

CONTRACT AWARD
SP-38 - Rev. 11/14/19
Prev. Rev. 10/23/19

Paul Greco
Contract Specialist

860-713-5189
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

450 Columbus Boulevard, Hartford, CT 06103

CONTRACT AWARD NO.:

19PSX0130

Contract Award Date:

20 July 2020

Bid Due Date:

24 April 2020

CONTRACT AWARD

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

DESCRIPTION:

Emergency Response Service to Hazardous Environmental Incidents for the CT Dept. of Energy and Environmental Protection

FOR:
Department of Energy and Environmental Protection

TERM OF CONTRACT:
November 1, 2020 through October 31, 2025

AGENCY REQUISITION NUMBER:

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
Est. \$3,625,000.00		Est. \$1,450,000.00	Est. \$5,075,000.00

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

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

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

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

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.

- See Contractors contact information on pages two, three and four.
- The Client Agency is strongly encouraged to utilize the contractor selection method outlined on page five of this Contract notice.
- Only Tier two (2) service requirements are being awarded at this time. Tier one (1) service requirements and the contract award of such will be supplemented to this contract award at a later date.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **CAROL WILSON**

Title: DAS Procurement Director

Date:

CONTRACTOR INFORMATION:

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

Company Name: **ACV Environmental Services, Inc.**

Company Address: **928 East Hazelwood Ave. Rahway NJ 07065**

Contact Person: **Hugh Plunkett**

Tel. No.: **203-384-6020**

Company/Contact Person Email Address: **hplunkett@acvenviro.com**

Contact Person Address: **same**

Remittance Address: **same**

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

Delivery: **As required**

Contract Value: **Est. \$ 725,000.00**

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

Agrees to Supply Political SubDivisions: **no**

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: **Clean Harbors Environmental Services, Inc.**

Company Address: **770 Derby Avenue Seymour, CT 06483**

Contact Person: **David Pannuto**

Tel. No.: **203-734-2581**

Company/Contact Person Email Address: **pannutod@cleanharbors.com**

Contact Person Address: **same**

Remittance Address: **same**

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

Delivery: **As required**

Contract Value: **Est. \$ 725,000.00**

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

Agrees to Supply Political SubDivisions: **no**

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: **NRC East Environmental Services, Inc.**

Company Address: **19 National Dr. Franklin, MA 02038 / CT Office 89 Commerce Circle, Durham, CT 06422**

Contact Person: **Angie Coe**

Tel. No.: **508-966-6000**

Company/Contact Person Email Address: **acoe@nrcc.com**

Contact Person Address: **same**

Remittance Address: **same**

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

Delivery: **As required**

Contract Value: **Est. \$ 725,000.00**

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

Agrees to Supply Political SubDivisions: **no**

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: **Moran Environmental Recovery, LLC**

Company Address: **20 Commerce Rd. Newtown, CT**

Contact Person: **Mike Barden**

Tel. No.: **203-270-0095**

Company/Contact Person Email Address: **mbarden@moranenvironmental.com**

Contact Person Address: **same**

Remittance Address: **same**

Delivery: **As required**

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

Contract Value: **Est. \$ 725,000.00**

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

Agrees to Supply Political SubDivisions: **no**

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: **Laydon Industries, LLC**

Company Address: **51 Longhini Lane New haven, CT 06519**

Contact Person: **Kristi Laydon**

Tel. No.: **203-562-7283**

Company/Contact Person Email Address: **www.laydonindustries.com**

Contact Person Address: **same**

Remittance Address: **same**

Delivery: **As required**

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

Contract Value: **Est. \$ 725,000.00**

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

Agrees to Supply Political SubDivisions: **no**

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: **Environmental Services, Inc.**

Company Address: **90 Brookfield St. South Windsor, CT 06074**

Contact Person: **Bruce Devanney**

Tel. No.: **860-528-9500**

Company/Contact Person Email Address: **bdevanney@e-s-i.com**

Contact Person Address: **same**

Remittance Address: **same**

Delivery:

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

Contract Value: **Est. \$ 725,000.00**

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

Agrees to Supply Political SubDivisions: **no**

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: **Kropp Environmental Contractors, Inc.**

Company Address: **32 Exeter Rd. Lebanon, CT 06249-0258**

Contact Person: **Sally Kropp**

Tel. No.: **860-642-9952**

Company/Contact Person Email Address: **sally@kroppenvironmental.com**

Contact Person Address: **same**

Remittance Address: **same**

Delivery: **As required**

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

Contract Value: **Est. \$ 725,000.00**

Prompt Payment Terms: **0% 00 Net 25**

Agrees to Supply Political SubDivisions: **no**

CT DAS Contract 19PSX0130, Contractor Selection / Utilization

CT DEEP Regional Service Areas: Northwest (NW): Litchfield and Hartford Counties; Northeast (NE): Tolland and Windham Counties; Southwest (SW): Fairfield and New Haven Counties; Southeast (SE): Middlesex and New London
Service Category Tier two (2)

Tier 2 Emergency Response Services Required services are for emergencies involving land or water based releases of combustible waste oily liquids with or without separate phase free product, non-hazardous wastewater, asbestos related waste and any contaminated soil and/or waste material associated with the release noted in this section and any other characterized wastes. A Contractor may also be required to provide expert advice to the CT DEEP regarding the services described above and/or testimony in an administrative, arbitration or judicial proceeding regarding any or all aspects of the emergency response services or domestic preparedness activities and actions requested and/or provided.

Contractors will be required to respond within a 60/90-minute time frame in the event they are contracted to respond by the CT DEEP. In the event the Contractor cannot be reached or indicates that they cannot respond within the 60/90 minutes time frame, the next on-call Contractor will be contacted by the CTDEEP.

When in the best interest of the State, if it is determined that a condition is present that disallows particular contractor(s) from being able to respond accordingly, the State reserves the right to contact the contractor determined to be the most effective and timely responder. This can include but not be limited to the need for: time critical and geographically based responses, specialized equipment and/or materials, and/or specialized personnel.

