com)

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

Certification Type (SBE, MBE or None):

**None**

Agrees to Supply Political SubDivisions: **Yes**

**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: **Nationwide Security Corporation**

Company Address: **65 North Branford Road Suite 8, Branford, CT 06405**

Tel. No.: **800-451-4866**

Fax No.: **203-208-0849**

Contact Person: **Brian Gouin**

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

Company E-mail Address and/or Company Web Site: [briang@nationwidesecuritycorp.com](mailto:briang@nationwidesecuritycorp.com) [www.nationwidesecuritycorp.com](http://www.nationwidesecuritycorp.com)

Certification Type (SBE, MBE or None):

**SBE**

Agrees to Supply Political SubDivisions: **Yes**

**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: **Advance Security Integration, LLC dba Security101**

Company Address: **10 Pine Street, Plainville, CT 06062**

Tel. No.: **800-991-4170**

Fax No.: **800-991-4172**

Contact Person: **Fran DellaFera – 800-991-4170 x 213      Thomas Albino – 800-991-4170 x 221**

Company E-mail Address: [fran.dellafera@security101ne.com](mailto:fran.dellafera@security101ne.com)

[Thomas.albino@security101ne.com](mailto:Thomas.albino@security101ne.com)

Company Web Site: [www.security101.com](http://www.security101.com)

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

Certification Type (SBE, MBE or None):

**SBE**

Agrees to Supply Political SubDivisions: **Yes**

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# STATE OF CONNECTICUT

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

CONTRACT AWARD NO.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

25 March 2020

## CONTRACT AWARD SUPPLEMENT #6

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

### DESCRIPTION:

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

#### FOR:

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

#### TERM OF CONTRACT:

1 December 2017 through 31 December 2023

AGENCY REQUISITION NUMBER: 4543

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.

#### 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: **Nationwide Security Corporation**

Company Address: **65 North Branford Road Suite 8, Branford, CT 06405**

Tel. No.: **800-451-4866**

Fax No.: **203-208-0849**

Contact Person: **Brian Gouin**

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

Company E-mail Address and/or Company Web Site: [briang@nationwidesecuritycorp.com](mailto:briang@nationwidesecuritycorp.com) [www.nationwidesecuritycorp.com](http://www.nationwidesecuritycorp.com)

Certification Type (SBE, MBE or None):

**SBE**

Agrees to Supply Political SubDivisions: **Yes**

Refer to next page for Supplement Information.

APPROVED \_\_\_\_\_

**LINDA LOSCHIAVO**

Contract Specialist

(Original Signature on Document in Procurement Files)

**PLEASE NOTE:**

- The following discounts and price lists have been updated effective 25 March 2020. Updated price lists are available on the DAS website under this Contract.

**Item #5 – Equipment and Parts:**

5.	EQUIPMENT AND PARTS:		
	-Refer to Section 1.12.1. of Exhibit A.		
5a.	<b><u>Panasonic:</u></b> Used for security video surveillance equipment, to include but not be limited to, cameras, monitors.		
	Percentage Discount from Manufacturer List Price:	<u>33</u> %	<u>2019</u> Price List Date
5b.	<b><u>Digital Monitoring Products (DMP):</u></b> Used for, but not limited to, security alarm panels to monitor for burglar, duress, environmental and any other security related alarms.		
	Percentage Discount from Manufacturer List Price:	<u>48</u> %	<u>April 2019</u> Price List Date
5c.	<b><u>Honeywell/Prowatch:</u></b> Used for, access control systems.		
	Percentage Discount from Manufacturer List Price:	<u>30</u> %	<u>August 28, 2019</u> Price List Date

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

CONTRACT SUPPLEMENT  
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# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

19 February 2020

## CONTRACT AWARD SUPPLEMENT #5

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

DESCRIPTION:

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

FOR:

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

TERM OF CONTRACT:

1 December 2017 through 31 December 2023

AGENCY REQUISITION NUMBER: 4543

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:**

- Refer to the next page for Contractor Information.
- This Supplement is to clarify Panasonic, Digital Monitoring Products and Honeywell/Prowatch equipment and parts listed under Item #5 – Equipment and Parts in Exhibit B. Any new equipment and parts for Panasonic, Digital Monitoring Products and Honeywell/Prowatch that are not listed on the current price list for said manufacturer, the Client Agency shall use the up-charge percentage over suppliers invoice listed under Item #6 – Other Equipment and Parts. Prior approval is not required for Panasonic, Digital Monitoring Products and Honeywell/Prowatch equipment and parts.
- 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: **Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)**

Company Address: **10 Research Parkway, Wallingford, CT 06492**

Tel. No.: **860-256-5382**

Fax No.: **203-741-4195**

Contact Person: **Erick Barfield**

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

Company E-mail Address and/or Company Web Site: [erick.barfield@jci.com](mailto:erick.barfield@jci.com)

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

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

Agrees to Supply Political SubDivisions: **Yes**

**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: **Nationwide Security Corporation**

Company Address: **65 North Branford Road Suite 8, Branford, CT 06405**

Tel. No.: **800-451-4866**

Fax No.: **203-208-0849**

Contact Person: **Brian Gouin**

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

Company E-mail Address and/or Company Web Site: [briang@nationwidesecuritycorp.com](mailto:briang@nationwidesecuritycorp.com) [www.nationwidesecuritycorp.com](http://www.nationwidesecuritycorp.com)

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

Agrees to Supply Political SubDivisions: **Yes**

**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: **Advance Security Integration, LLC dba Security101**

Company Address: **10 Pine Street, Plainville, CT 06062**

Tel. No.: **800-991-4170**

Fax No.: **800-991-4172**

Contact Person: **Fran DellaFera – 800-991-4170 x 213      Thomas Albino – 800-991-4170 x 221**

Company E-mail Address: [fran.dellafera@security101ne.com](mailto:fran.dellafera@security101ne.com)

[Thomas.albino@security101ne.com](mailto:Thomas.albino@security101ne.com)

Company Web Site: [www.security101.com](http://www.security101.com)

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

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

Agrees to Supply Political SubDivisions: **Yes**

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.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

9 January 2020

## CONTRACT AWARD SUPPLEMENT #4

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

### DESCRIPTION:

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

#### FOR:

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

#### TERM OF CONTRACT:

1 December 2017 through 31 December 2023

AGENCY REQUISITION NUMBER: 4543

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.

#### 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: **Nationwide Security Corporation**

Company Address: **65 North Branford Road Suite 8, Branford, CT 06405**

Tel. No.: **800-451-4866**

Fax No.: **203-208-0849**

Contact Person: **Brian Gouin**

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

Company E-mail Address and/or Company Web Site: [briang@nationwidesecuritycorp.com](mailto:briang@nationwidesecuritycorp.com) [www.nationwidesecuritycorp.com](http://www.nationwidesecuritycorp.com)

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

Agrees to Supply Political SubDivisions: **Yes**

Refer to next page for Supplement Information.

APPROVED \_\_\_\_\_

**LINDA LOSCHIAVO**

Contract Specialist

(Original Signature on Document in Procurement Files)

**PLEASE NOTE:**

The labor rates have been increased effective 10 January 2020.

**Item #4 – Labor Rates:**

4.	LABOR RATES FOR TIME & MATERIALS:								
	<table><tr><td data-bbox="228 554 943 636">a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday</td><td data-bbox="943 554 1117 590">\$ 105.00</td><td data-bbox="1117 554 1284 579">Per Hour</td><td data-bbox="1284 554 1541 579">(1 hour minimum)</td></tr><tr><td data-bbox="228 688 943 770">b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)</td><td data-bbox="943 688 1117 724">\$ 157.00</td><td data-bbox="1117 688 1284 714">Per Hour</td><td data-bbox="1284 688 1541 714">(2 hour minimum)</td></tr></table>	a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday	\$ 105.00	Per Hour	(1 hour minimum)	b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)	\$ 157.00	Per Hour	(2 hour minimum)
a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday	\$ 105.00	Per Hour	(1 hour minimum)						
b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)	\$ 157.00	Per Hour	(2 hour minimum)						

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.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

8 March 2019

## CONTRACT AWARD SUPPLEMENT #3

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

### DESCRIPTION:

Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

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

**TERM OF CONTRACT:**

**1 December 2017 through 31 December 2023**

**AGENCY REQUISITION NUMBER: 4543**

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

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

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

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

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

### CONTRACTOR INFORMATION:

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

**Company Name:** Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)

**Company Address:** 10 Research Parkway, Wallingford, CT 06492

**Tel. No.:** 860-256-5382

**Fax No.:** 203-741-4195

**Contract Value:** N/A

**Contact Person:** Erick Barfield

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

**Company E-mail Address and/or Company Web Site:** [erick.barfield@jci.com](mailto:erick.barfield@jci.com)

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

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

None

**Agrees to Supply Political SubDivisions:** Yes

### PLEASE NOTE:

- The following item has been added to the Contract for Johnson Controls Security Solutions LLC.

DEV-DT-TAB 10071 Zebra/Dymo Direct Thermal TAB-Exp void (250 badges in a roll) = \$205.03 per roll  
(Note: Johnson Controls upcharge is already applied to the pricing.)

- 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)

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

Linda LoSchiavo  
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860-713-5078  
Telephone Number

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

25 April 2018

## CONTRACT AWARD SUPPLEMENT #2

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

**DESCRIPTION:**

**Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services**

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

**TERM OF CONTRACT:**

**1 December 2017 through 31 December 2023**

**AGENCY REQUISITION NUMBER: 4543**

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**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 has been revised. Delete Exhibit F that was part of the original Contract and insert the revised Exhibit F in its place.
- 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: **Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)**

Company Address: **10 Research Parkway, Wallingford, CT 06492**

Tel. No.: **860-256-5382**

Fax No.: **203-741-4195**

Contact Person: **Erick Barfield**

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

Company E-mail Address and/or Company Web Site: [erick.barfield@jci.com](mailto:erick.barfield@jci.com)

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

Certification Type (SBE, MBE or None):

**None**

Agrees to Supply Political SubDivisions: **Yes**

**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: **Nationwide Security Corporation**

Company Address: **65 North Branford Road Suite 8, Branford, CT 06405**

Tel. No.: **800-451-4866**

Fax No.: **203-208-0849**

Contact Person: **Brian Gouin**

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

Company E-mail Address and/or Company Web Site: [briang@nationwidesecuritycorp.com](mailto:briang@nationwidesecuritycorp.com) [www.nationwidesecuritycorp.com](http://www.nationwidesecuritycorp.com)

Certification Type (SBE, MBE or None):

**SBE**

Agrees to Supply Political SubDivisions: **Yes**

**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: **Advance Security Integration, LLC dba Security101**

Company Address: **10 Pine Street, Plainville, CT 06062**

Tel. No.: **800-991-4170**

Fax No.: **800-991-4172**

Contact Person: **Fran DellaFera – 800-991-4170 x 213**      **Thomas Albino – 800-991-4170 x 221**

Company E-mail Address: [fran.dellafera@security101ne.com](mailto:fran.dellafera@security101ne.com)

[Thomas.albino@security101ne.com](mailto:Thomas.albino@security101ne.com)

Company Web Site: [www.security101.com](http://www.security101.com)

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

Certification Type (SBE, MBE or None):

**SBE**

Agrees to Supply Political SubDivisions: **Yes**

**REVISED EXHIBIT F**

**LIST OF APPROVED SUBCONTRACTORS**

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**JOHNSON CONTROLS SECURITY SOLUTIONS LLC:**

Dinto Electric

Utilized for cable pulling, electrical and trenching.

Calvert Lock

Utilized for providing and installing ADA door operators, locks and door hardware.

Madd Solutions

Utilized for cable pulling, electrical and trenching.

Total Fence

Utilized for providing and installing security fence and gates.

**NATIONWIDE SECURITY CORPORATION:**

Custom Electric, Inc.

Utilized for high voltage electrical and conduit work.

New Tech Security, Inc.

Utilized for locksmith services.

Rapid Response Monitoring Services, Inc.

Utilized for monitoring services.

**ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101:**

McPhee Electric Ltd.

Utilized for high voltage, conduit and cable installation.

568Systems Inc.

Utilized for cable installation, network and IP infrastructure.

L.E. Whitford Co., Inc.

Utilized for locksmith services.

Native Sons Ltd.

Utilized for cable installation, network and IP infrastructure.

Rapid Response Monitoring Services, Inc.

Utilized for monitoring services.

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.:

17PSX0002

Contract Award Date:

28 November 2017

Proposal Due Date:

17 October 2017

SUPPLEMENT DATE:

6 December 2017

## CONTRACT AWARD SUPPLEMENT #1

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

### DESCRIPTION:

**Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services**

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

**TERM OF CONTRACT:**

**1 December 2017 through 31 December 2023**

**AGENCY REQUISITION NUMBER: 4543**

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.

### 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: Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)**

**Company Address: 10 Research Parkway, Wallingford, CT 06492**

**Tel. No.: 860-256-5382**

**Fax No.: 203-741-4195**

**Contract Value: N/A**

**Contact Person: Erick Barfield**

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

**Company E-mail Address and/or Company Web Site: [erick.barfield@jci.com](mailto:erick.barfield@jci.com)**

**[www.johnsoncontrols.com](http://www.johnsoncontrols.com)**

**Remittance Address:**

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

**None**

**Agrees to Supply Political SubDivisions: Yes**

### PLEASE NOTE:

- Exhibit B (RFP-16), Price Schedule, and Digital Monitoring Products (DMP) Price List have both been revised/updated for Johnson Controls. To reflect the updated DMP price list, the percentage discount for DMP, listed in Exhibit B – Item #5, has been changed from 18% to 54 %. Updated DMP price list is on the provided on the Contracting Portal for this Contract.
- 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 NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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	<b>MANAGEMENT CONTACT INFORMATION:</b>	
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**Account Manager:**

Name:	Erick Barfield
Office Phone Number:	203-741-4073
Cell Phone:	860-256-5382
Email Address:	<a href="mailto:ebarfield@tyco.com">ebarfield@tyco.com</a>

**Backup Account Manager:**

Name:	Dennis Veronneau
Office Phone Number:	203-741-4069
Cell Phone:	203-537-9700
Email Address:	<a href="mailto:dveronneau@tyco.com">dveronneau@tyco.com</a>

**Project/Installation Engineer:**

Name:	Shaun Travis
Office Phone Number:	203-741-4014
Cell Phone:	203-213-1236
Email Address:	<a href="mailto:Shaun.travis@jci.com">Shaun.travis@jci.com</a>

**Service Manager:**

Name:	Lucy Digioia
Office Phone Number:	203-741-4045
Cell Phone:	203-631-6091
Email Address:	<a href="mailto:ldigioia@tyco.com">ldigioia@tyco.com</a>



CONTRACTOR NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>3.</b>	<b>INSPECTION AND TESTING ONLY OF SYSTEMS:</b>	
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	Price is on a per device basis. All of the device fees will be added together to create the annual total charge for the inspection and testing of the System.	\$ <u>15.00</u> Per Device
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<b>4.</b>	<b>LABOR RATES FOR TIME &amp; MATERIALS:</b>	
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	a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday	\$ <u>98.00</u> Per Hour (1 hour minimum)
	b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)	\$ <u>120.00</u> Per Hour (2 hour minimum)

<b>5.</b>	<b>EQUIPMENT AND PARTS:</b>	
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	-Refer to Section 1.12.1. of Exhibit A.	
5a.	<b>Panasonic:</b> Used for security video surveillance equipment, to include but not be limited to, cameras, monitors.  Percentage Discount from Manufacturer List Price:	<u>30</u> % <u>10/16/2017</u> Price List Date
5b.	<b>Digital Monitoring Products (DMP):</b> Used for, but not limited to, security alarm panels to monitor for burglar, duress, environmental and any other security related alarms.  Percentage Discount from Manufacturer List Price:	<u>54</u> % <u>December 2016</u> Price List Date
5c.	<b>Honeywell/Prowatch:</b> Used for, access control systems.  Percentage Discount from Manufacturer List Price:	<u>23</u> % <u>5/30/2017</u> Price List Date



CONTRACTOR NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>6.</b>	<b>OTHER EQUIPMENT AND PARTS – PRIOR APPROVAL REQUIRED:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost. Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p> <p><b>Note: If any device falls under the categories listed in Item #5, approval is required by DAS prior to issuing a purchase order. Refer to Section 1.12.4.</b></p>	<p><u>35</u> % Up-charge over supplier's invoice</p>
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<b>7.</b>	<b>MISCELLANEOUS PARTS AND MATERIALS:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost. Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>3</u> % Up-charge over supplier's invoice</p>
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<b>8.</b>	<b>SURCHARGE FOR COORDINATING AND SCHEDULING OF MANUFACTURER'S REPRESENTATIVE OR SUBCONTRACTOR:</b>	
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	<p>Surcharge for Coordinating and Scheduling of Subcontractor or Manufacturer's Representative:</p> <p>Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>27</u> %</p>
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<b>CONTRACTOR NAME:</b>	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>QUARTERLY REBATE INFORMATION:</b>		
	Refer to Section 2.23 of Exhibit A. Provide the rebate percentage that your company is willing to provide on actual quarterly payment amounts (for any service to include purchase and installation of equipment) made by Client Agency?	
	<b>\$0.00 - \$1,000,000</b>	<u>    1    </u> %
	<b>\$1,000,001 - \$3,000,000</b>	<u>    1    </u> %
	<b>\$3,000,001 and more</b>	<u>    1    </u> %

<b>ONLINE ACCOUNT MANAGEMENT SYSTEM:</b>	
	Johnson Controls shall provide DataSource, an online account management system, at no additional charge to those Client Agencies that are paying annual services to Johnson Controls. Client Agencies must contact Johnson Controls to enroll in this system. Contact Johnson Controls for more information regarding their system, if needed.

