

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

Arlene Watson-Paulin
Contract Specialist

860-713-5237
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

17PSX0113

Contract Award Date:

27 February 2018

Bid Due Date:

20 February 2018

CONTRACT AWARD

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

DESCRIPTION:

Pharmacy Services, Pharmaceutical Consultant Services and Over the Counter Products for the Department of Mental Health and Addiction Services

FOR: Department of Mental Health and Addiction Services		TERM OF CONTRACT: March 1, 2018 through February 28, 2023	
		AGENCY REQUISITION NUMBER:	
IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$200,000.00 Estimate	\$750,000.00 Estimate	N/A	\$950,000.00 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.

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: **Greenville Drug Store, Inc.**

Company Address: **213 Central Avenue, Norwich, CT 06360**

Tel. No.: **860-889-9857**

Contact Person: **Lisa Scronce**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: greenvilledrug@snet.net

Remittance Address: **same as above**

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

Prompt Payment Terms: **2% Net 30 days**

Contract Value: **\$200,000.00 Estimate**

Delivery: **2x's daily Mon-Fri/as needed**

Agrees to Supply Political SubDivisions: **N/A**

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: **Rx Health LLC**

Company Address: **70 Inwood Road, Suite A, Rocky Hill, CT 06067**

Tel. No.: **860-724-4064**

Fax No.: **860-724-4084**

Contact Person: **John Cannarella**

Contact Person Address: **same as above**

Company E-mail Address and/or Company Web Site: jcannarella@rxhealthlhc.com www.rxhealthlhc.com

Remittance Address: **same as above**

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

Prompt Payment Terms: **1.5% Net 15**

Contract Value: **\$750,000.00 Estimate**

Delivery: **7 days per week/as needed**

Agrees to Supply Political SubDivisions: **N/A**

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

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **ARLENE WATSON-PAULIN**

Title: Contract Specialist

Date:

CONTRACT

17PSX0113

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

**PHARMACY SERVICES, PHARMACEUTICAL CONSULTANT SERVICES AND OVER THE
COUNTER PRODUCTS FOR THE DEPARTMENT OF MENTAL HEALTH AND ADDICTION
SERVICES.**

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

Contract Table of Contents

1. Definitions
 2. Term of Contract; Contract Extension
 3. Description of Goods and Services
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
 5. Rejected Items; Abandonment
 6. Order and Delivery
 7. Contract Amendments
 8. Assignment
 9. Termination
 10. Cost Modifications
 11. Breach
 12. Waiver
 13. Open Market Purchases
 14. Purchase Orders
 15. Indemnification
 16. Forum and Choice of Law
 17. Contractor Guaranties
 18. Implied Warranties
 19. Goods, Standards and Appurtenances
 20. Delivery
 21. Goods Inspection
 22. Emergency Standby for Goods and/or Services
 23. Setoff
 24. Force Majeure
 25. Advertising
 26. Americans With Disabilities Act
 27. Representations and Warranties
 28. Representations and Warranties Concerning Motor Vehicles
 29. Disclosure of Contractor Parties Litigation
 30. Entirety of Contract
 31. Exhibits
 32. Executive Orders
 33. Non-Discrimination
 34. Tangible Personal Property
 35. Whistleblowing
 36. Notice
 37. Insurance
 38. Headings
 39. Number and Gender
 40. Parties
 41. Contractor Changes
 42. Further Assurances
 43. Audit and Inspection of Plants, Places of Business and Records
 44. Background Checks
 45. Continued Performance
 46. Working and Labor Synergies
 47. Contractor Responsibility
 48. Severability
 49. Confidential Information
 50. References to Statutes, Public Acts, Regulations, Codes and Executive Orders
 51. Cross-Default
 52. Disclosure of Records
 53. Summary of State Ethics Laws
 54. Sovereign Immunity
 55. Time of the Essence
 56. Certification as Small Contractor or Minority Business Enterprise
 57. Campaign Contribution Restriction
 58. Health Insurance Portability and Accountability Act of 1996
 59. Protection of Confidential Information
 60. Antitrust
 61. Audit Requirements for Recipients of State Financial Assistance
- EXHIBIT A** - Description of Goods & Services and Additional Terms and Conditions
- EXHIBIT B** - Price Schedule
- EXHIBIT C** - Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

This Contract (the "Contract") is made as of the Effective Date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 450 Columbus Boulevard, Hartford, Connecticut 06103, acting by Arlene Watson-Paulin, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

- (f) **Contract:** The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.
 - (g) **Contractor:** A person or entity who submits a Bid and who executes a Contract.
 - (h) **Contractor Parties:** A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (i) **Day:** All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (j) **Force Majeure:** Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (k) **Goods:** For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (l) **Goods or Services:** Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (m) **Invitation to Bid:** A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (n) **Records:** All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) **Services:** The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (p) **State:** The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (q) **Termination:** An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (r) **Title:** all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from March 1, 2018 through February 28, 2023.