Tier II	Emergency	Response	On Call Order
North West	North East	South West	South East
ESI	ESI	ESI	ESI
Moran	Moran	Moran	Moran
ACV	ACV	ACV	ACV
NRC	NRC	NRC	NRC
Laydon	Laydon	Laydon	Laydon
Clean Harbors	Clean Harbors	Clean Harbors	Clean Harbors
Kropp	Kropp		Kropp

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Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

**ACV Environmental Services, Inc., NRC East Environmental Services, Inc.,
Moran Environmental Recovery, LLC, Kropp Environmental Contractors Inc.,
Laydon Industries LLC, Environmental Services, Inc.,
Clean Harbors Environmental Services, Inc.**

**EMERGENCY RESPONSE SERVICES TO HAZARDOUS
ENVIRONMENTAL INCIDENTS FOR THE CONNECTICUT
DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION**

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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 Paul Greco, 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

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

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

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2. Term of Contract; Contract Extension. The Contract will be in effect from November 1, 2020 through October 31, 2025.

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 twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

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

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

- (d) The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D. Notwithstanding any language regarding Contractor price increases, the Price Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D will not be adjusted to reflect new standard wage rates until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. The Contractor must provide this documentation to the State within ninety (90) days' of the effective date that the State Department of Labor establishes for the increase in the standard wage. Upon receipt and verification of

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Contractor documentation, DAS shall adjust the Price Schedule and update Exhibit D accordingly through a supplement to this Contract.

(e) Price Adjustments:

No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

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

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
- (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

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- (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 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

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Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than

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twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

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

14. Purchase Orders.

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

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additional obligation to deliver to the Contractor a “hard copy” of the purchase order or a copy bearing any hand-written signature or other “original” marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

- 16. Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts

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of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

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

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

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

20. Delivery.

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

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- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Commissioner of DAS, in consultation with the Client Agency, shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency or the Commissioner of DAS may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.
23. Setoff. In addition to all other remedies available hereunder, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
24. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as

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otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

25. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;

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- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

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- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

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

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

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shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.
29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

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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, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and 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 in accordance with their respective terms and conditions. If Executive Orders 14, 61 or 49 are applicable, it is deemed to be incorporated into and are made a part of the Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

33. Non-discrimination.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

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(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, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b)

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

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copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to

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Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

34. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of

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the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

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

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

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

If to DAS:

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

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

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subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

- (a) Reserved
 - (b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
 - (e) Reserved
 - (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
 - (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
 - (h) Reserved
38. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
39. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a. its certificate of incorporation or other organizational document;

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- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

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

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

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

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

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

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

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

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the

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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 Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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

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

47. Contractor Responsibility.

(a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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

(c) Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide DAS with any additional reports as DAS may request from time to time within ten (10) days following receipt of DAS' written request. Timely submission of these reports is a material requirement of the Contract. All Title and propriety rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State.

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At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, DAS shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this section.

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

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

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

51. Cross-Default.

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- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
55. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
56. Reserved.

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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. Reserved.

59. Protection of Confidential Information.

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

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

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

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

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

(4)Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5)Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own

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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. Reserved.

19PSX0130 EXHIBIT A
DESCRIPTION OF GOODS AND SERVICES AND ADDITIONAL TERMS AND CONDITIONS.

SECTION 1: Scope of Services

This Contract is for providing the Connecticut Department of Energy and Environmental Protection (CT DEEP) with emergency response Services to hazardous material incidents, which include but are not limited to discovery, investigation, evaluation, mitigation, and remediation of contaminated media, surface water, groundwater, land, and waters of the State including offshore or coastal waters or other contamination resulting from the discharge, spillage, uncontrolled loss, seepage or filtration of oil or petroleum, chemical liquids, solid, liquid or gaseous products, waste oil, or hazardous waste. Services also include containing, removing, transporting and or disposing of biomedical waste or asbestos containing material and response to a chemical, biological, radiological and nuclear events (CBRNE) including any media contaminated or potentially contaminated by such substances in an emergency authorized by Connecticut General Statute §22a-449.

A Contractor utilization protocol shall be administered by the CT DEEP to ensure that emergency response services are activated when required. This Contractor utilization protocol will be utilized as follows:

The Contractor(s) identified and in the order of precedence in the below Chart A-1 geographic region requiring services will be contacted by the CT DEEP and requested to Perform. Contractors will be required to respond within a 60/90-minute time frame. In the event the Contractor cannot be reached or indicates that they cannot respond within the 60/90 minutes time frame, the next Contractor identified within the Chart A-1 geographic region requiring Services will be contacted by the CT DEEP and requested to respond. This method will continually be utilized until a Contractor is reached who agrees to provide the necessary Services.

Emergency response Services are categorized into two (2) types of response Services (Tiers). Each Tier requires a list of minimum requirements comprised of personnel, equipment, and qualifications. Table 1 in Section 2 of this Exhibit provides the list of minimum requirements for each Tier. Items listed in Table 1 cannot be subcontracted with the exception of the labor category of Chemist.

A. Tier 1 Emergency Response Services (High Hazard)

Tier 1 emergencies involve hazardous materials such as ignitable liquids and gases, corrosives, reactive material, oxidizers, toxics, poisons, and unknown materials and any contaminated soil and or waste material associated with a hazardous release. The Contractor may also be required to provide expert advice to the CT DEEP regarding the Services described above and/or testimony in an administrative, arbitration or judicial proceeding regarding any or all aspects of the emergency response Services or domestic preparedness activities and actions requested and or Performed by the Contractor.

B. Tier 2 Emergency Response Services

Tier 2 emergencies involve land or water based hazardous material releases that contain combustible-waste oily liquids with or without separate phase free product, non-hazardous wastewater, asbestos related waste and any contaminated soil and/or waste material associated with the release noted in this section and any other CT DEEP characterized waste. It also includes gasoline if spilled due to a motor vehicle accident or in quantities of no more than 25 gallons. Contractors called to clean-up blood and or body fluid shall have a Bio-Waste Transporters Permit as stipulated by CT General Statutes §22a-454. A Contractor may also be required to provide expert advice to the CT DEEP regarding the Services described above or provide testimony or both in an administrative, arbitration or

judicial proceeding regarding any or all aspects of the emergency response Services or domestic preparedness activities and actions requested or Performed or both by the Contractor.