<b>CENTRAL MONITORING STATION INFORMATION:</b>	<b>NAME, ADDRESS AND PHONE NUMBER</b>
<b>Primary Central Monitoring Station:</b>  <div style="text-align: right; margin-right: 20px;">                         Name: Address: Phone Number:                     </div>	<u>    Tyco Integrated Security    </u> <u>    7707 NW Terrace, Kansas City, MO 64163    </u> <u>    1-816-747-1174    </u>
<b>Backup Central Monitoring Station:</b>  <div style="text-align: right; margin-right: 20px;">                         Name: Address: Phone Number:                     </div>	<u>    Tyco Integrated Security    </u> <u>    14200 E Exposition Avenue #1a    </u> <u>    Aurora, CO 80012    </u> <u>    1-720-808-1655    </u>

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

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.:

17PSX0002

Contract Award Date:

29 November 2017

Bid Due Date:

17 October 2017

## CONTRACT AWARD

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

### DESCRIPTION:

### Security Video Surveillance, Access Control and Alarm Systems and Monitoring Services

FOR: <b>All Using State Agencies, Political Subdivisions and Not-for-Profit Organizations</b>	TERM OF CONTRACT: <b>December 1, 2017 through December 31, 2023</b>
	<b>AGENCY REQUISITION NUMBER: 4543</b>

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$7,000,000.00	\$14,000,000.00	-	\$21,000,000.00 – 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.

**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:

- Client Agencies should read the Client Agency Instructions and Exhibit A prior to using this Contract.
- Contractor Information is provided on page 2.
- The signature below by the DAS Commissioner is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: \_\_\_\_\_  
(Original Signature on Document in Procurement Files)

Name: **MELODY A. CURREY**

Title: Commissioner

Date: 29 November 2017

**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: **Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC)**

Company Address: **10 Research Parkway, Wallingford, CT 06492**

Tel. No.: **860-256-5382**

Fax No.: **203-741-4195**

Contract Value: **\$7,000,000.00 - Estimate**

Contact Person: **Erick Barfield**

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

Company E-mail Address and/or Company Web Site: [ebarfield@tyco.com](mailto:ebarfield@tyco.com)

[www.johnsoncontrols.com](http://www.johnsoncontrols.com)

Remittance Address:

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

Agrees to Supply Political SubDivisions: **Yes**

**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: **Nationwide Security Corporation**

Company Address: **65 North Branford Road Suite 8, Branford, CT 06405**

Tel. No.: **203-785-0300**

Fax No.: **203-208-0849**

Contract Value: **\$7,000,000.00 - Estimate**

Contact Person: **Brian Gouin**

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

Company E-mail Address and/or Company Web Site: [briang@nationwidesecuritycorp.com](mailto:briang@nationwidesecuritycorp.com)

[www.nationwidesecuritycorp.com](http://www.nationwidesecuritycorp.com)

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

Agrees to Supply Political SubDivisions: **Yes**

**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: **Advance Security Integration, LLC dba Security101**

Company Address: **10 Pine Street, Plainville, CT 06062**

Tel. No.: **800-991-4170**

Fax No.: **800-991-4172**

Contract Value: **\$7,000,000.00 - Estimate**

Contact Person: **Fran DellaFera – 800-991-4170 x 213**

**Thomas Albino – 800-991-4170 x 221**

Company E-mail Address: [fran.dellafera@security101ne.com](mailto:fran.dellafera@security101ne.com)

[Thomas.albino@security101ne.com](mailto:Thomas.albino@security101ne.com)

Company Web Site: [www.security101.com](http://www.security101.com)

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

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

Agrees to Supply Political SubDivisions: **Yes**

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

This Contract is a “Multiple Award” Contract. Awarded Contractors are: Johnson Controls Security Solutions LLC (formally Tyco Integrated Security, LLC), Nationwide Security Corporation and Advance Security Integration LLC dba Security 101.

The Client Agency can use any of the three (3) Contractors listed in the Contract and should consider the following criteria when selecting a Contractor and prior to the issuance of their purchase order:

- Utilize the total lowest priced solution.
- Select the Contractor which best fits the intended application.
- Consider the critically of the task.

Below are some instructions on how to use of this Contract. Please carefully read the Contract in its entirety especially Exhibits A and B for complete details.

There are some changes to this Contract that were not part of the previous Contract #09PSX0292. There is no longer a large price list containing all equipment under this Contract. The only price lists for this Contract will be for Panasonic, Digital Monitoring Products and Honeywell/Prowatch. Refer to Section 1.12 of Exhibit A and Items 5, 6 and 7 of Exhibit B for more pricing information.

**1. Transitioning of Monitoring and Full Service Maintenance Accounts from Contract #09PSX0292 to Contract #17PSX0002:**

- 1) Client Agencies with existing monitoring and full service maintenance accounts under Contract #09PSX0292 must transition their account(s) to this Contract as soon as possible. Contract #09PSX0292 has been extended to 30 June 2018 to allow for transition. Client Agencies are required to complete this transition immediately by contacting the Contractor(s) under Contract #17PSX0002. As there are many accounts provided by the Johnson Controls under Contract #09PSX0292, the transition will take time for each Client Agency’s location to be transitioned. Client Agencies shall not wait to transition over. Please keep in mind that a 45 day written notice is required prior to canceling these services, refer to Section 2, Item #5 of these instructions. Contract #09PSX0292 will be cancelled once all accounts have been transitioned to Contract #17PSX0002. The extension of Contract #09PSX0292 is not to be used to prolong services under this Contract but to allow Client Agency’s time to transition.
- 2) Client Agencies shall review these instructions and Exhibits A and B prior to contacting/selecting any Contractors listed in this Contract.
- 3) For monitoring services instructions, refer to Section 3 of these instructions. If a Client Agency is currently using Johnson Controls (Tyco) for monitoring services and switches services to another Contractor, the Client Agency must contact Johnson Controls (Tyco) service department and request that the panel be defaulted to allow the new Contractor the ability to reprogram the panel. Johnson Controls will charge the Client Agency the hourly labor rate listed in Exhibit B in Contract #09PSX0292 to default the panel. The Client Agency will also be charge the labor rate listed for the new Contractor to reprogram the panel under Contract #17PSX0002. The Client Agency may negotiate this charge with the new Contractor for these services. Please keep in mind that the Client Agency is required to provide Johnson Control with a 45 day written cancellation notice.
- 4) For full service maintenance services instructions, refer to Section 4 of these instructions.

**CLIENT AGENCY INSTRUCTIONS****2. General Contract Information:**

- 1) **IMPORTANT: Executive Branch Agencies:** Prior to contacting the Contractor(s), Client Agencies in the Executive Branch, not specifically exempted in CGS Sec 4b-130, shall contact the Department of Administrative Services/Statewide Security Unit (DAS/SSU) at 860-713-5091 for the installation and/or upgrades of any security system or equipment. Refer to Section 1.2 of Exhibit A.
- 2) Client Agencies should contact the Contractor's account manager if any issue has not been resolved (including issues with invoices). The account manager will be in touch with the appropriate representatives in their company to assist with the issue. As the account manager is familiar with the Contract they are able to assist and direct the issue to the appropriate people.
- 3) When issuing a purchase order, be sure to include specific and detailed information on the services your agency requires. Also, include the Contract number, contact person name, phone number and email address on your purchase order.
- 4) Each Contractor provides their own online account management/portal system which is available to Client Agencies to use for their accounts, at no additional charge and upon request from the Client Agency (refer to the Exhibit B – Price Schedule, RFP-16, page 5, for specific information and restrictions for each Contractor's system). Client Agencies shall submit a request to the Contractor for access to the Contractor's online portal system. The Contractor will provide the Client Agency with additional information regarding their online portal system upon request from the Client Agency as each Contractor's online portal system varies.
- 5) Cancellation of services by Client Agency. Client Agency must provide the Contractor a 45 days written notice (via email) and must cancel purchase order prior to cancellation of any services under this Contract.
- 6) Client Agencies shall maintain records of their Security Systems.
- 7) If you have any questions concerning this Contract, please contact Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) or 860-713-5078.

**3. For Alarm Monitoring Services for Security Systems and Fire Protection Systems:**

- 1) The Client Agency shall select the Contractor that best meets their agency's needs being using the criteria listed at the top of page 1.
- 2) Contractor is responsible for identifying locations for installation of telephone, electrical and any other necessary services needed as part of the installation for monitoring services. The Contractor will also place stickers on the walls where the telephone, electrical and any other necessary services shall be placed. If any of these items are not installed, the Contractor will not commence any work or service until they have been installed and are satisfactory to the Contractor.
- 3) The Client Agency shall coordinate and provide landline phone lines with the appropriate phone company. The Client Agency shall provide a dial tone and a RJ31X Jack or equivalent as requested by the Contractor. The Client Agency's phone Contractor is responsible for any issues with the landline phone lines. Refer to Section 1.3.2.2 of Exhibit A for Client Agency Requirements and Section 1.3.2 of Exhibit A in regards to Alarm Monitoring Service Requirements for additional information.
- 4) Notify the Contractor when there are any changes in the information regarding the Client Agency's system administrator and other contact personnel for the Contractor's Call List Information for Monitoring Services. Those Client Agencies in the Executive Branch shall notify the Department of Administrative/Statewide Security Unit of any updates as well.
- 5) Note the Client Agency is responsible for registering their alarm system with the town/city and for the annual registration fees incurred with any such registration.

**CLIENT AGENCY INSTRUCTIONS****4. For Full Service Maintenance or Time and Materials for Inspection, Testing, Maintenance, Preventative Maintenance and Repairs of Security Systems:**

- 1) Decide whether your agency requires Full Service Maintenance (FSM) or prefers to use inspection, testing, maintenance, preventative maintenance and repairs on a Time and Materials basis. If you need additional information on deciding whether to elect Full Service Maintenance (FSM) or Time and Material (T & M) basis, contact the Department of Administrative Services/Statewide Security Unit at 860-713-5091. Please note that all equipment does not require FSM, if your agency is not sure which equipment should be included in FSM, contact DAS/SSU.
- 2) If a Client Agency elects to purchase FSM for a system, the Client Agency must purchase both maintenance/service and testing and inspection for the equipment in the system per Item #2 of Exhibit B.
- 3) Contact the Contractors to set up an initial meeting and site inspection of the location requiring service. Request a quote from the Contractors for the services that your agency requires.
- 4) Select the Contractor that best meets your agencies needs by using the criteria listed at the top of page 1.
- 5) Client Agencies must have all equipment that will be part of FSM inspected and tested as specified in Section 1.6 of Exhibit A to ensure equipment meets all applicable codes and to ensure that the system components are in full and proper working order.

**5. For Purchase and Installation of Security Systems Equipment:**

- 1) Client Agency shall contact DAS/SSU prior to soliciting quotes from the Contractors, when applicable. The Client Agency shall schedule a site inspection with the Contractors and DAS/SSU, when applicable, prior to the deadline that the Contractor(s) is required to submit their quote to the Client Agency.
- 2) Refer to Section 1.12 for the purchase and installation of equipment and repair parts.
- 3) Panasonic, Digital Monitoring Products and Honeywell Prowatch are the only manufacturers allowed for purchase under this Contract. Refer to Section 1.12.4 regarding the request and approval for exceptions to these manufacturer.
- 4) Contact the Department of Labor for rates for projects where Prevailing Wage Rates or Standard Wage Rates may apply.
- 5) For each project undertaken, State Client Agencies shall obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. Client Agencies, other than State Client Agencies, shall obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.
- 6) Ensure the Exhibit D, Project Management Checklist is used and completed prior to sign off of equipment. Refer to Exhibit A, Section 1.12.3.
- 7) Procedures for acceptance and sign off of equipment is provided in Section 1.14 of Exhibit A.
- 8) Prior to the issuance of the purchase order for access control cards, the Client Agency shall contact DAS/SSU for the sequential numbers that will be printed on the access control cards. The sequential numbers must be listed on the purchase order. All newly purchased access control cards must be delivered to DAS/SSU not the Client Agency.

# **CONTRACT**

**17PSX0002**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**JOHNSON CONTROLS SECURITY SOLUTIONS LLC**

Awarded Contractor

**SECURITY VIDEO SURVEILLANCE, ACCESS CONTROL AND ALARMS  
SYSTEMS SERVICES AND MONITORING SERVICES**



## Contract # 17PSX0002

Contract Document

RFP-50 Rev. 11/18/16

Prev. Rev. 8/16/16

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## Contract # 17PSX0002

Contract Document

RFP-50 Rev. 11/18/16

Prev. Rev. 8/16/16

This Contract (the "Contract") is made as of the *(date will be filled in when signed by Commissioner)* November 2017 (the "Effective Date") by and between, Johnson Control Security Solutions LLC (the "Contractor,") with a principal place of business at 10 Research Parkway, Wallingford, CT 06492 acting by Richard Heikkinen, its Area General Manager 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.

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- (e) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
  - (f) **Contractor:** A person or entity who submits a Proposal and who executes a Contract.
  - (g) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
  - (h) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
  - (i) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
  - (k) **Goods or Services:** Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
  - (l) **Proposal:** A submittal in response to a Request for Proposals.
  - (m) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
  - (n) **Request for Proposals:** A State request inviting proposals for Goods or Services. 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 1 December 2017 through 31 December 2023.

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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 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) Price Adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

Item #1 –Monthly monitoring services fees: Fees will remain firm for the term of the Contract.

Item #2 and #3 – Full Service Maintenance and Inspection & Testing pricing: Pricing will remain firm for the term of the Contract.

Item #4 – Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

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Item #5 – Equipment and Parts: Price shall be a discount from manufacturer’s price list for Panasonic, Digital Monitoring Products (DMP) and Honeywell/Prowatch. There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year for each manufacturer.

Item #6 – Other Equipment and Parts: Percentage up-charge will remain firm for the term of the Contract.

Item #7 –Miscellaneous Parts and Materials: Percentage up-charge will remain firm for the term of the Contract.

Item #8 – Surcharge for Coordinating and Scheduling Subcontractor or Manufacturer’s Representative. Surcharge 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 which changes are outside of the Contractor’s control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged.

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

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- express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the 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.

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- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

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- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the



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

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

### 15. Indemnification.

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

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- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

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- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
  - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The 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

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other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
  - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's

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Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

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

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- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

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combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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



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- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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(b)

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

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

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

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

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

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

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

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

**34. Tangible Personal Property.**

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- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing

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

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

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Linda LoSchiavo

If to the Contractor:

Johnson Controls Security Solutions LLC  
10 Research Parkway  
Wallingford, CT 06492  
Attention: Erick Barfield

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

(a) Reserved

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

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

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Reserved
  - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
  - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the 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.

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

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

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the 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



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

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

51. Cross-Default.

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

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

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

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the 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

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

(f) Definitions:

- (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Client Agency.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

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

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

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- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

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- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information

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regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

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- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
  
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
  
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
  
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that



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return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

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**59. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, 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.

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- (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 seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Audit Requirements for Recipients of State Financial Assistance.**

This paragraph was intentionally left blank.

**62. 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 twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

**63. State Comptroller's Specifications.**

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

**64. Chief Information Officer Subcontract Approval.**

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

**65. Rights to and Integrity of Public Records.**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

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### 66. Public Records and FOIA.

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

### 67. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### 68. Profiting from Public Records.

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### 69. Contractor's Obligation to Notify DAS Concerning Public Records.

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### 70. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

### 71. Continuity of Systems.

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the

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Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

- (1) facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
- (2) software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
- (3) Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a

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list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

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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.

JOHNSON CONTROLS SECURITY  
SOLUTIONS 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: Richard Heikkinen

Name: Melody A. Currey

Title: Area General Manager

Title: Commissioner

Date: 11/27/17

Date: 11/29/17

# **CONTRACT**

**17PSX0002**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**NATIONWIDE SECURITY CORPORATION**

Awarded Contractor

**SECURITY VIDEO SURVEILLANCE, ACCESS CONTROL AND ALARMS  
SYSTEMS SERVICES AND MONITORING SERVICES**



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This Contract (the "Contract") is made as of the *(date will be filled in when signed by Commissioner)* November 2017 (the "Effective Date") by and between, Nationwide Security Corporation (the "Contractor,") with a principal place of business at 65 North Branford Road, Suite 8, Branford, CT 06405, acting by Michael Viscuso, its 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, unmaturing, 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 1 December 2017 through 31 December 2023.  
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) Price Adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

Item #1 –Monthly monitoring services fees: Fees will remain firm for the term of the Contract.

Item #2 and #3 – Full Service Maintenance and Inspection & Testing pricing: Pricing will remain firm for the term of the Contract.

Item #4 – Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #5 – Equipment and Parts: Price shall be a discount from manufacturer's price list for Panasonic, Digital Monitoring Products (DMP) and Honeywell/Prowatch. There will be no rate

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increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year for each manufacturer.

Item #6 – Other Equipment and Parts: Percentage up-charge will remain firm for the term of the Contract.

Item #7 –Miscellaneous Parts and Materials: Percentage up-charge will remain firm for the term of the Contract.

Item #8 – Surcharge for Coordinating and Scheduling Subcontractor or Manufacturer’s Representative. Surcharge 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 which changes are outside of the Contractor’s control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged.

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

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Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
  7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the 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.

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- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

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- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the



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

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

### 15. Indemnification.

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

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- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.
16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
17. Contractor Guaranties. Contractor shall:
- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

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- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
  - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The 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

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other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's

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Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

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

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- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
  - (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
  - (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
28. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, represents and warrants for itself and the Contractor Parties, that:
- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
  - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
  - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
  - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

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combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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



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- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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(b)

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

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

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

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

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

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

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

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

### 34. Tangible Personal Property.

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- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing

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

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

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Linda LoSchiavo

If to the Contractor:

Nationwide Security Corporation  
65 North Branford Road, Suite 8  
Branford, CT 06405  
Attention: Brian Gouin

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

(a) Reserved

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

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

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Reserved
  - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
  - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the 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.

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

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

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the 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



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

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

51. Cross-Default.

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

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

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

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the 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

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

(f) Definitions:

- (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Client Agency.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

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

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

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- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

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- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information

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regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

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- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
  
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
  
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
  
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that



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return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

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**59. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, 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.

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- (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 seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

### 61. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

### 62. 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 twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

### 63. State Comptroller's Specifications.

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

### 64. Chief Information Officer Subcontract Approval.

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

### 65. Rights to and Integrity of Public Records.

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

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### 66. Public Records and FOIA.