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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:

Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the Effective Date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the Effective Date of the Contract.

The Contractor shall submit all requests in accordance with Section #36. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of the Contract, if approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of 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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

- (d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
 - (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.
12. Waiver.
 - (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
 - (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.
14. Purchase Orders.

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

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

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

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

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
33. Non-discrimination.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
 - (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

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

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

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

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

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

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

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

(b)

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

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

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 - (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

- (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
 - (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
 - (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
36. Notice. All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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: Arlene Watson-Paulin

If to the Contractor:

At the address set forth on Form SP-38.

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

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
43. Audit and Inspection of Plants, Places of Business and Records.
- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
45. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

47. Contractor Responsibility.

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

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

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

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

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

51. Cross-Default.

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

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

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

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had,

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

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

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

(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;

Contract # 17PSX0113

Contract Document

SP-50 Rev. 11/17/16

Prev. Rev. 6/16/16

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

60. 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.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. DESCRIPTION OF GOODS AND SERVICES:

The Contractor shall provide Pharmacy Services, Pharmaceutical Consultant Services (including pharmaceuticals brand name, generic) OTC products and Sundry items for Client Agency facilities listed below:

- Southeastern Mental Health Authority (SMHA) 401 W. Thames Street, Norwich, CT
- Southwest CT Mental Health System (SWMHS) 97 Middle Street, Bridgeport, CT
- River Valley Services, (RVS) 351 Silver Street, Middletown, CT
- Western CT Mental Health Network (WCMHN) main site – 95 Thomaston Avenue, Waterbury CT , 1669 Thomaston Avenue, Waterbury (Young Adult Services sub site), 78 Triangle Street (Danbury site) and 249 Winsted Road, Torrington, CT (Torrington site)

There shall be no minimum ordering requirement throughout the term of the Contract.

All contractor prices are free on board (FOB) Freight Prepaid.

Contractor shall have a delivery method for receiving or accepting fax orders from Client Agency.

Contractor shall label all drugs and biologicals in a manner that complies with all applicable federal, state and DMHAS policies, procedures, and regulations.

Contractor shall provide continuous assessment and monitoring of services with the goal of optimizing the efficient provision of quality services.

Contractor shall supply recommendations to maximize the effective utilization of Contractor services, the provision of monthly drug regimen reviews for all clients served by the Contractor including statistical analysis of drug usage trends, indicator compliance and administration documentation where applicable.

Contractor shall propose other monitors and/or reports that shall improve the quality of medication use performance of the Client Agency and satisfy the needs of any federal, state or private accreditation agencies.

Contractor shall participate in the Client Agency Performance Improvement/Information Management Committee, as requested, to review relevant pharmacy issues, such as medication errors, adverse medication, reactions, and other medication-related issues.

Contractor shall provide at least two in-service programs for RVS staff tailored to the pharmacy-related issues as agreed to by Client Agency.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Contractor shall work with Client Agency staff to prepare for and be present at the time of any federal, state or accrediting surveys.

Contractor shall retain as confidential any and all information relating to policies, procedures, and records of Client Agency and all client records as required by state and federal laws and the ethics of professional practice.

Contractor shall make available to Client Agency the option of medication packaged in either blister cards at the option of Client Agency.

Special "strip packaging cards" of individual doses shall be available at additional cost upon request of Client Agency staff.

Contractor shall dispense drugs prescribed for conditions as requested by Client Agency designated staff in Middletown, CT.

Contractor, in conjunction with the Client Agency, shall develop a mutually agreed upon delivery schedule to facilitate the delivery of those medications or biologicals that are required to be maintained at Client Agency as requested.

Client Agency specific medication orders shall be prepared by the Contractor for Client Agency pick up.

Contractor shall provide twenty-four hours, seven days a week emergency pharmacy service, including delivery to Client Agency. Client Agency shall make every reasonable effort to utilize Contractor services during the pharmacy's normal operating hours of 8:30 a.m. to 4:30 p.m.

Contractor shall work with the medication-prescribing staff of Client Agency to establish criteria's for Drug Use Evaluations study (DUEs), including: selecting an appropriate drug or class of drugs to study, perform reviews of selected client charts, prepare a detailed statistical analysis for DUE findings in terms of Client Agency team performance and coded individual practitioner performance, provide a written report and live presentation of same to the indicated Client Agency DUE committee of the DUE review findings and analysis.