C. Subsurface Investigation and Remediation

Both Tier 1 and Tier 2 Services may include subsurface investigation and environmental remediation Services when necessary as part of the initial emergency response. This type of work will require but not be limited to the following:

- 1) Locating the source of contamination or defining the extent and degree of pollution with a goal toward designing a remedial plan;
- 2) Locating and gathering relevant geological, site, or other data, utility maps and/or property records;
- 3) Preparing a site investigation plan including the location and number of soil borings, soil samples, soil-gas samples, water samples, groundwater monitoring, surface water or water supply wells, as applicable, and the analytical methods to be used;
- 4) Conducting a site investigation;
- 5) Preparing a report describing the investigation, its results, and making recommendations; and
- 6) Performing any other activities deemed necessary by the CT DEEP.

Remediation Services may include, but are not limited to:

- 1) Designing and installing systems to remove contamination or free product or both and for groundwater treatment;
- 2) Groundwater recovery;
- 3) Soil venting;
- 4) Air sparging;
- 5) Bio venting;
- 6) Bio-remediation; and
- 7) Containing and/or stabilizing contamination.

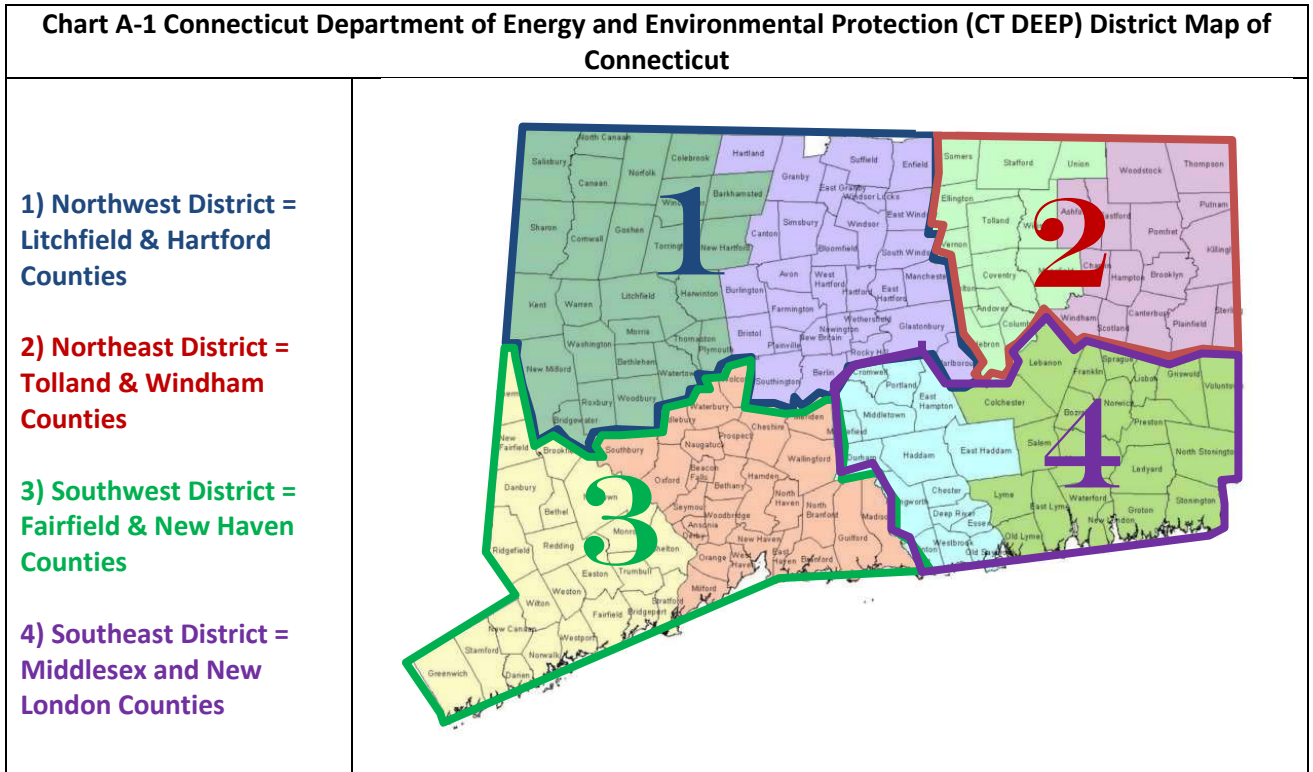
Subsurface clean-up Services may also include:

- 1) Site monitoring; operating; and maintaining any such monitoring system(s);
- 2) Evaluating the monitoring system(s) effectiveness; and
- 3) Performing any other related activity deemed necessary by the CT DEEP.

D. Response Regions and Response Time

Contractors Performing emergency response Services shall be available twenty-four (24) hours per day, seven (7) days per week including Saturdays, Sundays and all Federal and State holidays. Contractors who Perform emergency response Services shall have immediate access, at all times to the equipment, materials and labor necessary to Perform such emergency response Services and shall be located so that the Contractor as well as equipment, materials and labor necessary can be on site and ready to Perform within two (2) hours of CT DEEP's request for Services to any location within the awarded Chart A-1 region(s), unless otherwise specified by the CT DEEP. For hazardous material release incidents occurring on limited access highways, the Contractor as well as equipment, materials and labor necessary to Perform must be on site within one hour (60 minutes), unless otherwise specified by the CT DEEP, with the equipment requested by the CT DEEP for the specific incident or type of incident.

The CT DEEP reserves the right to contact the Contractor determined to be the most effective and timely responder for a particular incident. The CT DEEP may consider the need for time critical and geographically based responses, specialized equipment or materials or both, or specialized personnel in making these determinations.