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

### 67. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### 68. Profiting from Public Records.

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### 69. Contractor's Obligation to Notify DAS Concerning Public Records.

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### 70. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

### 71. Continuity of Systems.

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the

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Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

- (1) facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
- (2) software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
- (3) Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a

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list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

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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.

NATIONWIDE SECURITY CORPORATION

STATE OF CONNECTICUT

Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Michael Viscuso

Name: Melody A. Currey

Title: President

Title: Commissioner

Date: 11/27/17

Date: 11/29/17

# **CONTRACT**

**17PSX0002**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

**ADVANCE SECURITY INTEGRATION, LLC**

**DBA SECURITY101**

Awarded Contractor

**SECURITY VIDEO SURVEILLANCE, ACCESS CONTROL AND ALARMS  
SYSTEMS SERVICES AND MONITORING SERVICES**



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This Contract (the "Contract") is made as of the Effective Date by and between, Advance Security Integration, LLC dba Security101 (the "Contractor,") with a principal place of business at 10 Pine Street, Plainville, CT 06062 acting by Francis C. DellaFera, its Vice President 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 1 December 2017 through 31 December 2023.  
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) Price Adjustments, if permitted, for the Goods or Services listed in Exhibit B are described below.

Item #1 –Monthly monitoring services fees: Fees will remain firm for the term of the Contract.

Item #2 and #3 – Full Service Maintenance and Inspection & Testing pricing: Pricing will remain firm for the term of the Contract.

Item #4 – Labor Rates: There will be no rate increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year.

Item #5 – Equipment and Parts: Price shall be a discount from manufacturer's price list for Panasonic, Digital Monitoring Products (DMP) and Honeywell/Prowatch. There will be no rate

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increase for two years following the Effective Date. After the third year, the Contractor may request one rate increase per year for each manufacturer.

Item #6 – Other Equipment and Parts: Percentage up-charge will remain firm for the term of the Contract.

Item #7 –Miscellaneous Parts and Materials: Percentage up-charge will remain firm for the term of the Contract.

Item #8 – Surcharge for Coordinating and Scheduling Subcontractor or Manufacturer’s Representative. Surcharge 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 which changes are outside of the Contractor’s control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged.

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

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Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
  7. Contract Amendments.  
No amendment to or modification or other alteration of the Contract shall be valid or binding upon the 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.

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- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

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- (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
- (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the



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

### 14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

### 15. Indemnification.

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

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- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

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- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
  - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
  - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
  - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
  - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The 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

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other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
  - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
  - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's

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Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

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

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- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross

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combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

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



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- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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(b)

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

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

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

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

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

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or

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

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation;
  - (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and
  - (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

### 34. Tangible Personal Property.

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- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
  - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
  - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
  - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
  - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing

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

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

If to DAS:

State of Connecticut, Department of Administrative Services  
Procurement Division  
450 Columbus Boulevard, Suite 1202  
Hartford, CT 06103  
Attention: Linda LoSchiavo

If to the Contractor:

Advance Security Integration, LLC dba Security101  
10 Pine Street  
Plainville, CT 06062  
Attention: Francis C. DellaFera

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

(a) Reserved

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

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

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- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
  - (e) Reserved
  - (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
  - (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.
  - (h) Reserved
38. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties", as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the 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.

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

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

45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
47. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
48. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
49. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the 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



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

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

51. Cross-Default.

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

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

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

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the 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

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

(f) Definitions:

- (1) “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include any use or disclosure of PHI that violates the HIPAA Standards.
- (2) “Business Associate” shall mean the Contractor.
- (3) “Covered Entity” shall mean the Client Agency.
- (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
- (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his or her designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

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

(g) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA Standards.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any Security Incident of which it becomes aware.
- (6) Business Associate agrees, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit PHI on behalf of the Business Associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- (7) Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner designated by the Covered Entity.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created, maintained, transmitted or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary investigating or determining Covered Entity's compliance with the HIPAA Standards.

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- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner designated by the Covered Entity, information collected in accordance with subsection (g)(10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any State or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. §§ 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an Individual requests that the Business Associate
  - (A) restrict disclosures of PHI;
  - (B) provide an accounting of disclosures of the Individual's PHI;
  - (C) provide a copy of the Individual's PHI in an Electronic Health Record; or
  - (D) amend PHI in the Individual's Designated Record Set the Business Associate agrees to notify the Covered Entity, in writing, within five Days of the request.
- (15) Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - (A) the written approval of the Covered Entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - (B) the valid authorization of the Individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations.
- (16) Obligations in the Event of a Breach.
  - (A) The Business Associate agrees that, following the discovery by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of Unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such Breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and this Section of the Contract.

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- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the Breach is discovered by the Business Associate, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A Breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. The notification shall include the identification and last known address, phone number and email address of each Individual (or the next of kin of the individual if the Individual is deceased) whose Unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such Breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A description of what happened, including the date of the Breach; the date of the discovery of the Breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  2. A description of the types of Unsecured protected health information that were involved in the Breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
  3. The steps the Business Associate recommends that Individual(s) take to protect themselves from potential harm resulting from the Breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the Breach, to mitigate losses, and to protect against any further Breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- (D) If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- (E) If the Covered Entity determines that there has been a Breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- (F) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that Individuals informed of a Breach have the opportunity to ask questions and contact the Business Associate for additional information

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regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its website and a postal address. Business Associate agrees to include in the notification of a Breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Business Associate.

- (G) Business Associate agrees that, in the event of a Breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.
- (H) Permitted Uses and Disclosure by Business Associate.
  - (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the HIPAA Standards if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
  - (2) Specific Use and Disclosure Provisions
    - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
    - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
    - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide data aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- (I) Obligations of Covered Entity.
  - (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  - (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

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- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
  
- (J) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
  
- (K) Term and Termination.
  - (1) Term. The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with provision (g)(10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
  
  - (2) Termination for Cause Upon Covered Entity's knowledge of a material Breach by Business Associate, Covered Entity shall either:
    - (A) Provide an opportunity for Business Associate to cure the Breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity in accordance with Section 11 of the Contract; or
  
    - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
  
    - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
  
  - (3) Effect of Termination.
    - (A) Except as provided in (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten Days of the notice of termination. This section shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
  
    - (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that



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return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under State or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(L) Miscellaneous Sections.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the HIPAA Standards means the section as in effect or as amended.
- (2) Amendment. The parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with HIPAA, the HITECH Act and the HIPAA Standards (all as amended). Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, HIPAA, the HITECH Act and the HIPAA Standards (all as amended).
- (6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the sections of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, the HIPAA Standards, or the HITECH Act (all as amended), including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this Section of the Contract, under HIPAA, the HITECH Act, and the HIPAA Standards.

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**59. Protection of Confidential Information.**

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
  - (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
  - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
  - (3) A process for reviewing policies and security measures at least annually;
  - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
  - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, 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.

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- (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 seq.*, including but not limited to any and all Claims for overcharges. This assignment shall become valid and effective immediately upon the accrual of a Claim without any further action or acknowledgment by the parties.

**61. Audit Requirements for Recipients of State Financial Assistance.**

This paragraph was intentionally left blank.

**62. 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 twenty (20) calendar days after becoming aware of any such Claims. Disclosure shall be in writing.

**63. State Comptroller's Specifications.**

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it, and the Contractor shall deliver the Goods and Services in compliance with, all specifications established by the State Comptroller to ensure that all policies, procedures, processes and control systems, including hardware, software and protocols, which are established or provided by the Contractor or Contractor Parties, are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems.

**64. Chief Information Officer Subcontract Approval.**

In accordance with Conn. Gen. Stat. § 4d-32, the Contractor shall not award a subcontract for work under this Contract without having first obtained the written approval of the Chief Information Officer of the Department of Administrative Services or their designee of the selection of the subcontractor and of the provisions of the subcontract. The Contractor shall deliver a copy of each executed subcontract or amendment to the subcontract to the Chief Information Officer, who shall maintain the subcontract or amendment as a public record, as defined in Conn. Gen. Stat. § 1-200.

**65. Rights to and Integrity of Public Records.**

In accordance with Conn. Gen. Stat. § 4d-34, (a) neither the Contractor nor Contractor Parties shall have any Title in or to (1) any public records which the Contractor or Contractor Parties possess, modify or create pursuant to a contract, subcontract or amendment to a contract or subcontract, or (2) any modifications by such contractor, subcontractor, employee or agent to such public records; (b) neither the Contractor nor Contractor Parties shall impair the integrity of any public records which they possess or create; and (c) public records which the Contractor or Contractor Parties possess, modify or create pursuant to this Contract or other contract, subcontract or amendment to a contract or subcontract shall at all times and for all purposes remain the property of the State. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 4-33, as it may be modified from time to time.

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### 66. Public Records and FOIA.

In accordance with Conn. Gen. Stat. § 4d-35, any public record which a state agency provides to the Contractor or Contractor Parties shall remain a public record for the purposes of subsection (a) of Section 1-210 and as to such public records, the State, the Contractor and Contractor Parties shall have a joint and several obligation to comply with the obligations of the state agency under the Freedom of Information Act (FOIA), as defined in Section 1-200, provided that the determination of whether or not to disclose a particular record or type of record shall be made by such state agency.

### 67. Disclosure of Public Records.

In accordance with Conn. Gen. Stat. § 4d-36, neither the Contractor nor Contractor Parties shall disclose to the public any public records (a) which they possess, modify or create pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract and (b) which a state agency (1) is prohibited from disclosing pursuant to state or federal law in all cases, (2) may disclose pursuant to state or federal law only to certain entities or individuals or under certain conditions or (3) may withhold from disclosure pursuant to state or federal law. This provision shall not be construed to prohibit the Contractor from disclosing such public records to any Contractor Parties to carry out the purposes of its subcontract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### 68. Profiting from Public Records.

In accordance with Conn. Gen. Stat. § 4d-37, neither the Contractor nor Contractor Parties shall sell, market or otherwise profit from the disclosure or use of any public records which are in their possession pursuant to this Contract or any contract, subcontract or amendment to a contract or subcontract, except as authorized in this Contract. For purposes of this section, "public records" shall have the meaning set forth in Conn. Gen. Stat. § 1-200, as it may be modified from time to time.

### 69. Contractor's Obligation to Notify DAS Concerning Public Records.

In accordance with Conn. Gen. Stat. § 4d-38, if the Contractor or Contractor Parties learn of any violation of the provisions of Conn. Gen. Stat. §§ 4d-36 or 4d-37 they shall, no later than seven calendar days after learning of such violation, notify the Chief Information Officer of such violation.

### 70. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to DAS records that is not less than the access that said committee and such offices have on July 1, 1997.

### 71. Continuity of Systems.

- a) This section is intended to comply with Conn. Gen. Stat. §4d-44, as it may be amended.
- b) The Contractor acknowledges that the Systems and associated services are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, as it may be amended, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State or to another contractor at any time for any reason, then the Contractor shall cooperate fully with the State, and do and Perform all acts and things that DAS deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in Performance as required or permitted in the Contract. The Contractor shall not enter into any subcontract for any part of the Performance under the

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Contract without approval of such subcontract by DAS, as required by Conn. Gen. Stat. §4d-32, as it may be amended, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44, as it may be amended, as if the subcontractor were in fact the Contractor. The Contractor shall make a full and complete disclosure of and delivery to DAS or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

c) The parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

- (1) facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver the facilities and equipment to DAS, during DAS's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
- (2) software Deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other location which DAS identifies, all Deliverables, no later than 10 days from the date that the work under the SOW or Contract is transferred back to the State or to another contractor for any reason. The Contractor shall deliver such Deliverables to DAS, during DAS's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, the Contractor shall also deliver all Deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract or the SOW for such Deliverable, and a list of all Deliverable passwords and security codes; and
- (3) Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which the Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, the Contractor shall deliver to DAS, F.O.B. Hartford, Connecticut or other State location which DAS identifies, all Public Records created or modified pursuant to the Contract, Statement of Work, subcontract or amendment and requested in writing by DAS (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than the latter of (1) the time specified in the section in this Contract concerning Termination for the return of Public Records and (2) 10 days from the date that the work under the Contract or Statement of Work is transferred back to the State or to another contractor for any reason. The Contractor shall deliver to DAS those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. The Contractor shall deliver to DAS, during DAS's business hours, those Public Records and a

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list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

- d) If the Contractor employs former State employees, the Contractor shall facilitate the exercising of any reemployment rights that such State employees may have with the State, including, but not limited to, affording them all reasonable opportunities during the workday to interview for State jobs. The Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties so that they are similarly obligated.

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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.

ADVANCE SECURITY INTEGRATION, LLC  
Dba Security101

STATE OF CONNECTICUT  
Department of Administrative Services

By: (Original Signature on Documents in Procurement File)

By: (Original Signature on Documents in Procurement File)

Name: Francis C. DellaFera

Name: Melody A. Currey

Title: Vice President of Operations

Title: Commissioner

Date: November 28, 2017

Date: 11/29/17

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

**1. DESCRIPTION OF GOODS AND SERVICES:**

**1.1. GENERAL:**

This Contract covers the requirements for Services (to include inspection, testing, maintenance and repairs), full service maintenance (FSM), and, on a time and materials (T & M) basis, the purchase, installation and system integration of security video surveillance systems (closed-circuit television) consisting of interior and exterior surveillance, access control systems (card access), video management systems and alarms systems (to include burglar, duress, environmental and any other security related alarms) (together, "Security Systems") and for alarm monitoring services for Security Systems and fire alarm systems, sprinkler systems and suppression systems (together, "Fire Protection Systems").

Contractor shall follow Client Agency's working and security policies and procedures while working within any facility. Client Agency shall provide these policies and procedures to the Contractor prior to Service being Performed, if applicable.

Contractor shall maintain a toll free number that must be manned by an actual person. Voice mail and answering machines are unacceptable substitutes for this requirement. Contractor shall be available through its toll free number on a twenty-four (24) hours per day/seven (7) days a week basis.

Contractor shall have a representative available for consultation with Client Agency, should the need arise.

**1.2. CONTRACT MANAGEMENT FOR INSTALLATION AND/OR UPGRADES OF A SECURITY SYSTEMS FOR STATE CLIENT AGENCIES:**

Executive Branch Client Agencies, which are not specifically exempted, per CGS 4b-130, shall contact the DAS/Statewide Security Unit (DAS/SSU) at 860-713-5091 prior to the purchase and installation of Security System equipment. If the Client Agency is not part of the Executive Branch, disregard any mention in this Exhibit A in regards to DAS/SSU.

DAS/SSU shall be responsible for managing and working with the Contractor and any Client Agency in regards to any installation, upgrades and/or modifications to a Security System per CGS 4b-130-136.

Client Agency may also contact DAS/SSU and/or DAS/Procurement Division (DAS/PD) with questions, concerns and/or issues regarding Services and/or quotes received.

DAS/PD and/or DAS/SSU reserves the right to determine if the Contractor's personnel have the appropriate skill sets and abilities when assigned to a project. Should an issue arise between the Client Agency, DAS/PD and/or DAS/SSU and the Contractor's personnel, the Contractor shall review the issue(s), determine the cause and remedy the situation (including the removal of the Contractor's personnel working on any project or Service) in a timely manner to Client Agency and DAS/PD satisfaction. DAS/PD and/or DAS/SSU have the final decision in the removal of the Contractor's personnel.



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**1.3. ALARM MONITORING OF SECURITY SYSTEMS AND FIRE PROTECTION SYSTEMS:**

**1.3.1. General:**

Contractor shall provide alarm monitoring service for Security Systems and Fire Protection Systems as requested by the Client Agency. Client Agency will be required to purchase the required equipment necessary for alarm monitoring service.

If a Client Agency has a Fire Protection System and no Security System, the Client Agency shall have the option to use either this Contract or any other DAS fire alarm Contract(s) that offer Fire Protection System alarm monitoring service.

Connections by a Client Agency, direct to any local police or fire department, by whatever means, are excluded from this Contract.

**1.3.2. Alarm Monitoring Service Requirements:**

**1.3.2.1. Alarm Monitoring Service Contractor Requirements:**

Contractor shall provide alarm monitoring equipment for those Client Agencies that require alarm monitoring service for Security Systems and Fire Protection Systems.

The central alarm monitoring station, utilized by the Contractor, will maintain certification by Underwriters Laboratories (UL), Factory Mutual Global, National Fire Prevention Association (NFPA) and the United States Department of Defense as an approved site located in the United States for Monitoring Services at all times during the term of this Contract. Said station must be staffed twenty-four (24) hours per day, seven (7) days a week, by trained personnel devoted to monitoring detection.

Contractor shall be responsible for installing and connecting necessary landline and cellular telephones to the Security System and for installing all necessary equipment required for alarm monitoring services.

Contractor shall work with the Client Agencies to develop acceptable alarm response protocols for the various situations that may arise with any particular alarm. Contractor shall recommend to the Client Agency procedures that are considered to be in keeping with established industry best practices and standards.

Contractor shall provide Client Agency and DAS/SSU with an alarm point listing detailing where each device is located at each location.

Contractor shall notify the Client Agency with a date when alarm monitoring Service will begin.

Contractor shall email weekly opening and closing activity reports to the Client Agency and DAS/SSU at no additional charge to the Client Agency and DAS/SSU.

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Programming changes to phones or phone lines due to area code(s) changes will be performed via remote downloader connection from the Contractor to the alarm control panel at no additional charge to the Client Agency.

**1.3.2.2. Client Agency Requirements for Alarm Monitoring Service:**

Client Agency is responsible for coordinating and providing dedicated landline phone lines with the phone company as a primary means of communication between the alarm monitoring control unit that is to be installed at the Client Agency's facility and the central alarm monitoring center. The use of any existing State telephone lines currently in use are prohibited. Client Agency shall provide a dial tone and a RJ31X Jack or equivalent as requested by the Contractor.

Contractor is responsible for coordinating and providing a digital cellular telephone line with acceptable cellular service for the radio backup device at the requesting location as a backup means to the primary landline telephone. For those locations that do not have adequate or no cellular signal, the Client Agency shall contact the Contractor and DAS/SSU for assistance on determining what alternative device can be utilized for backup alarm communication.