Contractor shall perform follow-up studies as indicated by the Client Agency committee for the purpose of accessing resolution rates of those issues previously identified.

Contractor shall be responsible for checking the Federal Risk Evaluation Mitigation System (REMS) prior to dispensing Clozapine. Client Agency is responsible for entering lab results of the relevant blood tests into the Federal REMS system.

Prior to filling each prescription, the client's eligibility for Medicaid and other insurance that cover prescriptions must be checked by the Contractor and such insurance utilized if applicable.

Medicaid billing will be resubmitted, when appropriate, for clients that have become retroactively eligible for Medicaid and Client Agency shall be credited for the charges.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Client Agency is considered the payer of last resort.

Client Agency shall assist in this effort by providing relevant information needed to utilize third party payer coverage on a timely basis.

With authorization from designated Client Agency staff, the Contractor may bill Client Agency CONN-PACE or private insurance co-pay amount.

Contractor shall act as a working resource for Client Agency to maximize Prescription Drug Patient Assistance Program information and utilization.

Contractor shall keep Client Agency apprised of all available Patient Assistance Programs that are relevant to its service needs, facilitate and assist the Client Agency case manager(s) in the application or qualifying processes, and serve as a participating Contractor for patients accepted into such programs.

Contractor shall provide the Client Agency business office with a monthly statement which will contain the following information:

- client name
- drug name
- date filled
- quantity dispensed
- name of prescribing physician
- drug unit cost to Client Agency
- National Drug Code (NDC) number and average wholesale cost to the Contractor.
- Other information may be requested as appropriate.

In addition, Contractor shall provide the Client Agency business office with a monthly invoice with no Protected Health Information (PHI) but will contain:

Invoice number
Client account number
Date filled
Prescription number
Drug name
Amount due

Contractor Outcome:

The Contractor shall implement the services described herein to assure the following outcomes on behalf of the Client Agency. Outcomes shall be measured in the manner described herein. Outcome results achieved pursuant to these terms and conditions will be monitored by the Client Agency.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Outcome: Patients receiving pharmacy services shall have medications fulfilled accurately and in a timely manner.

Measure: 100% of patients who receive pharmacy shall have medications fulfilled accurately and in a timely manner.

Outcome: RVS receives published reports of all DUEs at least twice per year.

Measure: Receipt of published DUE reports at appropriate time.

Outcome: Clozaril utilization requirements are met.

Measure: Procedures of Federal REMS system will be followed

Outcome: Effective use of insurance/entitlements and available Patient Assistance Programs.

Measure: Maintain needed services within budget.

(2) Company Personnel

(a) At Client Agency's request, Contractor employees performing work under the Contract are required to provide proof they received agency orientation to include but not limited to, infection control clearances and attendance at any mandatory training as required by Client Agency.

(b) Contractor employees' orientation will consist of an overview of the Client Agency, Health Insurance Probability and Accountability Act (HIPAA), fire safety and life safety rules and regulations.

(c) Client Agency shall provide documentation to each Contractor employee confirming completion of orientation.

(3) Quality Assurance

(a) Quality assurance levels shall be kept to high standards and levels of (99%) at all times with patient care and pharmacy quality levels and given extreme priority by the Contractor.

(b) There shall be no substitutions of medication unless pre-approved or as arranged and agreed upon between Contractor and Prescriber in writing prior to order shipment to insure no adverse reactions occur. This shall include substitution with a covered therapeutic equivalent for a non-covered drug.

(c) Contractor shall immediately forward any and all pharmaceutical product notices (including any recalls or other safety notices) upon receipt to Client Agency designated staff and DAS Procurement Services: Arlene.Watson-Paulin@ct.gov to insure the utmost patient safety.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- (d) Contractor shall provide patient specific data for the purpose of continuous quality improvement on an as-needed basis directly to the Consultant Pharmacist or Client Agency pharmacy committee on an individual per Client Agency basis. Contractor shall provide individual medical review for each patient at Client Agency request.
- (e) Contractor shall maintain all certifications with The Joint Commission (TJC) and Occupational Safety and Health Administration (OSHA) regulations throughout the term of the Contract.

(4) Contingency Plan

- (a) Contractor shall maintain and update their contingency plan throughout the Contract term. If any information changes, Contractor shall forward updated plan to Client Agency designated staff and DAS, Procurement Services: Attn: Arlene.Watson-Paulin@ct.gov
- (b) Contingency plan shall contain back-up coverage in the event of a critical situation as to insure patient safety including but not limited to afterhours telephone answering or a twenty-four (24) hours service number for emergency and critical situations.