A. SECTION 2: Contractor Qualifications during the term of the Contract Requirements

- 1) Contractors shall at all times have trained and certified hazardous materials technicians, site workers, field supervisors, equipment operators, site safety officers and all other personnel required by law and necessary to Perform the Services.
- 2) The Contractor must have immediate access to and be able to mobilize and utilize all of the equipment identified within the Exhibit B Price Schedule.
- 3) Contractors shall assure that all personnel are properly trained as identified in the Exhibit B Price schedule. Contractor shall ensure that all persons at a site conducting any activity or Performing any Service, including a Contractors' employees, agents and subcontractors, have prior to conducting any activity or Performing any Service successfully completed all applicable required initial and subsequent training required by 29 C.F.R. Parts 1910 and 1926 and any other training required by law as well as the National Incident Management System (NIMS) training required by the Department of Homeland Security.
- 4) Contractors shall have, at all times, all applicable permits for managing and transporting spill clean-up materials, including, but not limited to, a current Hazardous Waste Transporter and a Spill Clean-Up Contractor permit issued by the CT DEEP under Connecticut General Statutes §22a-454. In addition, all other Federal and State statutory and regulatory compliance required to Perform emergency response Services such as but not limited to all validly issued and currently effective United States Environmental Protection Agency (US EPA), United States Department of Transportation (USDOT), and CT DEEP permits, licenses, registrations or any other required governmental authorization(s) necessary to Perform the Services.

See the below Table 1) for a complete list of the minimum requirements for each Tier 1 and Tier 2 response requirement.

Table 1.

Tier Service Categories				
* Minimum Requirements for Each Tier Service Category			Tier 1	Tier 2
Section 1: Containment Equipment				
1000 ft. 12" skirt containment boom – Trailered			x	x
200 ft. minicontainment boom			x	x
40 bales of oil sorbent pads			x	x
20 bales of oil sorbent boom (5"X10')			x	x
20 bales of oil sorbent boom (8"X10')			x	x
20 bales of oil absorbent pillows			x	x
40 bags of "speedi-dri" or equivalent absorbent material			x	x
Plug & Patch Material (wooden dowels, magna patch)			x	x
Section 2: Boats				
Work boat(s) capable & suitable to maneuver containment boom in coastal and inland conditions, or capacity to contract for such equipment			x	x
Personal Flotation Devices & Mustang Suits for each employee			x	x
14' length minimum, shallow draft boat such as a work skiff			x	x
Section 3: Removal Equipment				
5000 gallon minimum capacity Vacuum Trailer/Tanker with 200' each of 2" & 3" hose			x	
One Super Vacuum with minimum capacity 2500 gallons with 200' of 2", 3" & 6" hose			x	x
Vacuum Truck with minimum capacity of 3000 gallons with 200' each 2" & 3" hose			x	x
Assorted couplings, reducers & adapter fittings for hose			x	x
Brooms and shovels			x	x
Proper sampling equipment (jars, bailers, COC forms)			x	x
Drums:				
Amount	Current ID #	Description		
20	UN# 1A2X423S	16-18 Gauge Steel Open Head	x	x
20	UN# 1A2X430S	16 Gauge Steel Open Head	x	x
20	UN# 1A1X1.8-300	18 Gauge Steel Closed Head	x	x
20	UN# 1H2Y237S	Poly Open Head	x	
20	UN# 1H1Y1.8-300	Poly Closed Head	x	
10	UN# 1H2X340S	95 Gallon Poly Over-pack	x	
10	UN# 1A2X44S	95 Gallon Steel Over-pack	x	x
10	UN# 1A2X43S	85 Gallon Steel Salvage Drum	x	x
Minimum 4-Power Brooms			x	x
Chemical Hose			x	
Pneumatic Drills and Saws			x	x
Minimum 3 roll-off containers & transport vehicle			x	x
Bobcat/skid steer w/ broom sweeper attachment or equivalent			x	x
Mini Excavator or 4WD Backhoe			x	x

Double Diaphragm Pump	x	x
Dump Truck(s)	x	x
Response Vehicle (has common response activity equipment & materials onboard)	x	x
Section 4: Personal Protective Equipment (PPE)		
NFPA/OSHA compliant Fire Helmet	x	x
NFPA/OSHA compliant Bunker Coat & Pants	x	x
NFPA/OSHA compliant steel toe fire boots	x	x
NFPA/OSHA compliant Nomex Hood (minimum 2 cases)	x	x
NFPA/OSHA compliant Fire Fighting Gloves	x	x
Non-encapsulated Splash Suits (minimum 12 cases)	x	x
Disposable rubber over boots (minimum 8 cases)	x	x
Approved hardhats, shoes, eye protection & Safety vests for all	x	x
Minimum of 2 PIDs	x	x
Minimum of two 4 gas meters	x	
Minimum of 1 Mercury Vapor Analyzer Meter , capable of metering to CT Dept. of Public Health requirements	x	
Chemical Specific monitoring capability (I.e. drager CMS or tubes)	x	
Minimum one radiation detection device -alpha, beta, gamma and one back-up	x	
Bonding & grounding capabilities	x	x
Self-Contained Breathing Apparatus (SCBA) (minimum 8 sets)	x	
Respirators with appropriate cartridges	x	x
Non-encapsulated splash PPE – Minimum of 12 cases sized to fit the workers	x	x
Encapsulated Splash Protection PPE - Minimum of 12 cases sized to fit the workers	x	
Encapsulated Vapor Protection PPE - Level A capability (minimum 8 sets of suits sized to fit the workers)	x	
Supplied Airline w/ minimum 600' Hose	x	
All necessary Confined Space Entry equipment	x	x
Decontamination Equipment and Capabilities	x	
Section 5: Training and Certification		
All field employees trained to appropriate levels in 29 CFR 1910.120 site worker	x	x
All responders trained to Hazardous Materials Technician level (1910.120(q))	x	x
All responders trained in CBRN Response	x	
All responders trained on the Incident Command System	x	x
All responders / laborers trained in Confined Space Entry & Rescue	x	x
All responders will have photo ID w/ training, signed by company official.	x	x
For Subsurface work, Trench & Excavation training with at least one person on scene that is certified as a "Competent Person" per OSHA 29 CFR 1926 Subpart P.	x	x
All responders shall be trained in all other applicable OSHA regulations as required and as referred to in 29 CFR 1910.120.	x	x
Section 6: Communications Equipment / Safety		
Cellular telephone capability for employees	x	x
Marine Radio Communications capability	x	x
Portable All communications equipment used in the "Hot Zone" will be intrinsically	x	x

safe		
All response vehicles will be equipped with yellow safety lights	x	x
Section 7: Manpower		
Minimum 8 trained employees available 24-7(Hazardous Materials Technician & HAZWOPER Site Workers) Full-time and On-Staff	x	x
24-7 phone communication capability	x	x
Lab Pack Chemist on staff or available 24-7	x	
Section 8: Bio-Medical		
Valid Bio-Medical Transporter Permit	x	optional
All required training for working with Bio-Medical materials / waste	x	