Client Agency is responsible for paying all invoices received from the landline and/or cellular phone contractors.

Contractor will invoice the Client Agency for the monthly cost of the digital cellular telephone line. These charges must be listed as a separate line item on the invoice.

Client Agency is responsible for resolving issues with the landline phone lines and/or service through the phone contractor.

Contractor is responsible for resolving issues with the cellular phone lines and/or service with the cell phone carrier.

**1.3.3. False Alarms:**

**1.3.3.1. False Alarms for Alarm Monitoring Service Contractor**

Contractor shall promptly reimburse the Client Agency for costs and expenses incurred due to an alarm event, whether false or not, that was caused by the Contractor not following Client Agency protocol (i.e. call list). Such costs may be deducted from the Client Agency's current invoice.

**1.3.3.2. False Alarms for Service & Installation Contractor**

Contractor shall promptly reimburse the Client Agency for costs and expenses associated with false alarms due to installation or mechanical failure not caused by the Client Agency. Such costs may be deducted from the Client Agency's current invoice.

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Contractor shall meet and consult with the Client Agency on a continuous basis concerning issues with false alarms caused by mechanical error or by employee error. Contractor agrees to work with the Client Agency towards the goal of false alarm prevention.

**1.3.4. Alarm Registration:**

Client Agency is responsible for registering their alarm system with the town/city and for the annual registration fees incurred with any such registration.

Contractor shall assist the Client Agency with the registration of any alarm system as required by local laws, if applicable.

**1.3.5. Disaster Recovery and Backup Alarm Monitoring Central Station:**

Contractor shall have a disaster recovery and backup plan in place to prevent the interruption of Service throughout the term of the Contract. At no time during the term of the Contract may alarm monitoring Services be interrupted.

Contractor shall have at least one (1) additional central station located a minimum of 100 miles from the primary central station to serve as a backup should the primary central station become unavailable. The backup central station may not be located in the same State as the primary central station.

**1.4. GENERAL REQUIREMENTS FOR FULL SERVICE MAINTENANCE AND TIME AND MATERIALS SERVICE:**

Contractor shall have personnel and resources in-house to perform inspection, testing, maintenance, preventative maintenance or repairs of Security Systems.

Contractor shall maintain a maintenance center within Connecticut with adequate personnel on staff and in-house resources to perform the Services outlined within this Contract and with the necessary capabilities to respond to multiple locations at once.

Contractor shall continue to be a factory authorized distributor/dealer/service center for manufacturers listed in this Exhibit A and any additional manufacturers used by the Contractor, as applicable, for the term of the Contract.

Contractor shall coordinate all Services with the Client Agency's facility staff prior to any Service being Performed on a Security System. Failure to do so may result in the Contractor being responsible for any applicable fines or fees incurred by the Client Agency.

Contractor shall contact the local authorities prior to any test being conducted on a Security System. Failure to do so will result in the Contractor being responsible for any applicable fines from the law enforcement agency having jurisdiction.

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Contractor shall reimburse the Client Agency for fines and other sanctions that are incurred from the local fire department during testing due to the Contractor's failure to notify either the alarm monitoring company and/or the local authorities.

Contractor shall provide equipment necessary to perform any Service on any Security System, including mechanical lift equipment for gaining access to devices that are not readily accessible, at no additional expense to the Client Agency. Contractor shall maintain equipment and materials consistent with applicable Connecticut and Client Agency safety and health codes as well as administrative directives and policies, as applicable.

Contractor shall carry inventory of repair/replacement parts and other required equipment for the Security Systems.

Contractor shall maintain a log book, provided by Client Agency, for all Services Performed at the Client Agency's location.

In the event that the Contractor is unable to complete repairs to a major component that is deemed critical by the Client Agency to its operation, the Contractor shall provide the Client Agency with loaner equipment, at no additional charge to the Client Agency, regardless if the Client Agency has selected FSM or T & M for Service. The loaner equipment will remain in place until such time as the Contractor is able to complete the repairs.

After normal working hours, the Contractor shall maintain an on-call complement of factory trained and certified technicians ready to respond on demand to any Client Agency needs. Should an issue arise where a problem requiring immediate repair falls beyond the technical expertise of a responding technician, the Contractor's highest tier service technicians will be contacted to support the responding technician. Contractor's service manager or assigned alternative shall always be on call to properly guide the responding technician or make arrangements for another technician to respond, if necessary. If necessary, the Contractor shall contact the manufacturer for technical support with prior written approval from the Client Agency.

If a manufacturer's representative is required to perform a service and is approved on writing by the Client Agency, the Contractor may invoice the Client Agency a surcharge, as set forth in Exhibit B, for the scheduling and coordinating of the manufacturer's representative as long as a copy of the manufacturer's invoice for services rendered is provided to the Client Agency upon completion.

Note:

Client Agency is not required to purchase FSM. In the event that the Client Agency has elected not to purchase FSM or the Client Agency has discontinued FSM, the Client Agency may acquire Service on a T & M basis, at any time thereafter.

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Client Agency may return to FSM at any time during the term of the Contract. Contractor shall inspect the Client Agency's equipment that would be covered under FSM within 30 days of the Client Agency's request.

**1.5. RESPONSE TIME FOR FSM AND T & M:**

Contractor shall be on site to respond to all service calls within four (4) hours of Client Agency placement of a service call to include after hours, weekends and holidays.

Contractor shall send service technicians that are qualified and familiar with the Client Agency's equipment.

**1.6. FULL SERVICE MAINTENANCE (FSM) REQUIREMENTS:**

FSM will include, but is not limited to, all labor, material, maintenance supplies and equipment costs for all inspections, testing, preventative maintenance, maintenance, service or repairs of Security systems to include administrative and reporting fees, overhead costs and profit during normal business hours, after hours and emergency service.

Prior to the Contractor accepting any Service under this Contract, the Client Agency and the Contractor shall verify that all system components to be covered under FSM are in full and proper working order. If there are any problems with the system, the Client Agency and the Contractor shall work together in creating a list of items that require service/repairs prior to the issuance of a purchase order for FSM.

Contractor shall coordinate all Services with the Client Agency prior to beginning any work.

The Client Agency must purchase the maintenance/service agreement and inspection and testing for their systems in order for the equipment to be considered under the terms and conditions of FSM. The Client Agency may not just purchase the maintenance/service agreement for their systems without purchasing inspection and testing.

Contractor shall advise Client Agencies concerning what specific components should be protected by FSM vs. those that are not necessary to cover.

Contractor shall repair and/or replace worn, defective or potentially problematic equipment or parts due to condition with new same or equivalent manufacturer authorized equipment or parts at no expense to the Client Agency.

Contractor shall replace batteries in all equipment that require batteries as necessary, at no additional expense to the Client Agency.

FSM Exclusions:

The following items are excluded from the scope of FSM. The Client Agency will be charged at a T & M basis per rates provided in Exhibit B, with written approval from the Client Agency, for:

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1. Repairs made necessary due to acts of god, accidents, water damage, flood, acts of terrorism, vandalism, power surges, lightning, fires or any other cause external to the equipment.
2. Contractor shall not be obligated to repair damage caused by fire or other casualty (except that caused by the Contractor), or for willful or grossly negligent operation or handling of the equipment by the Client Agency's personnel.
3. Shop reconditioning or replacement, if normal repairs and parts cannot keep equipment in good working order.
4. Installation of new equipment, changes in specifications or modifications or equipment made by the Client Agency.
5. Daylight savings time changes or clock program changes. However, if these changes are done during one of the annual inspections, there will not be any additional charges.
6. Shorts, grounds and/or any other problems associated in the facility's pre-existing wiring not installed by the Contractor.
7. If equipment is obsolete due to in availability of parts.

**1.7. TIME AND MATERIALS (T & M), INSPECTION, TESTING, MAINTENANCE, PREVENTATIVE MAINTENANCE, SERVICE AND REPAIRS REQUIREMENTS:**

Time and Materials will include inspection, testing, maintenance, preventative maintenance, service and repairs of any Security System.

Contractor shall charge the Client Agency at a time (labor rate) and materials basis per the rates provided in Exhibit B for all Services.

If the Client Agency subscribes to Time and Materials, it is the responsibility of the Client Agency to contact the Contractor for services listed under T & M with the exception of inspection and testing.

Contractor shall replace batteries in all equipment during any service, to include annual inspection and testing. Contractor shall charge the Client Agency for the cost of the battery but shall not charge any labor for the replacement of the batteries.

**1.8. INSPECTION AND TESTING REQUIREMENTS:**

If the Client Agency has elected to purchase FSM or only inspection and testing services under T & M, the Contractor shall schedule all inspections and testing with the Client Agency. If the Client Agency has not made any formal agreement with the Contractor for inspection and testing, it is the responsibility of the Client Agency to contact the Contractor to schedule all inspections and testing.

Client Agencies that subscribe to T & M will be charged for inspection and testing at a T & M basis per the rates provided in Exhibit B.

Client Agencies that subscribe to FSM will be charged at the inspection and testing rate listed in Item #2 of Exhibit B as part of the FSM charges.

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Client Agency shall retain the option of having Client Agency personnel present at any inspection or service/maintenance visit.

Client Agency may negotiate, with the Contractor, a discounted price for inspection and testing of Security Systems for any large Client Agency facility.

Contractor shall annually clean, test, adjust, and align all of the Client Agency’s cameras and monitors on any security video surveillance system during normal working hours. Cleaning, adjusting, aligning and testing will include, but not be limited to: cleaning the inside and outside of the dome housing of the camera; cleaning the camera lens; applying anti-fog coating to the inside of the dome; applying water shedding product to the outside of the dome; work with the Client Agency and/or central alarm monitoring station to: adjust the camera to the correct field of view; test and adjust the automatic aperture and the pan-tilt-zoom function of the cameras with these features and ensure that the cameras operate correctly; lubricate any camera parts that require lubricant; and adjust picture quality of all monitors to attain the highest quality level capable of each monitor.

Secondary or backup systems such as cellular communication devices or two-way radio, will be tested for functionality and to ensure proper operation should primary telephone lines fail.

Primary systems will be tested to ensure the signal path to the central station is functioning properly and that all devices tested have reported appropriately.

Contractor shall conduct a functional test of all systems, checking each initiation device a minimum of once per year.

Inspection and testing of Security Systems, to include alarm monitoring equipment, will be completed annually or sooner as required per Section 2.2 of this Exhibit A and according to, but not limited to, the chart provided in Section 1.9 of this Exhibit A.

**1.9. INSPECTION AND TESTING FREQUENCIES CHART:**

<b>Device</b>	<b>Frequency</b>
<b>Intrusion detection system</b> (to include any of the backup/secondary alarm communication devices)	<b>Annually</b>
Exterior detectors	Semiannually
Interior detectors	Annually
<b>Burglar, Duress, Holdup or Ambush System</b>	<b>Annually</b>
Portable devices	Semiannually
Exterior fixed devices	Quarterly
Interior fixed devices	Annually
<b>Access control system</b>	<b>Annually</b>

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Readers	Annually
Position switches	Quarterly
Electric hardware	Quarterly
Request-to-exit devices	Annually
<b>CCTV system</b>	<b>Annually</b>
Camera enclosures	Annually before adverse weather conditions
Recorders	Quarterly
<b>Sounding devices</b>	Quarterly
<b>Batteries</b>	General Tests Annually
<b>Off-premises transmission equipment</b>	Quarterly or by Automatic Daily Test
<b>Interface equipment</b>	Annually

At the conclusion of each inspection and testing, the Contractor shall provide a written service report per Section 1.11 of this Exhibit A to the Client Agency and DAS/SSU.

**1.10. PREVENTIVE MAINTENANCE:**

Contractor shall perform preventive maintenance according to the manufacturer’s recommended schedule during normal working hours at a time acceptable to the Client Agency.

Client Agencies that subscribe to FSM will not be charged for preventative maintenance. Contractor will contact and schedule an appointment with the Client Agency for preventative maintenance.

Client Agencies that subscribe to T & M will be charged at a T & M basis per the rates provided in Exhibit B. Client Agency will contact and schedule an appointment with the Contractor when preventative maintenance is required on their equipment.

At the conclusion of the preventative maintenance, the Contractor shall provide a written service report per Section 1.11 of this Exhibit A to the Client Agency and DAS/SSU.

**1.11. REQUIRED SERVICE REPORTS:**

Upon completion of any inspection, testing, maintenance, service, repairs and/or any other work, a legible written service report must be delivered to the Client Agency at the facility at the time of the inspection and testing or service. Contractor shall notify the Client Agency immediately of any discovered deficiencies (list code violations and reference standard with code section, if applicable) to the Security System and identify these deficiencies PROMINENTLY on the service report after any service to a Security System. Service reports are not required for any purchase and installation of equipment as the Contractor must complete Exhibit D per Section 1.12.3 of this Exhibit A.

The service report will include, but not be limited to, the following information:

- Date and time notified



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- Date and time of arrival
- Location of Service
- Client Agency contact person and telephone number
- Contractor's name, business address and telephone number
- Name of technician performing the service
- Description of malfunction reported
- Diagnosis of failure and work performed
- Date and time failure was corrected
- Manufacturer name and manufacturer's part number for all equipment/parts replaced, if applicable
- Charges for the service, if applicable
- Departure Time

Each report must be signed (printed and signed legibly) by the contact person/designee at the Client Agency's location and by the Contractor's technician.

Contractor's failure to sign in or out or leave a signed report at the location, whether intentional or unintentional, will be conclusive proof that a service was not performed.

Within ten (10) business days (or sooner) of the completion of service, the Contractor shall provide the Client Agency with a quote for deficiencies, per the rates provided in Exhibit B, and items that require correction, to include the specific code reference to code violation(s), if applicable. Client Agencies with FSM, will not be charged for any corrections. Client Agencies using a T & M, will be charged on a T & M basis.

If requested, an additional copy of the report will be submitted to the Client Agency and DAS/SSU at no additional charge.

**1.12. PURCHASE AND INSTALLATION OF EQUIPMENT/REPAIR PARTS FOR NEW, UPGRADED OR EXISTING SECURITY SYSTEMS:**

**1.12.1. Purchase and Installation of Equipment and/or Repair Parts:**

Client Agency may upgrade, add, modify or replace any equipment and/or repair parts to their Security System at any time during the term of the Contract. The Client Agency may utilize this Contract to install a new Security System to any location where there is not already an existing Security System.

The only security equipment allowed for purchase under this Contract shall be from the manufacturers listed below. No substitutes. Proprietary equipment is not allowed under this Contract. All equipment will be UL listed. No equipment will be leased under this Contract.

- **Panasonic** for security video surveillance equipment, to include but not be limited to, cameras, monitors.

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- **Digital Monitoring Products (DMP)** for, but not limited to, security alarm panels to monitor for burglar, duress, environmental and any other security related alarms.
- **Honeywell/Prowatch** for access control systems.

There may be instances where DAS/PP may authorize exceptions, to include proprietary equipment, to the manufacturers listed above during the term of the Contract on a case per case basis (refer to Section 1.12.4 of this Exhibit A).

Contractor shall continue to be a factory authorized manufacturer dealer and factory authorized distributor/dealer/service center for manufacturers listed above and for any other manufacturers not listed above, as applicable, for the term of the Contract.

The following types of equipment related to the scope of this Contract may be purchased under this Contract:

Exterior and interior cameras; housing and mounts for cameras; monitors; keyboards; annunciator panels; arming stations/keypads; detection and alarm equipment; video equipment, security digital video recorders, videocassette recorder and other recording devices; video management systems; motion detectors/sensors; burglar, duress, intrusion, hold-up, ambush and silent alarms; panic/duress devices/buttons; environmental systems alarms (to include freezer, refrigerator, boiler, air conditioning, water, flooding and temperature control alarms) magnetic contacts, magnetic and mechanical switches; sensors; cards/keys; card/key/credential readers; card/key/credential printers/encoders; badge systems and accessories; cable; wiring; power supplies; security door hardware (i.e. door contacts, door strikes, door closures and door release buttons); servers; security video intercom systems; barrier gates and sliding security gates; turnstiles; visitor management systems; guard tour systems; emergency call boxes; parking lot and perimeter security equipment; active shooter detection systems; and all equipment, parts and materials needed to install or house equipment.

All systems will have emergency backup power to remain operational for a minimum four (4) hour period during any power failure event.

All equipment purchased must be new and will be the manufacturer's most current model. Replacement parts must meet or exceed original equipment manufacturers specifications. All substitutes for the original manufacturers' equipment must be approved in writing by the Client Agency before installation.

Prior to the issuance of the purchase order for access control cards, the Client Agency shall contact DAS/SSU for the sequential numbers that will be printed on the access control cards. The sequential numbers must be listed on the purchase order. All newly purchased access control cards must be delivered to DAS/SSU not the Client Agency.

For each project undertaken, State Client Agencies shall obtain a Construction Permit and an eventual Code Compliance Certificate from a Construction Permitting Agency. Client Agencies, other than State Client Agencies, shall obtain Construction Permits and Certificates of Code Compliance from the local building department having jurisdiction.

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**1.12.2. Site Inspections and Request for Quote for Equipment and/or Repair Parts:**

Client Agency shall contact DAS/SSU prior to soliciting quotes from the Contractor(s), when applicable. The Client Agency shall schedule a site inspection with the Contractor(s) and DAS/SSU, when applicable, prior to the deadline that the Contractor(s) is required to submit their quote to the Client Agency.

Contractor(s) shall contact DAS/SSU to verify that DAS/SSU is aware of said project prior to the Contractor submitting a quote to the Client Agency for the purchase and installation of equipment.

During the site inspection, the Client Agency may provide a blueprint of the location and will indicate where they would like the placement of all equipment. Contractor(s) shall specify if there are any required modifications and/or additions to the site and suggest any changes to the placement of all equipment, which are required to insure proper operation of the equipment. Contractor(s) shall carefully examine Client Agency's specifications, become familiar with the location's conditions and requirements that may in any manner affect the work to be performed as well as equipment, materials, labor, or services required under this Contract prior to providing DAS/SSU and the Client Agency a quote.