(5) Pharmacy Reports

- (a) All pharmacy reports are to be held confidentially and are considered the property of the State of Connecticut, Client Agency.
- (b) Contractor shall remain confidential any and all information relating to policies, procedures and records of Client Agency and all patient records as required by state and federal laws, any applicable private standards and the provisions of this Contract.

(6) Billing for patients with Connecticut Medical Assistance (CMA) Program

- (a) Contractor shall provide medication in accordance with the new fee schedule promulgated by the State's Department of Social Services – (DSS) effective 7/1/2017. The NADAC pricing, plus a dispensing fee of \$10.75, as applicable. See link below.
<http://www.ctbhp.com/providers/bulletins/2017/PB2017-10.pdf>
- (b) Contractor payment formula for billing CMAP patients will be the new NADAC pricing effective 7/1/2017 minus any Contractor percentage discount. All fees are regulated by DSS. If the fees change during the Contract term, DAS, Procurement Services will post a Contract Supplement with the updated fees information.
- (c) Contractor shall remain enrolled in the CMAP throughout the Contract term and will be instructed as to the billing procedure for services covered under the Contract Award by DDS case managers.
- (d) Contractor shall adhere to all rules and regulations of the CMAP throughout the Contract term.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- (e) Contractor shall make available a full range of OTC products and sundries for patients not covered under the CMAP that Client Agency is responsible for payment at a percentage below the Average Wholesale Price (AWP). Contractor shall offer generic labeling as to reduce costs to Client Agency unless noted or requested by the Client Agency.
- (f) Contractor pricing for other covered outpatient drugs, including brand and generic legend drugs, are based on the NADAC pricing effective 7/1/2017.
- (g) For medication covered by private insurance, the Contractor is to exhaust all possible third party liability before billing DSS or DDS.
- (h) Any patient under the auspices of the CMAP may utilize any pharmacy, so listed on the Contract or otherwise, of their personal choice throughout the Contract period per 42 USC § 1396a and 42 CFR § n 432.51.

(7) Contractor Pharmacist or Qualified backup

- (a) Contractor Pharmacist or Qualified backup substitute shall be available 24 hours a day 7 days a week for any emergency or crisis situation.
- (b) Contractor Pharmacist or Qualified backup shall be responsible for developing, coordinating and supervising all pharmaceutical services at Client Agency, including, but not limited to delivery systems, data collection and the facility's policy and procedures handbook as applicable.
- (c) Consultant Pharmacist or Qualified backup substitute assigned to work under the jurisdiction of the Contract must maintain their Connecticut Registered Pharmacist license throughout the term of the Contract.
- (d) Consultant Pharmacist or Qualified backup shall supervise the filling of any emergency medication kits on each patient care unit (if applicable). The kits, as well as medication dispensing areas, shall be checked monthly and documented on a checklist by Contractor as required by Client Agency to be sure kits are complete.
- (e) Consultant Pharmacist or Qualified backup shall assist Client Agency to help insure all individual patients that qualify for the CMAP administered by DSS maintain their eligibility status throughout the term of the Contract.
- (f) Consultant Pharmacist or Qualified backup shall provide annual maintenance and up-dating of drug formulary for Client Agency as requested throughout the term of the Contract.
- (g) Consultant Pharmacist or Qualified backup shall take an active role in patient medication education by offering training to medical staff regarding the medications patients are taking.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

- (h) Consultant Pharmacist or Qualified backup shall assist Client Agency to help insure all individual patients that qualify for the CMAP administered by DSS maintain their eligibility status throughout the term of the Contract.
- (i) Consultant Pharmacist or Qualified backup shall provide Client Agency all drugs in unit dose, blister pack or cards to accommodate any type of automated medication cart system that uses individual patient specific blister packs, unless requested otherwise in writing by Client Agency for a unique situation.
- (j) Drugs for off campus activities shall be delivered with routine monthly medications and shall be packaged in separate blister cards.
- (k) Client Agency shall notify Contractor Pharmacist or Qualified backup, minimally 2 business days in advance for any medications relating to off campus activities.
- (l) Any new hire of Consultant Pharmacist or Qualified backup assigned to work under the Contract shall also be licensed in the State of Connecticut and an email must be forwarded to the Client Agency designated staff immediately with all pertinent information on new hire.

(8) Product Recall Notices

- (a) All pharmaceutical product recall notices must be immediately sent in writing to Client Agency designated staff and DAS Procurement, Arlene.watson-paulin@ct.gov.