Note: With the exception of a Chemist, Contractors shall have all items and personnel listed in this table 1. Subcontracting for these items and personnel is not allowed.

Section 3: General Exhibit B Rate Provisions

- A. The standard maximum Contractor reimbursement for labor, equipment, or materials provided will be the rate(s) found in the Exhibit B-1, B-2, B-3, and B-4 Price Schedules for a period of ninety (90) days commencing on the initial date of the site-specific emergency response activity. In the event that the CT DEEP or the Contractor anticipates that the work will require Services for more than a 7-day period, the Contractor shall provide a detailed description of Services and unit costs identifying the work to be Performed between 7 and 90 days at the site and provide this estimate to the CT DEEP.

For any work that needs to be done beyond the 90-day period and after review and at the discretion of the CT DEEP, such continued Services may be authorized by the CT DEEP for an additional period of up to 90 days. In the event that the CT DEEP or the Contractor anticipates that the work will require Services beyond 180 days from the initial incident (release) date, the Contractor shall provide a detailed description of such Services and proposed unit costs identifying the work to be Performed at the site and provide this estimate to the CT DEEP.

If at the end of an emergency, scheduled maintenance and or monitoring activities are required, the case may be referred to the CT DEEP Emergency Response and Spill Prevention Division, Site Assessment & Support Unit or to the delegated CT DEEP unit for continued oversight. The CT DEEP reserves the right to negotiate costs and or reserve the right to procure such additional Services for installation of long-term treatment systems, maintenance, monitoring and repair of remedial equipment permanently installed or equipment installed if it becomes necessary for long-term remediation caused by an emergency event.

Only those price rates found in Exhibits B-1, B-2, B-3, and B-4 apply and must be documented on the Daily Work Ticket (DWT). DWT procedures are more explicitly described in Section 5 of this Exhibit A and an example form of DWT is attached as Exhibit A-3. If the CT DEEP determines that the Contractor has used and or invoiced at a higher rate for equipment, materials and or level of labor than was necessary or determined required, the CT DEEP reserves the right to object to a piece of equipment, a laborer, material or the amount of time that any of these items were used at the incident and are listed on the DWT and pursue all remedies available to it either before or

after the DWT is signed by the CT DEEP.

B. Labor Rates

Contractors shall not add any labor titles or classes to the Exhibit B-1 Price Schedule. All labor rates will include Level D Personal Protective Equipment (PPE) Labor rates are representative of straight time, overtime and premium time which are defined as follows:

International 24-hour (military) time shall be the standard time reference.

- Straight time shall mean 0700 to 1700 hours, Monday through and including Friday.
- Overtime shall mean 1701 to 0659 hours, Monday through and including Friday and all weekends and all Holidays except for those considered by the State of Connecticut as “Premium Holidays”.
- Premium time shall be applicable for the six (6) Premium Holidays that the State recognizes (New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving and Christmas)

Upon completion of an emergency response and if continued Services are required at the specified location, the CT DEEP will reimburse the Contractor straight time. Unless authorized by the CT DEEP, this continued work shall not be Performed outside the hours of straight time.

The hourly rates specified in Price Schedule Exhibit B-1 must include all direct and indirect labor costs by indicated labor category. Subject to the costs allowable under this Contract, indirect labor costs shall include fringe benefits, meal allowances, overhead costs, and all charges for administrative activities, to include billing preparation, reproduction costs, typing, communications, or mailing charges. These rates shall also include the use of “tools of the trade”, which include but are not limited to most Personal Protective Equipment (PPE), meters, equipment that is part of a vehicle such as but not limited to grounding equipment and assorted couplings, reducers and adapter fittings that are part of the Vacuum Trucks or US Coast Guard Personal Floatation Devices and anti-exposure suites (Mustang Suits) for use on a vessel, sampling equipment and other miscellaneous equipment.

Allowable charges for labor include, but shall not exceed, the time actually spent traveling to and from the work site from either the Contractor’s closest place of business or residence whichever is closest. Such time shall not exceed 120 minutes per day and shall not be charged at overtime or premium rates.

If the CT DEEP determines, either before or after labor is or has been used at a site that a task Performed by a Contractor at a site could have been accomplished using labor chargeable at a lower rate than the labor chosen by a Contractor; or a Contractor has substituted labor at a site resulting in a Contractor charging a higher rate, then the allowable labor charges for any such laborer shall be limited to the lowest rate for which the CT DEEP, in its sole discretion, determines should or would have been sufficient to complete the tasks Performed.

All personnel utilized in the Performance of the Contract must have the capacity and competence to understand and execute instruction provided by the CT DEEP and be capable of executing and signing the CT DEEP Exhibit A-3 Daily Work Ticket.

C. Equipment Rates

Equipment rates include the hourly, daily, weekly and monthly rate(s) for each piece of equipment specified in the Exhibit B-2 Price Schedule. Overtime and premium rates do not apply to equipment. All equipment rates include all direct and indirect equipment charges including, but not limited to, costs for:

- 1) the actual time spent to transport equipment to or from a site;
- 2) maintaining security for equipment at the site;
- 3) operating equipment; and
- 4) renting equipment.