Contractor shall provide the Client Agency and DAS/SSU, if applicable, with a detailed, written and itemized quote for installation of additional systems, equipment upgrades, modifications and/or new systems within 10 business days after the site inspection. The quote will include, but not be limited to, all equipment along with model/part number; materials and a breakdown of the number of hours to complete the project. The quote shall not include any terms that identify an item as being obsolete or by others unless agreed in writing by the Client Agency. The quote will be the actual cost to be listed on the Client Agency's purchase order for work to be provided regardless of the number of hours of work actually worked to complete the project. Client Agency should address any concerns or price adjustments in regards to the quote prior to issuance of purchase order. Client Agency may negotiate, with the Contractor, a discounted price on a Security System project. If equipment changes are required after the original quote, a supplemental quote with any updated CAD drawings, if applicable, must be submitted to the Client Agency and DAS/SSU for their records.

After the Client Agency reviews all the quotes, the Client Agency shall issue a purchase order including an equipment list and services required.

Contract Supplements will not be issued for any Client Agency that wishes to utilize this Contract. Client Agencies shall deal directly with the Contractor for acquiring Services listed within in this Contract.

**1.12.3. Installation of Equipment/Repair Parts:**

Contractor shall deliver a turnkey operation where the Contractor takes full responsibility of the project from the design stage through the completion and commissioning of the system to ensure that the system is fully operational and ready to operate prior to receiving final Client Agency signature (also refer to Section 1.14 of this Exhibit A). As part of the turnkey operation, the Contractor shall be required to provide, but not be limited to, consulting, design and project management services; equipment

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delivery; installation and system integration of all equipment; final hook up for all devices; system testing; and onsite training at no additional charge to the Client Agency according to a written schedule that is to be provided to the Client Agency prior to the commencement of the project which is mutually agreed upon in writing by both parties after receipt of a purchase order. All charges will be included in the quote provided to the Client Agency and DAS/SSU.

Contractor shall maintain and complete Exhibit D, as attached to and incorporated into this Contract, for each project, throughout the term of the project. For minor installations, the Client Agency may notify the Contractor in writing that Exhibit D is not required. DAS/PD may update Exhibit D at any time during the term of the Contract.

Contractor shall provide blueprints and/or CAD drawings (at the discretion of the Client Agency) of typical equipment room layouts, specifying floor space, electrical outlet requirements and where all equipment will be placed for each system. Drawings and submittals are to be provided to the Client Agency and DAS/SSU, if applicable, at no additional charge. Cut outs/data sheets for major components are to be provided to the Client Agency and DAS/SSU at no additional charge.

Contractor may charge an hourly rate for detailed drawings and submittals, refer to Exhibit B, when the drawings and submittals are above and beyond the specifications listed within in this Contract. These drawings and submittals must be part of the project specifications received from the Client Agency and DAS/SSU. Contractor must have written approval from the Client Agency and DAS/SSU prior to producing the drawings and submittals.

Contractor shall provide the most current software and firmware with compatibility for all necessary equipment to function properly.

All equipment delivered for installation must conform to the testing standards at the time of purchase and must incorporate the most recent design changes from the manufacturer as of the scheduled delivery dates for that technology.

Contractor shall supply weekly activity reports and/or conduct inspections and testing on all equipment as required by the Client Agency and DAS/SSU.

When installation or repair of any equipment requires the temporary shutdown of the Security System, the installation or repair will be performed at such a time as designated by the Client Agency. Client Agency reserves the right to limit the shutdown time to a specified number of hours and set the date and time of each occasion of complete shutdown. Contractor shall ensure all tools, supplies, equipment and labor are on hand and in position to start the moment the shutdown period is initiated.

Contractor shall remove all existing equipment and will be required to turn over all equipment removed to the Client Agency.

All existing cable or wire will be used during installation unless Contractor is directed otherwise in writing by the Client Agency. If the Client Agency requests new cable or wire, the Contractor shall

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remove the existing cable or wire and dispose of it (at no expense to the Client Agency). Whenever possible, all wiring will be concealed. All wiring in public areas must be concealed within doorframes, walls, ceilings, conduit, etc.

In the event that some surface wiring is necessary as part of a particular installation it must be protected from damage or tampering by placing it in metallic raceway or a flexible, armored and waterproof conduit that must meet or exceed all applicable codes and standards. If surface wiring is to be installed, written approval must be obtained from the Client Agency. Any alternate methods of wiring must be submitted and approved in writing by the Client Agency and DAS/SSU.

Existing door hardware such as door locks/strikes, door magnets, etc. will be reused where possible, unless stated in writing by the Client Agency and DAS/SSU.

Contractor is responsible for all repairs or altered areas that occurred during the installation or removal of equipment (i.e. patching, painting, plastering, conduit, dry wall restoration, etc.). Pricing for these repairs or alterations must be provided in the Client Agency's quote and when requested in writing by the Client Agency.

Contractor is responsible for all repairs due to damage that occurred during the installation or removal of equipment (i.e. patching, painting, plastering, conduit, dry wall restoration, etc.) at no expense to the Client Agency.

Contractor shall be responsible for the proper operation, function and décor/aesthetics of each door, door trim, door jamb, door hardware, door strike, door glass, closure adjustment or any other attached hardware or decorative paint, stain, artwork, signage including any necessary installation and Americans Disability Act Accommodations.

**1.12.4. Equipment/Repair Parts Exceptions:**

Exceptions to the manufacturers listed in Section 1.12.1 for equipment/repair parts must be approved and added to the Contract by DAS/PD. The Client Agency and/or Contractor shall submit written justification to DAS/PD for all exceptions. Once the justification has been received, DAS/PD will email the Contractor and request factory authorized distributor/dealer/service center documentation for those manufacturer(s) that need to be added to the Contract.

Approval requests must be submitted to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov).

**1.13. TRAINING:**

Training must be sufficient for the Client Agency to fully understand and comprehend how the equipment/system/software operates. All training must be provided to all shifts during their normal work schedules including evening and night shifts, if required by the Client Agency.

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If a Client Agency requires refresher training, or if a turnover in the Client Agency's staff generates a need for additional training, the Client Agency shall contact the Contractor to request training to be provided on a date and time mutually agreed upon by both parties, at no additional expense to the Client Agency.

If more advanced training is required, the Client Agency shall contact the Contractor for a quote.

**1.14. ACCEPTANCE AND SIGN OFF OF EQUIPMENT:**

Project binder disc (listed below) must be submitted as required in accordance with the project and technical specifications on a per project basis. Contractor shall make any corrections to the submittals as required by the Client Agency and/or DAS/SSU, at no additional cost to the Client Agency or DAS/SSU. At the Contractor's expense, the Contractor shall resubmit the required number of copies of the proposed corrected project discs until such proposed correction(s) are approved by the Client Agency and DAS/SSU.

After the equipment has been installed and as part of the completion process, the Contractor shall provide DAS/SSU with two (2) copies of the project binder disc as outlined below.

Project binder disc must contain the following:

1. Final accepted project quote with any changes that were made to the original project quote.
2. Product data sheets: List all the system components that were provided during the installation process and highlight these data sheets.
3. Cut sheets: Sales literature for all products that have been installed.
4. The following items will be saved in both Auto Cad and PDF formats.
  - As built drawings: Include the site plan with device locations noted on them, along with wire routes that were used to connect devices to head end.
  - Riser diagrams
  - Wiring diagrams
  - Wiring diagrams for the head end

DAS/SSU shall schedule and coordinate a final walk through and inspection with the Contractor and Client Agency within ten to fifteen business days or sooner after receiving the project binder discs.

Contractor shall provide the Client Agency with a training syllabus and training of equipment and/or software installed, at no additional cost to the Client Agency, prior to the acceptance and sign off of equipment and/or software.

After the final walk through has been completed and approved, the Contractor, Client Agency and DAS/SSU shall sign off on a completed Exhibit D. Execution of Exhibit D constitutes acceptance by the Client Agency and DAS/SSU for purposes of the Contract. Contractor shall be responsible for ensuring that they, Client Agency and DAS/SSU receives a copy and that Client Agency receives the original of the

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Exhibit D. Contractor shall not invoice the Client Agency until Exhibit D has been signed by Client Agency, DAS/SSU and Contractor.

If the Contractor is the one that originally installed the system, the project binder disc for the added/replaced equipment must be combined with original project binder to create a complete new project binder. The new project binder disc will replace the original issued project binder disc.

Contractor shall provide a hard copy of the project binder to the Client and/or DAS/SSU at no additional charge, if requested.

For any supplemental work to a site where a project binder disc was already provided, the Contractor shall provide DAS/SSU with two (2) new project binder discs for the added/replaced equipment.

**2. ADDITIONAL TERMS AND CONDITIONS:**

**2.1. APPLICABLE CODES AND RECOMMENDATIONS:**

Where applicable, the Security Systems and Services performed, including monitoring services, under this Contract must be in strict accordance with, but not limited to, the latest revisions of the NFPA codes, Connecticut Fire Safety Codes, Connecticut Fire Prevention Code, National Electrical Code, Connecticut Building Codes, International Building Codes, International Mechanical Code and International Existing Building Code, as accepted by the State Fire Marshal; local building codes; and Manufacturer recommendations and/or requirements, as well as any other applicable, Occupational Safety and Health Administration, United States Department of Transportation, UL and/or any other Federal and/or Connecticut Regulations/Statutes/Codes and any other industry standards.

If any of the stated codes, recommendations and regulations are different, overlap or are in conflict with one another, the Contractor shall inform the Client Agency in writing which method will be used. The Client Agency reserves the right to have the Contractor correct any installation method, at no expense to the Client Agency, not found by the Client Agency to be in the best interest of the State.

If any of these codes/requirements change and have an impact on the Contract, a Contract Supplement may be issued to reflect these changes.

**2.2. LICENSES:**

Contractor shall hold the following licenses, as applicable to the service provided, issued by the State of Connecticut, Dept. of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

Subcontractors approved under Section 2.7 of this Exhibit A shall hold the following licenses, as applicable to the service provided (on behalf of the Contractor), issued by the State of Connecticut, Dept. of Consumer Protection, Department of Labor or any other license not listed below, as required by State law.

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The Client Agency, at any time during the term of the Contract, may request that the Contractor/subcontractor provide proof of any of the below referenced licenses. Contractor/subcontractor's personnel shall carry their licenses with them when performing any Services and will make the required licenses available to the Client Agency prior to beginning any type of service, if requested.

**2.2.1. Security Video Surveillance Systems (Closed-Circuit Television) License(s):**

C-5, E-1 or L-5 Electrical Contractor types, with employees holding the respective C-6, L-6 or E-2 Electrical Journeyman type licenses, or be registered as an apprentice with the Connecticut Labor Department.

OR/

Personnel performing the work under the V-1 Dealer/Technician license or V-9 Dealer Company License, with employees that hold a current State of Connecticut, Dept. of Consumer Protection V-2 Technician license or V-8 Apprenticeship card issued by Department of Consumer Protection.

**2.2.2. Access Control Systems (Card Access) License(s):**

C-5, E-1 or L-5 Electrical Contractor types, with employees holding the respective C-6, L-6 or E-2 Electrical Journeyman type licenses, or be registered as an apprentice with the Department of Labor.

**2.2.3. Burglar Alarms Systems License(s):**

C-5, E-1 or L-5 Electrical Contractor types, with employees holding the respective C-6, L-6 or E-2 Electrical Journeyman type licenses, or be registered as an apprentice with the Connecticut Labor Department.

**2.2.4. Alarm Monitoring License(s):**

Each town/city regulates whether a license(s) is required for alarm monitoring services of Security Systems and/or Fire Protection Systems in their jurisdiction. Contractor/subcontractor is responsible for obtaining all required license(s) from the appropriate town/city where alarm monitoring services is required prior to beginning any service, if applicable.

**2.3. CONTRACTOR'S PERSONNEL FOR ALARM MONITORING SERVICES:**

**2.3.1. Monitoring Dispatchers:**

Contractor's monitoring dispatchers shall undergo training that meets with the requirements of this Contract, in a simulated dispatch environment, followed by live experience in the monitoring center under the guidance of a trainer. Contractor shall provide documentation that monitoring dispatchers have been provided training, upon request by the Client Agency, DAS/PD and DAS/SSU.



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Contractor's monitoring dispatchers are subject to drug testing and shall hold required licenses and certifications for all jurisdictions, at the Contractor's expense.

**2.3.2. Account Manager:**

Contractor shall provide an Account Manager and backup Account Manager for alarm monitoring services and are responsible for the following, but not limited to:

- Main point of contact for DAS/PD, DAS/SSU and Client Agency.
- Apprise and handle all types of issues with the Client Agency, DAS/SSU and DAS/PD and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Clarify and correct any invoicing and performance issues.

Account manager and backup shall maintain the following qualifications, but not limited to:

- Strong verbal and written communication skills.
- Knowledgeable of the functionality of all company products.
- Minimum of five (5) years of experience in providing similar service.
- Ability to develop and maintain good client relations between their company and the Client Agency.

**2.4. CONTRACTORS PERSONNEL FOR INSPECTION, TESTING, MAINTENANCE, PREVENTATIVE MAINTENANCE, SERVICE, REPAIRS, PURCHASE AND INSTALLATION:**

**2.4.1. Service Technicians:**

Contractor's personnel shall be qualified technicians with a minimum of three years of experience in electronic Security Systems service and repair. Contractor is responsible for providing all necessary training and certifications for their staff for all equipment listed in this Contract at the Contractors' expense.

Contractor shall provide proof of manufacturer certification(s) for all newly factory trained and certified technician(s), upon request from Client Agency.

**2.4.2. Contract Managers:**

Contractor shall provide a single point contact for each of the three managers listed below, along with a backup manager to fill in during time of absence of each manager. All managers shall be located in-state.

All managers and backup managers shall maintain the following minimum qualifications:

- Ability to read and comprehend blueprints, plans and drawings.

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- Strong verbal and written communication skills.
- Knowledgeable of the functionality of all company products.
- Minimum of five (5) years of experience in providing similar service.
- Ability to develop and maintain good client relations between their company and the Client Agency.

As part of the Contractor's standard ongoing technician performance management process, the Contractor's manager(s) are required to perform documented field visits (known as check rides) once per month to observe the Contractor's employees performance in the course of conducting any service/installation to a Security System.

**2.4.2.1. Account Managers:**

The Account Manager and backup Account Manager shall provide the following services, at a minimum:

- Apprise and handle any type of issues with the Client Agency, DAS/SSU and DAS/PD and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Oversee installation of new equipment and systems.
- Clarify and correct any invoicing and all performance issues.
- Provide a monthly updated list of statewide system numbers for each state location.
- Meet quarterly with DAS/PD and DAS/SSU.

**2.4.2.2. Service Manager:**

Contractor shall provide a Service Manager for all projects regardless of job scope or job costs. The Account Manager is the backup Service Manager to fill in during time of absence of the Service Manager. Service Manager shall:

- Schedule and coordinate all appointments for service calls, inspections and testing with the Client Agency.
- Provide Client Agency with an estimated time of arrival and issue a ticket number(s) for all service calls.
- Provide Client Agency with updates on service call responses and diagnostics of any issues.
- Email DAS/SSU at [DAS.StatewideSecurityUnit@ct.gov](mailto:DAS.StatewideSecurityUnit@ct.gov) and [DAS.Security.Guard@ct.gov](mailto:DAS.Security.Guard@ct.gov) when service calls have been received and provide an estimated time of arrival, ticket number(s), updates and diagnostics of all service call responses.
- Apprise and handle any type of issues with the Client Agency, DAS/SSU and DAS/PD and follow up as necessary to ensure that schedules are kept and repairs are completed in a timely manner.
- Provide loaner equipment, at no charge to the Client Agency, when necessary to minimize down time.

**2.4.2.3. Installation/Project Manager:**

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Contractor shall provide an Installation/Project Manager for all projects regardless of job scope or cost. The Account Manager is the backup Installation/Project Manager to fill in during time of absence of the Installation/Project Manager.

The Installation/Project Manager and backup Account Manager shall maintain the following minimum qualifications:

- Schedule and coordinate all appointments for a project with the Client Agency.
- Oversee installation of new equipment and systems.
- Apprise Client Agency and DAS/SSU of any issues with the project.
- Provide written weekly project updates to the Client Agency and DAS/SSU.
- Handle issues directly and follow up as necessary to ensure that schedules are kept and that the project is completed in a timely manner.

**2.5. LABOR RATES:**

Labor rates are to be considered straight time costs for work accomplished during normal working hours. Hourly rates will be charged in quarter hour increments and rounded up or down to the closest quarter hour after the minimum number of hours has been applied. All Services will be performed during the normal work day (as defined below).

Any Services performed after the normal work hours will be executed only with prior written approval from the Client Agency at the rates described in Exhibit B.

Normal Work Day: 7:30 am through 4:30 pm, Monday through Friday, excluding all State holidays.

Continued Service Beyond Normal Work Day: This is for repairs that extend beyond the normal working hours.

After Hours, Saturday, Sunday and Holidays: This rate is for when emergency service is requested by the Client Agency after normal work day hours.

List of State holidays may be found on the DAS/PD website: <http://das.ct.gov/fp1.aspx?page=264>.

**2.6. ADDITIONAL FEES:**

Contractor shall not charge any additional fees including but not limited to, equipment rental (to include lift equipment), truck charges, fuel surcharges, travel time, travel costs, trip charges, mileage charges, portal-to-portal rates, parking fees, ancillary fees and costs including permits, licenses, insurance, and other expenses not listed within the Contract.

**2.7. SUBCONTRACTING:**

No subcontracting is allowed under this Contract except for:

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- Monitoring service. Contractor shall ensure that monitoring service subcontractor meets all licensing qualifications outlined in Section 2.2. of this Exhibit A.
- The electrical portion of this Contract. Contractor shall ensure that electrical subcontractor meets all licensing qualifications outlined in Section 2.2. of this Exhibit A.
- Locksmith service.
- Manufacturer's field support. Contractor shall ensure that subcontractor meets the qualifications and performs Services as outlined in this Exhibit A.