(9) Kardex and Prescriber Order Distribution

- (a) Contractor shall deliver Kardex(s) for all patients by the 15th of the month to Client Agency.
- (b) Blank Kardex(s) shall be provided by Contractor and will be kept on hand at the Client Agency.
- (c) No Kardex fees are allowed throughout the term of the Contract.

(10) Nursing Home Drug Return Program

Contractor shall participate in the Nursing Home Drug Return Program promulgated by the DSS throughout the Contract term.

Connecticut State Statute 17b-363a establishes a program where long term care facilities are required to return unused patient medications to the dispensing pharmacy, and the Connecticut Medical Assistance (CMA) Program is credited for the returned medication. The drug return program is only applicable to medication paid completely or partially by the Department of Social Services (DSS) for individuals enrolled in one of the CMA Programs.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(1) Prescription Criteria:

The Department of Social Services does not restrict what drugs can be returned for credit under the Nursing Home Drug Return Program as long as the following criteria are met:

- The credit for the ingredient cost (Estimate Acquisition Cost) of the prescription must be greater than \$10.00.
- The product cannot be a controlled substance.
- The product must be sealed in individually packaged units (i.e. manufacturer product unit dose containers or pharmacy prepared blister cards).
- All returned medication must have at least three (3) months shelf life remaining. If the prescription was packaged by the pharmacy, the product cannot be returned for credit after three (3) months from the date of packaging by the pharmacy. For manufacturer produced unit dose drugs, the date of return shall be at least three (3) months prior to the expiration date indicated by the manufacturer. This will ensure product integrity for the end user.

(2) Claim Reversal Process:

The pharmacy must reverse the original paid claim and then electronically submit a new claim to reflect the actual amount of the prescription that was used by the client (the difference between the original dispense amount and the quantity returned). Claims for prescriptions being returned under this program may not be filled and reversed on the same day. The data collected during this reversal process is used in verifying that the prescription was dispensed to a long term care resident and therefore the pharmacy is entitled to a \$5.00 return fee.

(3) Return Fee:

A \$5.00 return fee is processed systematically for qualifying returned prescriptions. In order to receive the fee, providers are required to enter the \$5.00 fee in the National Council for Prescription Drug Programs (NCPDP) Version 5.1 Field 438-E3 for the prescription being reversed. This field is labeled "Incentive Amount Submitted". Once the reversal has been accepted, providers will receive a response stating "Reversal Accepted – Payout Pending". The \$5.00 return fee will appear on a future remittance advice with an internal control number starting with "56" for each prescription reversed and accepted under the Nursing Home Drug Return Program.

(11) Over the Counter (OTC) billing:

- (a) All OTC products are to be billed as prescription drugs if categorized as an OTC branded product unless authorized by the Client Agency staff physician.
- (b) Any OTC products that are available generically that have a lower cost must be offered in an effort to reduce cost(s) to the State.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(12) Invoicing:

- (a) Contractor shall provide one invoice per facility itemized by individual names on a monthly basis.
- (b) Consultant Pharmacist or Qualified backup fees shall be invoiced monthly and accompanied by Client Agency sign in sheet.
- (c) Billing for all products and services not covered by the CMAP shall be itemized monthly by individual patient's name providing a grand total to Client Agency.
- (d) Contractor shall deliver invoices to Client Agency business office no later than five (5) working days after the close of each month. All invoices shall be delivered via email or hard copy only to Client Agency designated staff.

(13) Rebilling Invoices:

- (a) Contractor shall provide email notification to Client Agency designated staff of all patients who are eligible for re-bill. Notification shall include whether the re-bill request has been approved or denied before Client Agency disbursement payment on a monthly basis.

(14) Delivery Requirements:

- (a) Contractor shall provide services seven (7) days per week within the time limits specified and arranged by Client Agency. Client Agency may adjust the schedule during the term of the Contract and will provide an email if schedule changes to Contractor.

Basic Delivery Schedule:

- New orders shall be delivered within twenty-four (24) hours
- New admission orders shall be delivered within (6) hours
- Rush orders shall be delivered within six (6) hours
- "STAT" medication/emergency orders will be delivered within two (2) hours

(15) Prior Authorization

- (a) Pharmacy shall notify service location regarding any needed prior authorization for medications as soon as possible.
- (b) Contractor pharmacist or Designated backup shall facilitate all prior authorization with prescriber.
- (c) Contractor pharmacist shall provide all prior authorization information to Client Agency designated staff.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DMHAS Southeastern Mental Health Authority (SMHA)

Contractor Pharmacist or Designated backup shall attend the Pharmacy and Therapeutics (P&T) committee meeting semi-annually to provide information on medication Management System and National Patient Safety goals. SMHA meeting shall be overseen by Dr. Robert Zepf for SMHA). Client Agency shall inform Contractor Pharmacist or Designated backup of schedule in advance.