Hourly, daily, weekly and monthly equipment rates will be determined in accordance with the following:

Hourly Rate – the hourly rate for a piece of equipment applies when the equipment is used at a site up to eight (8) hours and is not to exceed the daily rate in aggregate for eight (8) hours of use.

Daily Rate – the daily rate for a piece of equipment applies when the equipment is used at a site in excess of eight (8) hours. The base daily rate may not exceed seven (7) times the hourly rate. For each hour of actual use in excess of eight (8) hours during a day, the Contractor will receive no more than 1/8 the daily rate in addition to the base daily rate.

Weekly Rate – The weekly rate for a piece of equipment applies when the equipment is used at a site in excess of forty (40) hours in any 7-day period, regardless of how many days during the week the equipment is used. The base weekly rate may not exceed 28 times the hourly rate. For each hour of actual use in excess of 40 hours a week, the Contractor will receive no more than 1/40 of the weekly rate in addition to the base weekly rate.

Monthly Rate – The monthly rate for a piece of equipment applies when the equipment is used at a site in excess of one hundred twenty (176) hours in any 30-day period, regardless of how many days or weeks the equipment is used. The monthly rate shall not exceed 84 times the hourly rate. For each hour of actual use in excess of 176 hours, the Contractor will receive no more than 1/176th the monthly rate in addition to the base monthly rate.

Rates computed in any other manner will not be accepted. <u>Standard Measures for Calculating Equipment Use</u>	<u>Discounted Hourly Rate</u>	<u>Hourly Rate Used</u>	<u>Extension</u>	<u>Calculation Examples (Example) Using \$100 as the hourly rate</u>
Hourly	1	Rate in Schedule B	Hours x hourly rate = cost Used for less than 8 hours	For 4 hours: 4 hours x \$100 = \$ 400
Daily	7	Rate in Schedule B	7 hours x hourly rate = daily rate Hours in excess of eight hours, 1/8 of daily rate	For 10 hours: \$100 x 7 = \$ 700 \$700 x 2/8 = \$ 175 total = \$ 875
Weekly	28	Rate in Schedule B	28 hours x hourly rate = weekly rate Hours in excess of 40 hours, 1/40 of weekly rate	For 43 hours: \$100 x 28 = \$ 2,800 \$2800 x 3/40 = \$ 210 total = \$ 3,010

Rates computed in any other manner will not be accepted. <u>Standard Measures for Calculating Equipment Use</u>	<u>Discounted Hourly Rate</u>	<u>Hourly Rate Used</u>	<u>Extension</u>	<u>Calculation Examples (Example) Using \$100 as the hourly rate</u>
Monthly	84	Rate in Schedule B	84 hours x hourly rate = Monthly rate Hours in excess of 176 hours, 1/176 of monthly rate	For 200 hours: \$100 x 84 = \$8,400.00 \$8400 x 24/176=\$1,145.45 total = \$9,545.45

The CT DEEP will only pay for the actual time that each piece of equipment is being used on-site. Basic recovery systems and trailer transported units will be identified as one unit and not separately by the system’s components. This singular identification includes but is not limited to items such as confined space trailers, product recovery trailers, other types of Service trailers or a groundwater treatment system(s) or other types of multi part systems. Parts, supplies and materials of these systems that require maintenance and or replacement equipment are listed on the Exhibit B-3 Price Schedule and will be considered consumables. These items include but are not limited to hoses, filters, and blowers. Contractors may impose a charge for equipment requested and authorized by the CT DEEP to be on standby for use during operations. The amount of such charges are identified in Exhibit B.

Trade tools whose use is not reimbursable by the CT DEEP include but are not limited to the following.

- Reusable hand tools such as, but not limited to screwdrivers, hammers, shovels and brooms;
- Protective clothing; including, but not limited to bunker gear, boots and gloves, cooling vests and hard hats (including all equipment that makes up Level A, B and C protection);
- Computer equipment and software including all costs relating to use of such equipment;
- Communication equipment, including but not limited to, regular or cellular telephones, including all costs relating to the use of such equipment;
- Consumable supplies and equipment of a type noted on Table 2;
- Monitoring equipment such as PIDs, FIDs, LEL/O₂ Meters, 4 gas meters, Radiation Meters.
- Respiratory protection equipment, such as SCBAs, extra air bottles, APRs, PAPRs.
- Equipment or items that are associated or come with vehicles such as grounding equipment that is part of a vacuum truck, or PFDs that are required when working on the water;
- Sampling equipment and containers. Costs related to routine cleaning of any and all equipment are not reimbursable to the Contractor.

Equipment not on Exhibit B-2 Equipment Price Schedule: Equipment that is required for work and is not on the Equipment Price Schedule may be used with written approval of the CT DEEP. The payment method for the non-listed equipment will be a fixed unit rate rental rate such as hourly, daily, weekly or monthly. The following rules shall apply:

- Contractor owned equipment shall be reimbursed based on current market rental rates or best customer rates, whichever is lower. The CT DEEP will determine if the rates proposed by the Contractor are appropriate and allowable.

- Equipment rented from a subcontractor will be reimbursed at the actual cost to the Contractor.

Payment for Equipment use or Potential Use: The CT DEEP shall only pay the Contractor equipment charges for the actual use, or on stand-by for use, of equipment present at the site, as determined by the CT DEEP. CT DEEP will not compensate the Contractor for equipment that is mobilized and present at the site, but is not required for the project work activities. When an equipment item initially utilized for the project is no longer needed at the site, The CT DEEP will no longer pay for that piece of equipment.

D. Protective Equipment

Level A, B, and C hazardous site entries as a function of labor costs are inclusive of the PPE required and as required by OSHA. The protective ensembles actually used must be documented on the DWT. The ensemble includes, but is not limited to, all components used to protect the worker, including inner and outer gloves, boots, the use of self-contained breathing apparatus or cartridge-style respirators, taping, and similar ancillary equipment or materials. The Contractor, in consultation with the CT DEEP representative on scene, shall identify the level of protection that conditions require as work progresses. The following percentages will be allowed for labor only during the time the level of protective equipment is actually used, as documented in the DWT:

- A. Level A: 25% above standard hourly labor rates;
- B. Level B: 15% above standard hourly labor rates;
- C. Level C: 5% above standard hourly labor rates; and
- D. Level D: is included in the standard hourly labor rates.