DAS/PD must approve any and all subcontractors, with the exception of manufacturer's field support, utilized by the Contractor in writing prior to any such subcontractor commencing any work. Once approved, the subcontractor's information will be included in Exhibit F. DAS/PD may remove any subcontractor from Exhibit F at any time if DAS/PD deems a subcontractor not qualified to performed work under this Contract.

Contractor acknowledges that any work provided under the Contract to any Client Agency is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems necessary or appropriate. Contractor shall be responsible for all payment of fees charged by the subcontractor(s).

If the Contractor subcontracts, the sole responsibility for Performance of the job will rest upon the Contractor, not the subcontractor. If the Contractor has any issues with the subcontractor, it is the Contractor's responsibility to handle and resolve all problems. If the problems are not resolved, the Contractor shall find another means to complete the job by the stated deadline. A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS/PD upon request in a form acceptable to DAS/PD.

DAS/PD and DAS/SSU may, at their sole discretion, prohibit the Contractor the use of any approved subcontractor(s) on a specific project.

Contractor may charge a markup percentage (refer to Exhibit B) over the total cost of the subcontractor's or manufacturer's field support total cost. Contractor shall provide the Client Agency with a copy of the subcontractor's quote with their invoice.

If a Contractor elects to utilize any additional subcontractor(s) that are not listed in Exhibit F for electrical service, the Contractor shall submit their request in writing to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) or her successor Contract Specialist for approval prior to any such subcontractor commencing any work. If DAS/PD approves the subcontractor, the Contractor shall have the subcontractor complete the form SP-26NB (provided by DAS/PD) and return to DAS/PD. Once DAS/PD is in receipt of the SP-26NB, a Contract Supplement will be issued adding the subcontractor to the Contract for the requested Contractor.

**2.8. PREVAILING WAGES:**

Some or all of the Performance may be subject to prevailing wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a):

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The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

**2.9. PERFORMANCE BOND:**

If the Client Agency requires a performance bond, it will be the Client Agency responsibility to request and maintain the performance bond from the Contractor. The amount of the performance bond will be determined by the Client Agency, paid for by the Contractor, and will not exceed the total amount of the project.

**2.10. ADD OR DELETE A SERVICE TO THE CONTRACT:**

The State reserves the right to add or delete any service not listed in this Contract that may be required due to codes and/or recommendations changes listed in Section 2.1 of Exhibit A during the term of the Contract.

If a Client Agency needs a specific service added to the Contract, the Client Agency shall submit the request in writing to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov). DAS/PD shall then request a price for the service from the Contractor(s) listed within the Contract. After DAS/PD reviews all the information and the service is approved, 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](mailto:linda.loschiavo@ct.gov) with all the information to remove the service. After the information is received, a Contract Supplement will be issued to remove said service.

**2.11. PRODUCT RECALL/SAFETY NOTICE:**

Contractor shall email product recall notices and/or safety notices regarding equipment or repair parts immediately to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov). A Contract Supplement will be issued to the Contract Award to alert the Client Agencies of the recall notice and/or safety notice.

**2.12. WARRANTY:**

Warranty period for new equipment will not begin until the execution date listed on Exhibit D. The warranty period will be for a minimum period of one (1) year or according to the manufacturer's standard warranty, whichever is longer. Contractor shall provide Goods free from defects in materials or workmanship, which substantially conform to the specifications, performance standards, and descriptions in the documentation, so as to provide use of the products in accordance with such documentation without significant functional

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downtime to the Client Agency's ongoing business operations during the warranty term. If, during this period, such faults develop, the unit or component affected will be repaired or replaced without any cost to the Client Agency. Where accessories are to be supplied, they must be compatible with the rest of the equipment.

The warranty will provide the full cost to replace the defective item including, but not limited to, any labor, packing and shipping required to replace the defective item.

Service performed under this Contract will be fully guaranteed against defect due to faulty material and/or workmanship.

Each new installation comes with one full year warranty for all newly installed system components. This warranty covers all parts and labor associated with correcting workmanship issues, faulty equipment and other related issues. Only the parts or systems newly installed are covered; therefore, any add-on to an existing system comes with a warranty specific to those components added, but this warranty does not extend to the rest of the already-installed system. Any and all Full Service Maintenance agreements engaged with a newly installed system components would take effect in year two (2) at the Contract price listed in Item #1 of Exhibit B. Client Agency is responsible for keeping track of equipment warranty expiration dates.

This warranty does not apply to certain conditions as listed below, and if Client Agency calls the Contractor for service under the warranty and upon inspection by Contractor's representative it is found that one of these conditions has led to the inoperability or apparent inoperability of the equipment, the Contractor will complete any repairs necessary and charge according to the rates listed in Exhibit B. If the repairs cannot be made at that time, the Contractor will make arrangements with the Client Agency on when the repairs can be completed and only will be charged for the time that the Contractor's representative was at the Client Agency's facility. Should it actually be necessary to make repairs to the equipment due to one of the conditions listed below, a charge will be made for such service at the rates listed in Exhibit B for labor and material.

Conditions not covered by warranty:

- Damage resulting from accidents, acts of God, acts of terrorism, alternation, misuse, tampering, abuse or other cause not related to a defect in material or workmanship.
- Failure of the Client Agency to properly follow operating instructions provided by the Contractor at time of installation or at a later date.
- Adjustments necessitated subsequent to completion of installation by the Contractor and acceptance by Client Agency due to misalignment of video cameras, improper adjustment of monitor brightness and/or contrast tuning dials or changes to lighting conditions in the area viewed by the camera(s).
- Trouble due to interruption of commercial power, or to the phone service or to use of non-traditional phone service. Traditional telephone service is the Public Switched Telephone Network, commonly referred to as landline phone service. Non-traditional phone service is everything else, such as Digital Subscriber Line, Voice Over Internet Protocol, digital phone,

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Managed Facility Voice Network and other Internet-interface type voice and data transmission facilities.

- Devices designed to fail in protecting the Equipment, such as, but not limited to, fuses and circuit breakers.
- Equipment changes requested by the Client Agency and were the Contractor advised the Client Agency against such modifications.

**2.13. SIGNING OF DOCUMENTS:**

The Contractor shall not require any Client Agency to sign any form/document for any type of Service selected under this Contract except for final sign off signature in Exhibit D. Client Agencies do not have the authority to sign any paperwork from a Contractor as this Contract and any purchase order issued under it are the entire agreement with the Contractor. The Contract and the Client Agency's associated purchase order are the only documents governing transactions between the Client Agency and the Contractor with the exception of Exhibit D. Any issues regarding the signature of any additional document(s) must be brought to the attention of Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) or her successor Contract Specialist.

**2.14. ACCOUNT TRANSITION:**

The Contractor shall provide the lock-out codes to the panel or default the panel to allow any new contractor access to the panel and provide any other necessary information required to gain full access to the Security System as part of the transition period between this Contract and any subsequent contract and between contractors under this Contract.

**2.14.1. FSM Account Transition if Switching Contractors:**

If the Client Agency elects to change services for FSM to another contractor awarded this Contract, the Contractor and Client Agency shall determine a time to allow the new contractor the opportunity to inspect all of the equipment at the Client Agency's location. Equipment that is damaged or not up to code will require replacement of said equipment by the contractor before transitioning over to the new Contractor.

After the deficiencies have been completed, the new Contractor shall contact the existing Contractor and work together to make the transition as smooth as possible.

**2.14.2. Account Transition at Contract Expiration:**

DAS/PD and/or DAS/SSU shall coordinate and work with the Contractor and future contractor to ensure a smooth transition of accounts. Contractor shall complete the transition in a timely manner without any interruption of service. Contractor shall work with any new contractor immediately after the execution of any subsequent contract to schedule transition and phase-in of equipment.

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If there are any purchase and installation projects still open during a transition period, the Contractor is authorized to continue and complete the project in its entirety.

All monitoring, full service maintenance, test and inspection, maintenance, preventative maintenance, repairs and service will be transitioned over to the new contractor after Contract expiration.

**2.15. CONTRACT REPORTING:**

2.15.1. Monthly Reports:

Contractor shall submit a consolidated monthly report to include all Service calls performed under the Contract to DAS/SSU at [DAS.StatewideSecurityUnit@ct.gov](mailto:DAS.StatewideSecurityUnit@ct.gov) and Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) or her successor Contract Specialist at no charge. Reports must be submitted no later than 30 days after the first of each month. Upon request, the Contractor shall provide a Client Agency a monthly report for all Service calls performed for that specific Client Agency.

2.15.2. Annual Reports:

The Contractor shall be required to furnish Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) or her successor Contract Specialist and DAS/SSU at [DAS.StatewideSecurityUnit@ct.gov](mailto:DAS.StatewideSecurityUnit@ct.gov) with a summary of the total spend for repairs; FSM; and purchases/installation made under this Contract on a yearly basis, if requested. 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.

2.15.3. Upon request, the Contractor shall submit the following report(s), within 30 days of request, in electronic format (i.e., Microsoft Excel) to Linda LoSchiavo at [linda.loschiavo@ct.gov](mailto:linda.loschiavo@ct.gov) or her successor Contract Specialist at no charge. Each report will indicate the name and address of the Contractor, Contract number, and period covered by report. The report must be broken down for each agency and all Service that was performed and equipment purchased and installed must be listed separately and must include, at least, the following fields:

Report for Full Service Maintenance Services:

- Location: Client Agency name and address
- List all dates and type of Services that were performed.

Report for Time and Materials (T & M) Inspection, Testing, Maintenance and Preventative Maintenance Services:

- Location: Client Agency name and address.
- List all dates and type of Services that were performed.



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Report for Purchase and/or Installation of Equipment:

- Location: Client Agency name and address
- List of equipment at that location with manufacturer's name and model number, if applicable.
- Quantity of each piece of equipment.
- Start date of installation.
- Final completion date of the installation (which would be the date of the Client Agency's written acceptance of the installation of the system and/or of the equipment).

Report for Client Agency's System/Equipment List:

- Location: Client Agency name and address
- List of equipment at that location with manufacturer's name and model number, if applicable.
- Quantity of each piece of equipment.

Note: When requested, the Contractor shall provide DAS/PD, DAS/SSU and/or the Client Agency with a complete equipment list of all security equipment at each location for each Client Agency. The equipment list must be a complete list of all existing security equipment and any new security equipment added to a location. This list will be kept up to date if any future changes are made to any of the equipment.

**2.16. 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.

**2.17. DAMAGES OF STATE AND/OR PERSONAL PROPERTY:**

Contractor shall be responsible for the repair or replacement cost of any damage to the State and/or personal property. Contractor shall be responsible for reporting, verbally and in writing, any damage to State or personal property within seventy-two (72) hours of the occurrence.

**2.18. 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

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realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

**2.19. 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.

**2.20. ENERGY STAR PROVISION (per CGS 4a-67c):**

Equipment and appliances offered pursuant to this contract shall meet or exceed the federal energy conservation standards set forth in the Energy Policy and Conversation Act, 42 USC 6295, any federal regulations adopted thereunder, and shall meet or exceed the federal Energy Star standards established by the U.S. Environmental Protection Agency and the U.S. Department of Energy.

**2.21. P-CARD (PURCHASING MASTERCARD CREDIT CARD):**

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

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

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

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

**2.22. BUSINESS ASSOCIATE**

The Contractor is a Business Associate for purposes of HIPAA.

**2.23. 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.

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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.

**2.24. 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 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. Contractors shall obtain from the DOC a form for each 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) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must 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 being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason 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.

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- (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 must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.
- (L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

(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 shall 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 shall 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 Contractor or Contractor Parties. All persons are prohibited from accepting or giving anything from and to an inmate. Inmates are accountable to DOC personnel only, no other person will have any conversation or dealings with inmates without the approval of the DOC supervisory official in charge.

(C) Vehicle Control

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

(D) Contraband

Contractors shall not bring clothing or contraband into or onto the Facility's grounds or leave clothing or contraband in a vehicle located on the grounds of the Facility outside of an

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area designated by DOC personnel. Contraband is defined below and all persons are subject to these DOC Facilities Rules concerning contraband when on the Facility's grounds.

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

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

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

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

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

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

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

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(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.

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.

**2.25. BADGING REQUIREMENTS FOR THE CONNECTICUT AIRPORT AUTHORITY, BRADLEY INTERNATIONAL AIRPORT (THE AIRPORT):**

- (1) All Contractor employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training before entering Bradley International Airport or engaging in any part of the Performance.
- (2) Contractors shall not allow any of their employees to enter the Airport or undertake any part of the Performance unless the employees shall have first been issued an individual, valid, security identification badge which they shall display properly at all times while at the Airport. The security badge will be issued upon the successful completion of a ten year (10) criminal history records check, and Transportation Security Administration Security Threat Assessment and a training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change during the term of the Contract. Persons with felony convictions will be evaluated on an individual basis. The Client Agency may, at any time during the term of the Contract and in its sole discretion, modify the criminal history records check, training, testing program, security and badge requirements. The Contractor shall comply with all such modifications.

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- (3) The Contractor shall assign at least one individual, but no more than 3 individuals, to act as an Authorized Supervisor for the airport. Prior to starting Performance, Contractors shall direct the Authorized Supervisors to comply with all of the applicable terms and conditions of this Contract, including doing any and all things which the Authorized Supervisors deem to be necessary or appropriate to ensure full Performance.
- (4) Client Agency shall deliver to the Contractors a copy of the applicable requirements of all federal and state regulations governing aviation security activities prior to Contractors starting Performance. Contractors shall comply fully with all of those requirements and regulations and shall ensure the same for all of their employees who will perform in any way.
- (5) The duties of the Authorized Supervisor are to:
  - (A) read, understand and follow fully all of the requirements of all federal and state regulations governing aviation security activities;
  - (B) notify the security badging office or BDL Airport Operations **immediately** of all employee terminations and transfers in writing, which may include via e-mail.
  - (C) return to the security badging office or BDL Airport Operations a termination form with the terminated or transferred employee's security badge along with all other security-related items that had been issued to the employee, including, but not limited to, keys, gate cards and ramp stickers, no later than twenty-four (24) hours after the effective date of the termination or transfer. If the Authorized Supervisor fails to return timely the badge or other security related-item, the Authorized Supervisor shall submit a termination form no later than one (1) week after the effective date of the termination or transfer, along with a written explanation detailing the course of action that has been taken towards retrieving the outstanding item(s);
  - (D) limit the distribution of security related information only to persons with valid, Bradley International Airport security badges and as requested by the Airport Security Coordinator (ASC) or designated representative ;
  - (E) not presign badging applications and complete the entire Authorized Supervisor section of the badging application for all Contractors employees who will Perform under this Contract;
  - (F) report lost or stolen badges in writing immediately to the security badging office and/or Airport Operations on the standard lost/stolen security badge report.
- (6) Contractors shall ensure that the Authorized Supervisors read, understand and follow all of their prescribed such regulations and requirements. Accordingly, prior to starting Performance, and as a condition precedent to any of Contractors' employees being allowed to enter the Airport to Perform, Contractors shall deliver to the Client Agency a document signed by the Authorized Supervisors in the following form:

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

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

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

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

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



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- (7) Contractors shall pay the Client Agency a fee of \$100 per unreturned badges for any terminated or transferred employee and reimburse the Client Agency, no later than thirty (30) days after receiving an invoice from the Client Agency, for any applicable federal or state amounts, penalties or both for which the Client Agency may be held responsible resulting from the Contractors' failure to follow fully all of the applicable federal and State regulations and other requirements concerning aviation security activities, including, by way of example, but not by way of limitation, \$100 per unreturned badges for any terminated or transferred employee and up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations (including, by way of example, but not by way of limitation, failure to properly display security badge or failure to control access through a controlled access door with a proximity card reader). If Contractors fail to pay the fee or reimburse the Client Agency timely, the Client Agency may, in its sole discretion, demand, and the Contractors shall, return all of the security badges for all of the Contractors' employees. Consequently, DAS shall, at the Client Agency's request, terminate the Contract as to those Contractors. DAS and the Client Agency will take into account such Termination as an indication of Contractors' not being responsible in future leasing and contracting opportunities.
- (8) The Client Agency may suspend or terminate security privileges of individual employees pending investigation of any individual who is alleged to have violated any security regulations. Security privileges for the Contractor as an entity may also be suspended or terminated for failure to comply with all security regulations.