Pharmacy and Therapeutics Committee responsibilities:

- Review policies and procedures related to the use of medications, including potentially hazardous drugs, controlled substances, samples and investigational drugs.
- Review the appropriateness of the prophylactic, therapeutic and empiric use of drugs through the analysis of individual and aggregate drug practice.
- Develop (and monitoring the implementation of the same) policies and procedures to ensure SMHA's compliance with TJC Medication Management Standards.
- Review significant adverse drug reactions and medication variances and recommending corrective action as needed.
- Oversee the process for reporting adverse drug reactions and medication variances.
- Review policies on the storage, disposal, transportation and monitoring of medications.
- Ensures compliance with National Patient Safety Goals related to prescriptive practices.
- Ensures peer review of prescriptive practices, including data analysis of practice patterns, and provides input to the management team on the assignment of clinical responsibilities.
- Provides data to the Client Agency Management Team.

All actions of the Pharmacy and Therapeutics Committee are subject to the approval of Client Agency management team.

Contractor shall remain within a (10) mile radius of Client Agency (SMHA) to accommodate walk in and pickups by SMHA patients or staff.

Contractor shall maintain their delivery method of receiving or accepting facsimile orders from Client Agency.

Delivery times shall be (2) twice per day, five days per week (Monday through Friday) at noon and 3:00 p.m. Prescriptions or orders received prior to 3:00 p.m. will be included in the daily delivery.

Prescription orders received after 3:00 p.m., will be picked up by SMHA staff before 6:00 p.m. (Monday through Friday).

DMHAS Southwest Ct Mental Health System (SWCMHS)

Contractor shall provide medications not in stock at Client Agency (i.e. controlled substances) or emergency medications not stocked in the pharmacy during or after hours when pharmacy is closed.

Contractor shall deliver medications within a 2 hour window of receipt of order.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

Contractor shall price all medications at the Medicaid rate.

Consultant Pharmacist or Qualified backup will attend the TJC adherence at Middle Street/FS Dubois locations.

Consultant Pharmacist or Qualified backup will attend Client Agency monthly P&T committee meeting and provide written monthly findings to Client Agency designated staff.

DMHAS – Western CT Mental Health Network (WCMHN)

Contractor registered pharmacist shall attend the monthly WCMHN P&T committee meeting overseen by Dr. Sheila Cooperman for Medical director of WCMHN. Client Agency shall inform Contractor Pharmacist or Designated back-up of schedule in advance.

Pharmacy and Therapeutics Committee responsibilities:

- Review policies and procedures related to the use of medications, including potentially hazardous drugs, controlled substances, samples and investigational drugs.
- Review the appropriateness of the prophylactic, therapeutic and empiric use of drugs through the analysis of individual and aggregate drug practice.
- Develop (and monitoring the implementation of the same) policies and procedures to ensure WCMHN compliance with TJC Medication Management Standards.
- Review significant adverse drug reactions and medication variances and recommending corrective action as needed.
- Oversee the process for reporting adverse drug reactions and medication variances.
- Review policies on the storage, disposal, transportation and monitoring of medications.
- Report to Executive Committee

Contractor shall schedule monthly visits to WCMHN to review medication records meet with all applicable federal, state and TJC standards.

Contractor shall inspect all medication rooms and address medication or pharmacy issues with the Medical Director and Client Agency designated staff.

DMHAS – River Valley Services (RVS)

Awarded contractor shall perform monthly inspections of the three (3) RVS Middletown campus drug storage areas and perform a quarterly inspection of the storage area at the RVS Lower County Program on-site in Old Saybrook. Contractor shall submit a written report of its inspection of the (3) RVS Middletown campus drug storage areas and a quarterly report of the Client Agency designated staff.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(a) Consultant Pharmacist

Contractor shall provide service under the direction of Client Agency Medical Director.

Contractor shall review, recommend and revise, as appropriate, policies and procedures necessary for the storage, use and documentation of the in-house contingency medication supply stocked to address emergency medication needs of Client Agency.

Contractor shall provide supervision of records of receipt and disposition of all controlled drugs dispensed to RVS.

Contractor shall dispense all controlled drugs to Client Agency with proof of documentation forms.

Contractor shall provide Client Agency with reports of all controlled drugs dispensed to Client Agency to facilitate accountability upon Client Agency request.