E. Maximum Payments for Equipment and Assignment of Fair Market Value to that Equipment

Contractors' equipment listed in the Exhibit B-2 Price Schedule used at an incident and in subsequent clean-up work must also be listed in the Exhibit B-4 Equipment Fair Market Value (FMV) Schedule and the allowable charges related to the use of such equipment at a site are limited to one hundred percent (100%) of the fair market value of such equipment. The CT DEEP will not reimburse the Contractor for equipment use rates after 100% of the fair market value of the piece of equipment has been billed to the CT DEEP.

All equipment listed on the Exhibit B-2 Price Schedule must be listed on Exhibit B Price Schedule B-4 with the exception of personnel transportation vehicles. When the equipment's fair market value has been invoiced to the CT DEEP, the CT DEEP will only pay for operating costs for the equipment to include the cost for operational labor, maintenance and the cost of any fuel for the said equipment. Upon the CT DEEP's paying of 100% of the fair market value for the use of a particular piece of equipment the CT DEEP shall have the option of taking title and possession of that piece of equipment. In the event the CT DEEP disagrees with the fair market value assigned by the Contractor to a piece of equipment, the CT DEEP shall notify the Contractor in writing. Upon consulting with the Contractor, the CT DEEP shall assign a new fair market value to the equipment in question and shall inform the Contractor in writing of the new value assigned. In assigning a value to the equipment, the CT DEEP may take into account the equipment age, condition, prior usage, cost to the State for the equipment use to date or any other factor that the CT DEEP determines has or could have an effect on the equipment's fair market value.

If the Contractor disagrees with the fair market value assigned by the CT DEEP and if an agreement cannot be attained by both Contractor and the CT DEEP, the sole remedy available to such Contractor shall be to request, in writing, that the CT DEEP remove any such equipment from the Contractors' list of equipment in the applicable

Exhibit B Price Schedule.

The procedures for adding, removing or replacing a piece of equipment are set forth as follows. Should a new item be added by the Contractor to Exhibit B-5, the Contractor agrees that the fair market value for any such equipment shall be assigned by the CT DEEP and that the sole remedy available to a Contractor will be as is in the manner prescribed above.

If at any time during the term of the Contract, there is a change or adjustment (either an increase or a decrease) in the fair market value of any piece of equipment noted in Exhibit B Fair Market Value Schedule, then within thirty (30) days of any such increase or decrease the Contractor shall notify DAS Procurement Services and the CT DEEP Cost Recovery Program and request such change or adjustment. Any such notification shall be in writing identifying the specific equipment explaining the reason for the increase or decrease and shall include a request to apply a revised fair market value to the identified equipment. Any change or adjustment is subject to the approval of DAS and the CT DEEP.

F. Material Rates

Contractor's material rates are found in Exhibit B-3 Price Schedule. Costs of all materials used at a site are reimbursable provided that:

- 1) Only the type(s) of material costs for which a Contractor may seek payment and the only rates chargeable for such material are those set forth in Material Price Schedule Exhibit B-3.
- 2) The materials for which payment is sought and any costs related to the use of such materials are authorized by the CT DEEP and are in full compliance with all applicable requirements.
- 3) The documentation submitted by the Contractor seeking payment for such material costs fully complies with all applicable requirements.
- 4) The Contractor remains in full compliance with all applicable provisions of this Contract.

G. Subcontracting and Subcontracted Rates

Subcontractors and subcontracted item use is allowed provided that such items are listed on the applicable Exhibit B Price Schedules. However, subcontractors or subcontracted items cannot be used for any items required by the CT DEEP that are listed on Table 1, "Minimum Requirements for Each Tier Service Category". With the exception of those subcontracted items listed on the Exhibit B Price Schedules, an awarded Contractor shall not employ equipment or materials to be provided on a subcontracted basis, unless such use is needed to alleviate an emergency situation and is approved by the CT DEEP prior to its use, within the scope of the Contract and authorized in writing by the CT DEEP on a case-by-case basis. Should a Contractor require supplementing their equipment by renting or leasing like equipment, the CT DEEP will reimburse the Contractor the rates listed on the Exhibit B-2 Price Schedule or the Contractor's actual cost of renting or leasing the said equipment, whichever is less.

Laboratory Services and/or waste disposal Services used by the Contractor do not require being listed on an Exhibit B Price Schedule. The Contractor shall document these Services on the Exhibit A-3 DWT under the applicable "Section 4" for laboratory Services and "Section 5" for disposal Services. Costs for these Services shall be billed directly to the CT DEEP at the contract rates if the laboratory or the disposal facility or both are under separate contract with the State. Should the Contractor subcontract for the aforementioned Services, the Contractor shall

provide the subcontractors with the project case number and the name of the assigned CT DEEP representative and may not bill the CT DEEP at rates higher than similar Services already contracted for by the State under separate contracts.