CONTRACTOR NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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	<b>MANAGEMENT CONTACT INFORMATION:</b>	
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**Account Manager:**

Name:	Erick Barfield
Office Phone Number:	203-741-4073
Cell Phone:	860-256-5382
Email Address:	<a href="mailto:ebarfield@tyco.com">ebarfield@tyco.com</a>

**Backup Account Manager:**

Name:	Dennis Veronneau
Office Phone Number:	203-741-4069
Cell Phone:	203-537-9700
Email Address:	<a href="mailto:dveronneau@tyco.com">dveronneau@tyco.com</a>

**Project/Installation Engineer:**

Name:	Shaun Travis
Office Phone Number:	203-741-4014
Cell Phone:	203-213-1236
Email Address:	<a href="mailto:Shaun.travis@jci.com">Shaun.travis@jci.com</a>

**Service Manager:**

Name:	Lucy Digioia
Office Phone Number:	203-741-4045
Cell Phone:	203-631-6091
Email Address:	<a href="mailto:ldigioia@tyco.com">ldigioia@tyco.com</a>



CONTRACTOR NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>3.</b>	<b>INSPECTION AND TESTING ONLY OF SYSTEMS:</b>	
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	Price is on a per device basis. All of the device fees will be added together to create the annual total charge for the inspection and testing of the System.	\$ <u>15.00</u> Per Device
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<b>4.</b>	<b>LABOR RATES FOR TIME &amp; MATERIALS:</b>	
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	a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday	\$ <u>98.00</u> Per Hour (1 hour minimum)
	b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)	\$ <u>120.00</u> Per Hour (2 hour minimum)

<b>5.</b>	<b>EQUIPMENT AND PARTS:</b>	
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	-Refer to Section 1.12.1. of Exhibit A.				
5a.	<b>Panasonic:</b> Used for security video surveillance equipment, to include but not be limited to, cameras, monitors.  Percentage Discount from Manufacturer List Price:	<u>30</u>	%	<u>10/16/2017</u>	Price List Date
5b.	<b>Digital Monitoring Products (DMP):</b> Used for, but not limited to, security alarm panels to monitor for burglar, duress, environmental and any other security related alarms.  Percentage Discount from Manufacturer List Price:	<u>18</u>	%	<u>12/1/2016</u>	Price List Date
5c.	<b>Honeywell/Prowatch:</b> Used for, access control systems.  Percentage Discount from Manufacturer List Price:	<u>23</u>	%	<u>5/30/2017</u>	Price List Date

CONTRACTOR NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>6.</b>	<b>OTHER EQUIPMENT AND PARTS – PRIOR APPROVAL REQUIRED:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost. Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p> <p><b>Note: If any device falls under the categories listed in Item #5, approval is required by DAS prior to issuing a purchase order. Refer to Section 1.12.4.</b></p>	<p><u>35</u> % Up-charge over supplier's invoice</p>
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<b>7.</b>	<b>MISCELLANEOUS PARTS AND MATERIALS:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost. Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>3</u> % Up-charge over supplier's invoice</p>
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<b>8.</b>	<b>SURCHARGE FOR COORDINATING AND SCHEDULING OF MANUFACTURER'S REPRESENTATIVE OR SUBCONTRACTOR:</b>	
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	<p>Surcharge for Coordinating and Scheduling of Subcontractor or Manufacturer's Representative:</p> <p>Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>27</u> %</p>
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CONTRACTOR NAME:	<b>JOHNSON CONTROLS SECURITY SOLUTIONS LLC</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>QUARTERLY REBATE INFORMATION:</b>		
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	<p>Refer to Section 2.23 of Exhibit A. Provide the rebate percentage that your company is willing to provide on actual quarterly payment amounts (for any service to include purchase and installation of equipment) made by Client Agency?</p>	
	<b>\$0.00 - \$1,000,000</b>	<u>1</u> %
	<b>\$1,000,001 - \$3,000,000</b>	<u>1</u> %
	<b>\$3,000,001 and more</b>	<u>1</u> %

<b>ONLINE ACCOUNT MANAGEMENT SYSTEM:</b>		
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	<p>Johnson Controls shall provide DataSource, an online account management system, at no additional charge to those Client Agencies that are paying annual services to Johnson Controls. Client Agencies must contact Johnson Controls to enroll in this system. Contact Johnson Controls for more information regarding their system, if needed.</p>	
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<b>CENTRAL MONITORING STATION INFORMATION:</b>	<b>NAME, ADDRESS AND PHONE NUMBER</b>
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<p><b>Primary Central Monitoring Station:</b></p> <p style="text-align: right;">Name:</p> <p style="text-align: right;">Address:</p> <p style="text-align: right;">Phone Number:</p>	<p><u>Tyco Integrated Security</u></p> <p><u>7707 NW Terrace, Kansas City, MO 64163</u></p> <p><u>1-816-747-1174</u></p>
<p><b>Backup Central Monitoring Station:</b></p> <p style="text-align: right;">Name:</p> <p style="text-align: right;">Address:</p> <p style="text-align: right;">Phone Number:</p>	<p><u>Tyco Integrated Security</u></p> <p><u>14200 E Exposition Avenue #1a</u> <u>Aurora, CO 80012</u></p> <p><u>1-720-808-1655</u></p>

CONTRACTOR NAME:	<b>NATIONWIDE SECURITY CORPORATION</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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	<b>MANAGEMENT CONTACT INFORMATION:</b>	
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**Account Manager:**

Name:	Brian Gouin
Office Phone Number:	203-785-0300 x 4115
Cell Phone:	203-800-1154
Email Address:	<a href="mailto:briang@nationwidesecuritycorp.com">briang@nationwidesecuritycorp.com</a>

**Backup Account Manager:**

Name:	Rick Mut
Office Phone Number:	203-785-0300 x 4104
Cell Phone:	203-927-6408
Email Address:	<a href="mailto:rickm@nationwidesecuritycorp.com">rickm@nationwidesecuritycorp.com</a>

**Project/Installation Engineer:**

Name:	Al Brigante
Office Phone Number:	203-785-0300 x 4101
Cell Phone:	203-627-7765
Email Address:	<a href="mailto:alb@nationwidesecuritycorp.com">alb@nationwidesecuritycorp.com</a>

**Service Manager:**

Name:	Donna Nobile
Office Phone Number:	203-785-0300 x 4106
Cell Phone:	860-874-2778
Email Address:	<a href="mailto:donnan@nationwidesecuritycorp.com">donnan@nationwidesecuritycorp.com</a>





CONTRACTOR NAME:	<b>NATIONWIDE SECURITY CORPORATION</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>3.</b>	<b>INSPECTION AND TESTING ONLY OF SYSTEMS:</b>
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	Price is on a per device basis. All of the device fees will be added together to create the annual total charge for the inspection and testing of the System.	\$ <u>25.00</u> Per Device
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<b>4.</b>	<b>LABOR RATES FOR TIME &amp; MATERIALS:</b>
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	a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday	\$ <u>98.00</u> Per Hour (1 hour minimum)
	b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)	\$ <u>147.00</u> Per Hour (2 hour minimum)

<b>5.</b>	<b>EQUIPMENT AND PARTS:</b>
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	-Refer to Section 1.12.1. of Exhibit A.	
5a.	<b>Panasonic:</b> Used for security video surveillance equipment, to include but not be limited to, cameras, monitors.  Percentage Discount from Manufacturer List Price:	<u>39</u> % <u>January 2017</u> Price List Date
5b.	<b>Digital Monitoring Products (DMP):</b> Used for, but not limited to, security alarm panels to monitor for burglar, duress, environmental and any other security related alarms.  Percentage Discount from Manufacturer List Price:	<u>57</u> % <u>December 2016</u> Price List Date
5c.	<b>Honeywell/Prowatch:</b> Used for, access control systems.  Percentage Discount from Manufacturer List Price:	<u>34</u> % <u>May 30, 2017</u> Price List Date

CONTRACTOR NAME:	<b>NATIONWIDE SECURITY CORPORATION</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>6.</b>	<b>OTHER EQUIPMENT AND PARTS – PRIOR APPROVAL REQUIRED:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost. Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p> <p><b>Note: If any device falls under the categories listed in Item #5, approval is required by DAS prior to issuing a purchase order. Refer to Section 1.12.4.</b></p>	<p><u>15</u> % Up-charge over supplier's invoice</p>
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<b>7.</b>	<b>MISCELLANEOUS PARTS AND MATERIALS:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost. Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>15</u> % Up-charge over supplier's invoice</p>
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<b>8.</b>	<b>SURCHARGE FOR COORDINATING AND SCHEDULING OF MANUFACTURER'S REPRESENTATIVE OR SUBCONTRACTOR:</b>	
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	<p>Surcharge for Coordinating and Scheduling of Subcontractor or Manufacturer's Representative:</p> <p>Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>10</u> %</p>
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CONTRACTOR NAME:	<b>NATIONWIDE SECURITY CORPORATION</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>QUARTERLY REBATE INFORMATION:</b>
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	Refer to Section 2.23 of Exhibit A. Provide the rebate percentage that your company is willing to provide on actual quarterly payment amounts (for any service to include purchase and installation of equipment) made by Client Agency?	
	<b>\$0.00 - \$1,000,000</b>	_____ 0 %
	<b>\$1,000,001 - \$3,000,000</b>	_____ 2 %
	<b>\$3,000,001 and more</b>	_____ 4 %

<b>ONLINE PORTAL SYSTEM:</b>
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	Nationwide Security shall provide to Client Agencies an online portal system, at no additional charge. The portal is available at Nationwide Security website: <a href="http://www.nationwidesecuritycorp.com">www.nationwidesecuritycorp.com</a> . Contact Nationwide Security for more information regarding their system, if needed.
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<b>CENTRAL MONITORING STATION INFORMATION:</b>	<b>NAME, ADDRESS AND PHONE NUMBER</b>
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<b>Primary Central Monitoring Station:</b>	
Name:	_____ Rapid Response
Address:	_____ 400 W Division Street, Syracuse NY 13204
Phone Number:	_____ 800-932-3822
<b>Backup Central Monitoring Station:</b>	
Name:	_____ Rapid Response
Address:	_____ 400 E Rincon Street #300, Corona, CA 92879
Phone Number:	_____ 800-932-3822

CONTRACTOR NAME:	<b>ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>MANAGEMENT CONTACT INFORMATION:</b>	
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**Account Manager:**

Name:	Thomas Albino
Office Phone Number:	800-991-4170
Cell Phone:	860-575-1926
Email Address:	<a href="mailto:Thomas.albino@security101ne.com">Thomas.albino@security101ne.com</a>

**Backup Account Manager:**

Name:	Francis DellaFera
Office Phone Number:	800-991-4170 x 213
Cell Phone:	860-680-7858
Email Address:	<a href="mailto:Fran.dellafera@security101ne.com">Fran.dellafera@security101ne.com</a>

**Project/Installation Engineer:**

Name:	Patrick Mirto
Office Phone Number:	800-991-4170 x 220
Cell Phone:	860-888-8944
Email Address:	<a href="mailto:Patrick.mirto@security101ne.com">Patrick.mirto@security101ne.com</a>

**Service Manager:**

Name:	Sean Booska
Office Phone Number:	800-991-4170
Cell Phone:	860-770-5878
Email Address:	<a href="mailto:Sean.booska@security101ne.com">Sean.booska@security101ne.com</a>

CONTRACTOR NAME:	<b>ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>1.</b>	<b>MONITORING SERVICES FOR SECURITY SYSTEMS AND FIRE PROTECTION SYSTEMS:</b>	
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	Basic Monitoring:	\$ <u>23.00</u> Per Month
	Additional Signal (i.e. Temperature, boiler, etc.)	\$ <u>5.00</u> Per Month
	Cellular Backup:	\$ <u>8.00</u> Per Month
	Additional Security Group:	\$ <u>8.00</u> Per Month
	Fire Protection Systems Monitoring:	\$ <u>8.00</u> Per Month

<b>2.</b>	<b>FULL SERVICE MAINTENANCE (FSM) FOR SYSTEMS:</b>	
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	<p>The pricing for maintenance/service and for inspection and testing of equipment ("device") shall be added together for the final total annual FSM cost. The final cost will not be figured out until the Client Agency contacts the Contractor(s) for a quote for FSM.</p> <p><b><u>Maintenance/Service Charge for Systems:</u></b></p> <p>Price is a percentage of device cost. Contractor shall charge a percentage of the cost/value of the device requiring FSM. If an existing device, the Contractor shall charge a percentage of the cost/value of the device or an equivalent/similar device or Client Agency may provide a receipt of the device showing the price to the Contractor.</p> <p>Example: If an item cost \$2,000.00 and the price percentage for FSM is 10%, the Client Agency would pay \$200.00 annually for the maintenance/service charge for that device.</p> <p><b><u>Inspection and Testing for Systems:</u></b></p> <p>Price is on a per device basis. All device fees will be added together to create the total charge for the inspection and testing of the System.</p>	<p style="text-align: right;">\$ <u>15</u> % Per device</p> <p style="text-align: right;">\$ <u>14.00</u> Per Device</p>
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CONTRACTOR NAME:	<b>ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>3.</b>	<b>INSPECTION AND TESTING ONLY OF SYSTEMS:</b>	
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	Price is on a per device basis. All of the device fees will be added together to create the annual total charge for the inspection and testing of the System.	\$ <u>14.00</u> Per Device
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<b>4.</b>	<b>LABOR RATES FOR TIME &amp; MATERIALS:</b>	
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	a. Normal Work Day: 7:30 am – 4:30 pm, Monday – Friday	\$ <u>98.00</u> Per Hour (1 hour minimum)
	b. After Hours, Saturday, Sunday and Holidays: (Authorized by Client Agency Only)	\$ <u>147.00</u> Per Hour (2 hour minimum)

<b>5.</b>	<b>EQUIPMENT AND PARTS:</b>	
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	-Refer to Section 1.12.1. of Exhibit A.				
5a.	<b>Panasonic:</b> Used for security video surveillance equipment, to include but not be limited to, cameras, monitors.  Percentage Discount from Manufacturer List Price:	<u>22</u>	%	<u>May 2017</u>	Price List Date
5b.	<b>Digital Monitoring Products (DMP):</b> Used for, but not limited to, security alarm panels to monitor for burglar, duress, environmental and any other security related alarms.  Percentage Discount from Manufacturer List Price:	<u>20</u>	%	<u>December 2016</u>	Price List Date
5c.	<b>Honeywell/Prowatch:</b> Used for, access control systems.  Percentage Discount from Manufacturer List Price:	<u>22</u>	%	<u>May 2017</u>	Price List Date

CONTRACTOR NAME:	ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>6.</b>	<b>OTHER EQUIPMENT AND PARTS – PRIOR APPROVAL REQUIRED:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost.                  Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p> <p><b>Note: If any device falls under the categories listed in Item #5, approval is required by DAS prior to issuing a purchase order. Refer to Section 1.12.4.</b></p>	<p><u>19</u> % Up-charge over supplier's invoice</p>
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<b>7.</b>	<b>MISCELLANEOUS PARTS AND MATERIALS:</b>	
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	<p>Price is based on a percentage up-charge from the supplier's cost.                  Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>19</u> % Up-charge over supplier's invoice</p>
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<b>8.</b>	<b>SURCHARGE FOR COORDINATING AND SCHEDULING OF MANUFACTURER'S REPRESENTATIVE OR SUBCONTRACTOR:</b>	
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	<p>Surcharge for Coordinating and Scheduling of Subcontractor or Manufacturer's Representative:</p> <p>Up-charge shall be a single whole percentage and shall be applied to the supplier's cost minus any sales tax that was charged. Copy of the supplier's invoice must be provided to the Client Agency with the Contractor's invoice.</p>	<p><u>15</u> %</p>
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CONTRACTOR NAME:	<b>ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101</b>
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ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	PRICING
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<b>QUARTERLY REBATE INFORMATION:</b>		
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	<p>Refer to Section 2.23 of Exhibit A. Provide the rebate percentage that your company is willing to provide on actual quarterly payment amounts (for any service to include purchase and installation of equipment) made by Client Agency?</p>	
	<b>\$0.00 - \$1,000,000</b>	<u>0</u> %
	<b>\$1,000,001 - \$3,000,000</b>	<u>1</u> %
	<b>\$3,000,001 and more</b>	<u>2</u> %

<b>ONLINE PORTAL SYSTEM:</b>		
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	<p>Security101 shall provide 101Ware portal, an online portal system, at no additional charge to those Client Agencies that use Security101 for services. Client Agencies must contact Security101 to enroll in this system. Contact Security101 for more information regarding their system, if needed.</p>
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<b>CENTRAL MONITORING STATION INFORMATION:</b>	<b>NAME, ADDRESS AND PHONE NUMBER</b>
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<p><b>Primary Central Monitoring Station:</b></p> <p style="text-align: right;">Name:</p> <p style="text-align: right;">Address:</p> <p style="text-align: right;">Phone Number:</p>	<p><u>Rapid Response Monitoring Services, Inc.</u></p> <p><u>400 W Division Street, Syracuse, NY 13204</u></p> <p><u>1-800-932-3822</u></p>
<p><b>Backup Central Monitoring Station:</b></p> <p style="text-align: right;">Name:</p> <p style="text-align: right;">Address:</p> <p style="text-align: right;">Phone Number:</p>	<p><u>Rapid Response Monitoring Services, Inc.</u></p> <p><u>400 E Rincon, Corona, CA 92879</u></p> <p><u>1-800-558-7767</u></p>





## 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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

<b>CONTRACTOR NAME AND ADDRESS:</b>			
Name:			
Address:			
City:		State:	Zip:

<b>GENERAL JOB INFORMATION:</b>			
Date Quote Requested:		Date Quote Provided:	
Purchase Order Number:		Date Purchase Order Issued:	
Anticipated Project Start Date:		Actual Project Start Date:	
Turnkey Operation:	(YES) (NO)	Anticipated Completion Date:	
Site Inspection Completed:	(YES) (NO)	Date Site Inspection Completed:	

<b>CLIENT AGENCY CONTACT INFORMATION FOR PROJECT:</b>			
<b>Client Agency Site Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Alternate Client Agency Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Alternate Client Agency Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Client Agency Purchasing Contact</b>			
Name	Phone	Cell / Alt. Phone	Email

<b>CONTRACTOR CONTACT INFORMATION FOR PROJECT:</b>			
<b>Contractor Account Manager Contact</b>			
Name	Phone	Cell / Alt. Phone	Email
<b>Contractor Backup Manager Contact</b>			
Name	Phone	Cell / Alt. Phone	Email

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

Contractor Project/Installation Manager Contact			
Name	Phone	Cell / Alt. Phone	Email

Contractor Service Manager Contact			
Name	Phone	Cell / Alt. Phone	Email

Contractor Regional Manager Contact (Account Manager's Supervisor)			
Name	Phone	Cell / Alt. Phone	Email

SUBCONTRACTOR(S) INFORMATION: (Contractor must list all subcontractors that will be utilized for this project.)			
Subcontractor 1 – Name and Address:			
Contact Name	Phone	Cell / Alt. Phone	Email
Service(s) to be Provided:			
Original subcontractor's quote provided to Client Agency/DAS-SSU:		(YES) (NO)	
Subcontractor 2 – Name and Address:			
Contact Name	Phone	Cell / Alt. Phone	Email
Service(s) to be Provided:			
Original subcontractor's quote provided to Client Agency/DAS-SSU:		(YES) (NO)	
Subcontractor 3 – Name and Address:			
Contact Name	Phone	24hr. Phone	Email
Service(s) to be Provided:			

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

Subcontractor 1 original quote provided to Client Agency/DAS-SSU:	(YES) (NO)
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Subcontractor 2 quote provided to Client Agency/DAS-SSU:	(YES) (NO)
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Original subcontractor 3 quote provided to Client Agency/DAS-SSU:	(YES) (NO)
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EQUIPMENT FOR MONITORING SERVICES											
Is Monitoring Services Required?			If yes, check all systems below that require monitoring services. If no, skip to the next section, Planned Improvements/Equipment Installation								
Burglar		Access		CCTV		Fire		Environ.		Other	

If Environmental Systems, check which type of systems (check all that apply):											
Temperature		Air flow		AC operation		Solid Contamination		Mechanical Influences			
Chemical Filtration		Humidity		Airborne Contaminants:							
Power		Waterflow		1. Liquids		2. Solids		3. Gases			

List any other systems:	
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Backup/Secondary Communication System to be provided?	(YES) (NO)
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List type of Backup:	
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Acceptable alarm response protocols established?	
Copy of alarm response protocols provided to Client Agency?	
Contractor determined Alarm Point locations?	
Alarm Point List provided to the Client Agency?	
Client Agency register their alarm system with the town/city?	