Contractor shall provide RVS with oversight and consultative services to ensure all controlled drug records kept at Client Agency meet all applicable federal, state, and DMHAS regulations.

Contractor shall schedule monthly pharmacy visits to Client Agency to maintain contingency medication supply, monitor in-date status of stock medications and to address medication or pharmacy related issues with Client Agency designated staff. Contractor identifies all unused or out of date medications at Client Agency and Client Agency staff will follow RVS policy on medication use which addresses disposal of unused or out of date medications.

Contractor shall provide Client Agency with a detailed report of its inspection results, findings and suggested plans to improve upon any deficiencies found at such visits.

Contractor shall provide monthly inspections of the Client Agency Middletown campus drug storage areas and quarterly inspections of the storage area at the Client Agency lower county Program site in Old Saybrook.

Contractor shall provide a written report of its inspection results, findings and suggested plans to improve upon any deficiencies found at such visits to Client Agency.

5. ADDITIONAL TERMS AND CONDITIONS:

(a) Contract Separately/Additional Savings Opportunities

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

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

(b) Mandatory Extension to State Entities

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

(c) P-Card (Purchasing MasterCard Credit Card)

Purchases made by the Client Agency from the Contractor that are less than \$1,000 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.

(d) 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.

**STATE OF CONNECTICUT
PROCUREMENT SERVICES**

EXHIBIT B PRICE SCHEDULE

Contract Award# 17PSX0113

Delivery: **7 days per week/ or as needed**

Terms: **Net 30 Days**

Cash Discount: **1.5% 15 days**

Contractor Name:

Rx Health LLC

DESCRIPTION OF GOODS AND/OR SERVICES

Pharmacy and Pharmacy Consultant Services for Department of Mental Health and Addiction Services:

**River Valley Services (RVS)
351 Silver Street, Middletown, CT**

Dispensing fees are based on the NADAC rates effective 7/1/2017 for generic, brand names and sundries items.

1 Over-The-Counter (OTC)

Sundry items

2 Contractor Consultant Pharmacist

3 Individual patient drug regimen quarterly review

Items listed below at no cost to Client Agency:

**Diphenhydramine 25mg Dye Free
Multivitamin tablets
Asprin 81 mg chewable tablets
Ferrous Sulf 325mg tablets**

Average Wholesale Price (AWP)

**Generic: AWP minus (-):
73%+1.35 filling fee**

**Name Brand: AWP minus
23%+1.35 filling fee**

Full line of OTC provided: Yes

**Sundry items AWP minus
23%+1.35 filling fee**

Hourly Rate: **\$39.00**

\$3.00 per patient

**STATE OF CONNECTICUT
PROCUREMENT SERVICES**

EXHIBIT B PRICE SCHEDULE

Contract Award# 17PSX0113

Delivery: **2x's daily Monday-Friday, Saturday and after hour deliveries are available upon Client Agency request**

Terms: **Net 45 Days**

Cash Discount: **2% 30 days**

Contractor Name:
Greenville Drug Store, Inc.

	DESCRIPTION OF GOODS AND/OR SERVICES	
1	<p>Pharmacy and Pharmacy Consultant Services for Department of Mental Health and Addiction Services:</p> <p>Southeastern Mental Health (SMHA) 401 W. Thames Street, Norwich, CT</p> <p>Dispensing fees are based on the NADAC rates effective 7/1/2017 for generic, brand names and sundries items</p> <p>Over-The-Counter (OTC)</p> <p>Sundry Items</p>	<p>Average Wholesale Price (AWP)</p> <p>Generic: AWP minus (-): 10%</p> <p>Name Brand: AWP minus 10%</p> <p>Full line of OTC provided: Yes</p> <p>Sundry items: AWP minus 10%</p>
2	Contractor Consultant Pharmacist	Hourly Rate: \$50.00
3	Individual patient drug regimen quarterly review	No charge
	Item listed below are at no cost to Client Agency:	
	True Metrix Blood Glucose Monitors	

**STATE OF CONNECTICUT
PROCUREMENT SERVICES**

EXHIBIT B PRICE SCHEDULE

Contract Award# 17PSX0113

Delivery: 7 days per week/ or as needed

Terms: Net 30 Days

Cash Discount: 1.5% 15 days

Contractor Name:

Rx Health LLC

	DESCRIPTION OF GOODS AND/OR SERVICES	
1	<p>Pharmacy and Pharmacy Consultant Services for Department of Mental Health and Addiction Services:</p> <p>Southwest CT Mental Health System (SWCMHS) 97 Middle Street, Bridgeport, CT</p> <p>Dispensing fees are based on the NADAC rates effective 7/1/2017 for generic, brand names and sundries items</p> <p>Over-The-Counter (OTC)</p> <p>Sundry items</p>	<p>Average Wholesale Price (AWP)</p> <p>Generic: AWP minus (-): 73%+1.35 filling fee</p> <p>Name Brand: AWP minus 23%+1.35 filling fee</p> <p>Full line of OTC provided: Yes</p> <p>Sundry items AWP minus 23%+1.35 filling fee</p>
2	Contractor Consultant Pharmacist	Hourly Rate: \$39.00
3	Individual patient drug regimen quarterly review	\$3.00 per patient
	<p>Items listed below at no cost to Client Agency:</p> <p>Diphenhydramine 25mg Dye Free <u>Multivitamin tablets</u> Asprin 81 mg chewable tablets Ferrous Sulf 325mg tablets Contractor Consultant Pharmacist or Qualified Back-Up</p>	Hourly Rate: \$29.00

**STATE OF CONNECTICUT
PROCUREMENT SERVICES**

EXHIBIT B PRICE SCHEDULE

Contract Award# 17PSX0113

Delivery: **7 days per week/ or as needed**

Terms: **Net 30 Days**

Cash Discount: **1.5% 15 days**

Contractor Name:

Rx Health LLC

DESCRIPTION OF GOODS AND/OR SERVICES

Pharmacy and Pharmacy Consultant Services for Department of Mental Health and Addiction Services:

**Western CT Mental Health Network (WCMHN)
95 Thomaston Avenue, Waterbury, CT
1669 Thomaston Avenue, Waterbury, CT-Young Adult Services subsite
78 Triangle Street, Danbury, CT
249 Winsted Road, Torrington, CT**

Dispensing fees are based on the NADAC rates effective 7/1/2017 for generic, brand names and sundries items

1 Over-The-Counter (OTC)

Sundry items

2 Contractor Consultant Pharmacist

3 Individual patient drug regimen quarterly review

Items listed below at no cost to Client Agency:

**Diphenhydramine 25mg Dye Free
Multivitamin tablets
Asprin 81 mg chewable tablets
Ferrous Sulf 325mg tablets**

Average Wholesale Price (AWP)

**Generic: AWP minus (-):
73%+1.35 filling fee**

**Name Brand: AWP minus
23%+1.35 filling fee**

Full line of OTC provided: Yes

**Sundry items AWP minus
23%+1.35 filling fee**

Hourly Rate: **\$39.00**

\$3.00 per patient



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

AGENCY CONTACT INFORMATION SHEET

DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES – SOUTHEASTERN MENTAL HEALTH CENTER (SMHA)

Lori-Ann Sawicki
Chief Financial Officer
Southeastern Mental Health Authority
401 W. Thames Street, Building 1301
Norwich, CT 06360
Lori-ann.sawicki@ct.gov

860-859-4528 (Office)

860-859-4782 (fax)

EXHIBIT D

AGENCY CONTACT INFORMATION SHEET

DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES – RIVER VALLEY SERVICES (RVS)

Abdi Elmi
Fiscal director
351 Silver Street
PO Box 351
Middletown, CT 06457
Abdi.elmi@ct.gov

860-262-5099

EXHIBIT D

AGENCY CONTACT INFORMATION SHEET

DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES – SOUTHWEST CONNECTICUT MENTAL HEALTH NETWORK (SWCMHN)

Scott Courtemanche
Chief Fiscal Office
91 Middle Street
Bridgeport, CT 06604
Courtemanche.scott@ct.gov

203-579-7446 (office)

203-579-7448 (fax)

EXHIBIT D

AGENCY CONTACT INFORMATION SHEET

DEPARTMENT OF MENTAL HEALTH AND ADDICTION SERVICES – WESTERN CONNECTICUT MENTAL HEALTH NETWORK

Mark Zweibel
Fiscal Director
55 West Main Street
Waterbury, CT 06706
203-805-6410 (office)
203-805-6432 (fax)
Mark.Zweibel@ct.gov

Additional satellite locations information:

Western CT Mental Health Network – Waterbury Area
95 Thomaston Avenue
Waterbury, CT 06702
203-805-5300 (office)
203-805-5310 (fax)

Western CT Mental Health Network – Danbury Area
78 Triangle Street, Bldg 1-4
Danbury, CT 06810
203-448-3200 (office)
203-448-3199 (fax)

Western CT Mental Health Network – Torrington Area
249 Winsted Road, Third Floor
Torrington, CT 06790
860-496-3700 (office)
860-496-3800 (fax)