ADDITIONAL SERVICES FOR MONITORING SERVICES:			
TYPE OF ADDITIONAL SERVICES:	SUGGESTED TO CLIENT AGENCY?	DOES CLIENT AGENCY WANT THIS SERVICE?	SERVICE PROVIDED?

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

**EQUIPMENT PRE-INSTALLATION CHECKLIST FOR CONTRACTOR:**

<b>Type of equipment to be installed:</b>								
Burglar		Access		CCTV		Other		If Other, please specify below:

<b>Type of equipment to be installed:</b>		
Analog Cameras		Video Extenders
IP Cameras		USB Extenders
Video Monitors		Media Converters
Equipment Racks		Patch Panels
Network Switches		UTP Transceiver HUB & Power Supply
PC Master Servers		UTP Baluns
PC Recorder Servers		Video Monitor Mounts
External Data Storage		Camera Housings & Mounting Brackets
PC Workstation		Uninterruptable Power Source
Keypad Controllers		Software & Software Licenses
KVM		Camera Licenses
Surge Protection		Extended Manufacturer Warranty and Services
Power Supplies		Other?

Are phone line(s) required?	(YES)	(NO)	If yes, how many?		
Location of phone lines identified and marked?	(YES)	(NO)	Date phone lines installed?		
Telephone jack(s) requested (RJX31X)	YES	NO	N/A	How many?	
Telephone jack(s) installed?	YES	NO	N/A	How many?	

Is a network connection required?	YES	NO	N/A	If yes, how many?	
Location of network connection identified and marked?	YES	NO	N/A		
IP address(s) requested?	YES	NO	N/A	How many?	
IP address(s) installed?	YES	NO	N/A	How many?	

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

**EQUIPMENT PRE-INSTALLATION CHECKLIST FOR CONTRACTOR (continued):**

Is power provided where necessary for panels, field devices, etc.?				(YES)	(NO)
If no power outlets, location of power outlets identified and marked?				(YES)	(NO)
Electrical Outlet(s) requested?	YES	NO	N/A	How many?	Type? (Double) (Quad)
Electrical Outlet(s) installed?	YES	NO	N/A	How many?	Type? (Double) (Quad)

Is a Locksmith required?	(YES)	(NO)
Company Name of Locksmith:		

Prevailing Wage Project?		Has Client Agency applied to Dept. of Labor for rates?	
Standard Wage Rate Project?		Has Client Agency applied to Dept. of Labor for rates?	

Picture identification badges required?	YES	NO	N/A	
Picture identification badges distributed?	YES	NO	N/A	How many?
Picture identification badges demographics requested?	YES	NO	N/A	
Picture identification badges demographics received?	YES	NO	N/A	

Access card required?	YES	NO	N/A	
Access cards distributed?	YES	NO	N/A	How many?
Access card demographics requested?	YES	NO	N/A	
Access card demographics received?	YES	NO	N/A	

**INSTALLATION PROCESS:**

Contractor is required to attend job meetings.				
Date of Job Meetings:				

Progress Review of the Installation with the Client Agency: (Perform at least a minimum of 2 site inspections during installations.)	Date of Meeting:
1 <sup>st</sup> meeting at 25% installation completion:	
2 <sup>nd</sup> Meeting at 50% installation completion:	
3 <sup>rd</sup> Meeting at 75% installation completion:	

**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

<b>Additional Meetings:</b>	

TRAINING:				
Systems training planned?	YES	NO	N/A	
Systems training completed?	YES	NO	N/A	Date completed:

Does Client Agency require additional training at a cost to the Client Agency?		Contractor provide quote to Client Agency?	
List any additional training required by Client Agency:			

INSTALLATION COMPLETION:	DATE
Date installation completed?	
After installation of new equipment has been completed, state the date when the site walk-through with the Client Agency was done.	
After installation of new equipment has been completed, state the date when the site walk-through with the DAS/SSU was done.	
Date project disc and documentation provided to the Client Agency per Section 1.14 of Exhibit A:	
Date project disc and documentation provided to DAS/SSU per Section 1.14 of Exhibit A:	
Date user's guide(s) provided to the Client Agency:	
Date manual(s) provided to the Client Agency:	



**EXHIBIT D - PROJECT MANAGEMENT CHECKLIST**

<b>Job #</b>		<b>Job Name:</b>	
<b>Client Agency Name:</b>		<b>Today's Date:</b>	
<b>Installation Address:</b>			

<b>FINAL SIGN OFF OF EQUIPMENT</b>
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CONTRACTOR ACCOUNT MANAGER			
Contractor Account Manager shall sign below when the equipment has been installed, is in proper working order and meets all specifications; site walk-through has been completed; training has been provided to the Client Agency; and projects discs and documentation have been provided to the Client Agency and DAS/SSU (if applicable).			
<b>Signature:</b>		<b>Date:</b>	
<b>Print Name:</b>		<b>Title:</b>	

By signing below, you agree that all the equipment has been installed, is in proper working order as of the date of your signature only and meets all specifications as of the date of your signature only; site-walk-through has been completed; you have received initial training on all equipment (as applicable); you have received project discs and documentation; and the Client Agency is accepting the equipment, as installed, for purposes of the Contract.

CLIENT AGENCY REPRESENTATIVE			
<b>Signature:</b>		<b>Date:</b>	
<b>Print Name:</b>		<b>Title:</b>	
DAS/SSU REPRESENTATIVE <i>(If an Executive Branch Agency)</i>			
<b>Signature:</b>		<b>Date:</b>	
<b>Print Name:</b>		<b>Title:</b>	



Contract # **17PSX0002**  
R - New 10/2/15

**EXHIBIT E**  
**PREVAILING WAGE RATES**

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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 Prevailing 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 Video Surveillance, Card Access, Alarm Systems Services And Purchases  
And Monitoring Services For All Using State Agencies

**Minimum Rates and Classifications  
for Building Construction**

ID# : B 23952

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

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

Project Number:

Project Town: Statewide

State#:

FAP#:

Project: Security Video Surveillance, Card Access, Alarm Systems Services And  
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<b>CLASSIFICATION</b>	<b>Hourly Rate</b>	<b>Benefits</b>
1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings	38.25	27.96
1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except its removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters.**See Laborers Group 7**		
1c) Asbestos Worker/Heat and Frost Insulator	39.00	28.76

As of: **Thursday, August 31, 2017**

Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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2) Boilermaker	38.34	26.01
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3a) Bricklayer, Cement Mason, Concrete Finisher (including caulking), Stone Masons	33.48	30.61 + a
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3b) Tile Setter	34.90	24.69
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3c) Terrazzo Mechanics and Marble Setters	31.69	22.35
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3d) Tile, Marble & Terrazzo Finishers	26.70	21.02
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3e) Plasterer	33.48	30.61
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**As of: Thursday, August 31, 2017**

Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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-----LABORERS-----

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4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers.	29.25	19.50
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4a) Group 2: Mortar mixers, plaster tender, power buggy operators, powdermen, fireproofers/mixer/nozzleman (Person running mixer and spraying fireproof only).	29.50	19.50
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4b) Group 3: Jackhammer operators/pavement breaker, mason tender (brick), mason tender (cement/concrete), forklift operators and forklift operators (masonry).	29.75	19.50
<hr/>		
4c) **Group 4: Pipelayers (Installation of water, storm drainage or sewage lines outside of the building line with P6, P7 license) (the pipelayer rate shall apply only to one or two employees of the total crew who primary task is to actually perform the mating of pipe sections) P6 and P7 rate is \$26.80.	29.75	19.50
<hr/>		
4d) Group 5: Air track operator, sand blaster and hydraulic drills.	29.75	19.50
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Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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4e) Group 6: Blasters, nuclear and toxic waste removal. 31.00 19.50

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4f) Group 7: Asbestos/lead removal and encapsulation (except it's  
removal from mechanical systems which are not to be scrapped). 30.25 19.50

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4g) Group 8: Bottom men on open air caisson, cylindrical work and boring  
crew. 28.38 19.50

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4h) Group 9: Top men on open air caisson, cylindrical work and boring  
crew. 27.86 19.50

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4i) Group 10: Traffic Control Signalman 16.00 19.50

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5) Carpenter, Acoustical Ceiling Installation, Soft Floor/Carpet Laying,  
Metal Stud Installation, Form Work and Scaffold Building, Drywall  
Hanging, Modular-Furniture Systems Installers, Lathers, Piledrivers,  
Resilient Floor Layers. 32.60 25.34

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**As of: Thursday, August 31, 2017**

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5a) Millwrights 33.14 25.74

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6) Electrical Worker (including low voltage wiring) (Trade License required: E1,2 L-5,6 C-5,6 T-1,2 L-1,2 V-1,2,7,8,9) 39.15 25.17+3% of gross wage

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7a) Elevator Mechanic (Trade License required: R-1,2,5,6) 50.14 31.585+a+b

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-----LINE CONSTRUCTION-----

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Groundman 25.93 6.5% + 8.53

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Linemen/Cable Splicer 47.14 6.5% + 20.98

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**As of: Thursday, August 31, 2017**



Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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8) Glazier (Trade License required: FG-1,2) 36.28 20.45 + a

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9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete  
Erection 35.47 33.39 + a

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----OPERATORS----

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Group 1: Crane handling or erecting structural steel or stone, hoisting  
engineer 2 drums or over, front end loader (7 cubic yards or over), work  
boat 26 ft. and over and Tunnel Boring Machines. (Trade License Required) 39.30 24.05 + a

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Group 2: Cranes (100 ton rate capacity and over); Excavator over 2 cubic  
yards; Piledriver (\$3.00 premium when operator controls hammer); Bauer  
Drill/Caisson. (Trade License Required) 38.98 24.05 + a

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Group 3: Excavator; Backhoe/Excavator under 2 cubic yards; Cranes  
(under 100 ton rated capacity), Grader/Blade; Master Mechanic; Hoisting  
Engineer (all types of equipment where a drum and cable are used to hoist  
or drag material regardless of motive power of operation), Rubber Tire  
Excavator (Drott-1085 or similar); Grader Operator; Bulldozer Fine Grade.  
(slopes, shaping, laser or GPS, etc.). (Trade License Required) 38.24 24.05 + a

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Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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Group 4: Trenching Machines; Lighter Derrick; Concrete Finishing Machine; CMI Machine or Similar; Koehring Loader (Skooper). 37.85 24.05 + a

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Group 5: Specialty Railroad Equipment; Asphalt Paver; Asphalt Reclaiming Machine; Line Grinder; Concrete Pumps; Drills with Self Contained Power Units; Boring Machine; Post Hole Digger; Auger; Pounder; Well Digger; Milling Machine (over 24" Mandrell) 37.26 24.05 + a

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Group 5 continued: Side Boom; Combination Hoe and Loader; Directional Driller; Pile Testing Machine. 37.26 24.05 + a

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Group 6: Front End Loader (3 up to 7 cubic yards); Bulldozer (rough grade dozer). 36.95 24.05 + a

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Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell). 36.61 24.05 + a

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Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; power stone spreader; welding; work boat under 26 ft.; transfer machine. 36.21 24.05 + a

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Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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Group 9: Front end loader (under 3 cubic yards), skid steer loader  
regardless of attachments, (Bobcat or Similar): forklift, power chipper;  
landscape equipment (including Hydroseeder). 35.78 24.05 + a

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Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. 33.74 24.05 + a

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Group 11: Conveyor, earth roller, power pavement breaker (whiphammer),  
robot demolition equipment. 33.74 24.05 + a

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Group 12: Wellpoint operator. 33.68 24.05 + a

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Group 13: Compressor battery operator. 33.10 24.05 + a

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Group 14: Elevator operator; tow motor operator (solid tire no rough  
terrain). 31.96 24.05 + a

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Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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Group 15: Generator Operator; Compressor Operator; Pump Operator; Welding Machine Operator; Heater Operator. 31.55 24.05 + a

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Group 16: Maintenance Engineer/Oiler. 30.90 24.05 + a

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Group 17: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. 35.21 24.05 + a

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Group 18: Power safety boat; vacuum truck; zim mixer; sweeper; (Minimum for any job requiring a CDL license). 32.79 24.05 + a

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-----PAINTERS (Including Drywall Finishing)-----

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10a) Brush and Roller 32.72 20.45

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Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
And Monitoring Services For All Using State Agencies

10b) Taping Only/Drywall Finishing	33.47	20.45
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10c) Paperhanger and Red Label	33.22	20.45
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10e) Blast and Spray	35.72	20.45
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11) Plumber (excluding HVAC pipe installation) (Trade License required: P-1,2,6,7,8,9 J-1,2,3,4 SP-1,2)	41.62	30.36
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12) Well Digger, Pile Testing Machine	33.01	19.40 + a
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13) Roofer (composition)	34.92	19.28
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**As of: Thursday, August 31, 2017**

Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
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14) Roofer (slate & tile)	35.42	19.28
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15) Sheetmetal Worker (Trade License required for HVAC and Ductwork: SM-1,SM-2,SM-3,SM-4,SM-5,SM-6)	37.18	34.29
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16) Pipefitter (Including HVAC work) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4 D-1,2,3,4, G-1, G-2, G-8 & G-9)	41.62	30.36
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-----TRUCK DRIVERS-----

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17a) 2 Axle	29.13	22.32 + a
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17b) 3 Axle, 2 Axle Ready Mix	29.23	22.32 + a
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As of: **Thursday, August 31, 2017**

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17c) 3 Axle Ready Mix	29.28	22.32 + a
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17d) 4 Axle, Heavy Duty Trailer up to 40 tons	29.33	22.32 + a
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17e) 4 Axle Ready Mix	29.38	22.32 + a
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17f) Heavy Duty Trailer (40 Tons and Over)	29.58	22.32 + a
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17g) Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids)	29.38	22.32 + a
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18) Sprinkler Fitter (Trade License required: F-1,2,3,4)	43.92	15.84 + a
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**As of: Thursday, August 31, 2017**

Project: Security Video Surveillance, Card Access, Alarm Systems Services And Purchases  
And Monitoring Services For All Using State Agencies

19) Theatrical Stage Journeyman

25.76

7.34

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*Welders: Rate for craft to which welding is incidental.*

*\*Note: Hazardous waste removal work receives additional \$1.25 per hour for truck drivers.*

*\*\*Note: Hazardous waste premium \$3.00 per hour over classified rate*

***ALL Cranes: When crane operator is operating equipment that requires a fully licensed crane operator to operate he receives an extra \$4.00 premium in addition to the hourly wage rate and benefit contributions:***

***1) Crane handling or erecting structural steel or stone; hoisting engineer (2 drums or over)***

***2) Cranes (100 ton rate capacity and over) Bauer Drill/Caisson***

***3) Cranes (under 100 ton rated capacity)***

*Crane with 150 ft. boom (including jib) - \$1.50 extra*

*Crane with 200 ft. boom (including jib) - \$2.50 extra*

*Crane with 250 ft. boom (including jib) - \$5.00 extra*

*Crane with 300 ft. boom (including jib) - \$7.00 extra*

*Crane with 400 ft. boom (including jib) - \$10.00 extra*

All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".

Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyman instructing and supervising the work of each apprentice in a specific trade.

*The Prevailing wage rates applicable to this project are subject to annual adjustments each July 1st for the duration of the project.*

*Each contractor shall pay the annual adjusted prevailing wage rate that is in effect each July 1st, as posted by the Department of Labor.*

*It is the contractor's responsibility to obtain the annual adjusted prevailing wage rate increases directly from the Department of Labor's website.*

*The annual adjustments will be posted on the Department of Labor's Web page: [www.ct.gov/dol](http://www.ct.gov/dol). For those without internet access, please contact the division listed below.*

*The Department of Labor will continue to issue the initial prevailing wage rate schedule to the Contracting Agency for the project.*

*All subsequent annual adjustments will be posted on our Web Site for contractor access.*

*Contracting Agencies are under no obligation pursuant to State labor law to pay any increase due to the annual adjustment provision.*

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*Effective October 1, 2005 - Public Act 05-50: any person performing the work of any mechanic, laborer, or worker shall be paid prevailing wage*

All Person who perform work ON SITE must be paid prevailing wage for the appropriate mechanic, laborer, or worker classification.

All certified payrolls must list the hours worked and wages paid to All Persons who perform work ON SITE regardless of their ownership i.e.: (Owners, Corporate Officers, LLC Members, Independent Contractors, et. al)

Reporting and payment of wages is required regardless of any contractual relationship alleged to exist between the contractor and such person.

**~~Unlisted classifications needed for work not included within the scope of the classifications listed may be added after award only as provided in the labor standards contract clause (29 CFR 5.5 (a) (1) (ii)).**

Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.

**As of: Thursday, August 31, 2017**

**EXHIBIT F**

**LIST OF APPROVED SUBCONTRACTORS**

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**JOHNSON CONTROLS SECURITY SOLUTIONS LLC:**

Dinto Electric

Utilized for cable pulling, electrical and trenching.

Calvert Lock

Utilized for providing and installing ADA door operators, locks and door hardware.

Madd Solutions

Utilized for cable pulling, electrical and trenching.

Total Fence

Utilized for providing and installing security fence and gates.

**NATIONWIDE SECURITY CORPORATION:**

Custom Electric, Inc.

Utilized for high voltage electrical and conduit work.

**ADVANCE SECURITY INTEGRATION, LLC dba SECURITY101:**

McPhee Electric Ltd.

Utilized for high voltage, conduit and cable installation.

568Systems Inc.

Utilized for cable installation, network and IP infrastructure.

Native Sons Ltd.

Utilized for cable installation, network and IP infrastructure.