Table 2 – Non-Chargeable Consumable Supplies

Abrasives	Face Shields	Latches	Rope
Antifreeze	Fasteners	Lead	Rubber boots
Badges	Faucets	Lenses	Safety Goggles
Bags (plastic trash, burlap)	Files	Levels	Sampling Containers, any
Bags, water	Filters	Lighters	Sandpaper
Barrels, trash	Filter mask	Line, chalk	Saws
Batteries, flashlight	Fire Extinguishers	Liquefied Petroleum Gas	Screens
Belting	Flashlights	Lugs	Screws
Blades (hacksaw, power saw)	Flints	Masks, dust	Shovels
Bolts	Flux, braising	Mandrels	Soap
Brads	Funnels	Measurers	Soapstone
Brooms	Fuses	Medical Supplies	Solder
Brushes, paint, scrub, wire	Gaskets	Menders, hose	Stakes
Buckets, disposable	Gloves, lantern	Mirrors	Steel cable
Bulbs, light	Gloves, wool liner	Mops	Steel wool
Cables	Gloves, cotton	Nails	Stencils
Cans	Glue	Needles, acetylene	Stove pipe
Chain	Glycerin	Nuts	Supplies, medical
Chalk	Goggles	Office supplies	Supplies, washroom
Chamois	Graphite	Oils, cutting	Tacks
Chisels	Grease	Oils, lube	Tags
Clamps, cable	Grinding wheels	Packing	Tapes, all types
Clips	Hacksaws	Pails	Taps, bolt
Coveralls	Handles	Paste	Thimbles, wire rope
Connectors	Hasps	Patterns	Tips, cutting & welding
Cotter pins	Helmets	Pencils	Towels
Crayons, industrial	Hoods, welder	Pipe compound	Twine
Creosote	Hinges	Pulleys	Tyvek Suits used to keep clean
Cups	Hooks	Punches	Washers
Dies	Hydrated lime	Putty	Washing powder
Dippers	Ice	Rags / Cloths	Waste, wiping
Disinfectants	Insecticides	Rain gear	Wedges

Drills	Keys	Rakes	Wire
Electrode holders	Lanterns	Remover, paint	Water Coolers
Extractors, screw	Lantern bulbs	Rollers	
Extension cords	Lashing (wire rope)	Roofing paper	

H. Provisions Regarding Labor, Equipment and Material Charges not Listed on Exhibit B Price Schedules.

In the event a hazardous incident occurs that poses a threat to human health and or the environment, the Contractor may be required to use unconventional, uncommon or other equipment not identified in the Exhibit B price schedules. As such the Contractor shall obtain written authorization from the CT DEEP prior to utilizing the said equipment, labor or material necessary. Pricing for use of said equipment, labor or material will be an agreed to rate by both the Contractor and the CT DEEP. In the event the rate cannot be agreed to, DAS shall review and negotiate the rate.

I. Provisions for Contracted Services Beyond the Emergency Phase

Continuation of Services may continue after an emergency response has been Performed and completed. Such Service continuation may include but not be limited to maintenance of installed recovery systems, boom and/or sorbent pad replacement and continued site monitoring. When the CT DEEP has determined that any conditions warrant continued Services, the CT DEEP may request a quote(s) and written proposal from any and all Contractors for providing continued Services and or response activities that the CT DEEP deems necessary.

Prices for any proposal submitted by a Contractor shall not exceed the Exhibit B Price Schedules for any and all labor, equipment and/or materials. Proposals shall include the following:

- 1) A description of the position(s) a Contractor would employ to provide the requested continued Services.
- 2) A description of each piece of equipment a Contractor would utilize to provide the requested continued Services.
- 3) Any special equipment required and or designed to include the specifications, design criteria and/or Performance standards for any such equipment.
- 4) A description of all the materials a Contractor would use to provide the requested continued Services.
- 5) A description of any other item or cost, not listed that a Contractor would use or charge to provide the continued Service activities, an explanation of why such items or costs are necessary and the rate or price a Contractor would charge, stated separately, for each item or cost.
- 6) An estimate of how long a Contractor will be able to provide the requested continued Services, including a starting date to include any timeframes when the continued Service activities cannot be provided and all foreseeable difficulties a Contractor may have in providing the requested continued Services.
- 7) Any and all other information a Contractor may deem necessary.
- 8) An estimate of the total costs of all labor, equipment, materials and other items or costs, to the extent that such an estimate can be made.

When considering any proposal submitted by a Contractor pursuant to the provision above, the CT DEEP may request that any and or all modifications be made, including but not limited to, changes in price. Such acceptance of any proposal requests will be at the sole discretion of the CT DEEP.

Any and all approval(s) of a Contractor's proposal to include any modifications or conditions deemed necessary by the CT DEEP shall be provided to the Contractor(s), in writing.

SECTION 4: Contract Implementation

A. CT DEEP Official oversight and authorizations, OSHA Compliance and Contract implementation

The CT DEEP may, in its sole discretion, assign a CT DEEP official to any incident at any geographic location at any time. The CT DEEP official shall have the authority to direct, coordinate and/or oversee all response activities, actions or activities that occur at a site. This includes, but is not limited to, the authority to stop work, direct, modify or schedule the Performance of any work at a site. Each Contractor providing any Service to the CT DEEP shall fully comply with and shall assist in carrying out any order or direction given by the CT DEEP official.

A Contractor Performing response activities shall coordinate through the CT DEEP official all activities at a site. The Contractor shall fully cooperate with all representatives of all disciplines involved, including but not limited to, municipal, State and Federal officials, other contractors, subcontractors, State personnel, public utility companies and others engaged in Performing response activities at a site and shall attend such meetings, discussions, hearings as may be requested from time to time by the State to effectuate this cooperation.

Contractors shall not engage in coordination activities with other agencies or other parties or participate in media relations unless directed to do so by the CT DEEP official.

B. Conflict of Interest

Before providing any response activities at a site, a Contractor shall determine if it is or may be potentially liable, under Connecticut General Statute §22a-451 or any other State or Federal law, for the pollution or contamination at the site. If the Contractor learns or becomes aware of their real or potential liability for any contamination at the site they shall inform the CT DEEP official before undertaking any response activities at the site.

C. Contractor's General Safety and Health Plan

Each Contractor shall maintain, at all times, a Safety and Health Plan ("the Plan"), which includes "site specific safety plans", applicable to all actions undertaken or all activities Performed at a site. Adherence to such plans must ensure that all such actions and activities taken at a site by a Contractor, its employees, agents and subcontractors are in full compliance with the Occupational Safety and Health Act ("OSHA") 29 U.S.C. §651 et. Seq., Connecticut General Statute §31-367 et. Seq., the Solid Waste Disposal Act, 42 U.S.C. §6901 et. Seq., Connecticut General Statute §22a-449I and their implementing regulations, as well as any permit(s) or order(s) issued by the CT DEEP to such Contractor and all other applicable State and Federal statutes and regulations. Such Plans shall be available at the Contractor's principal place of business and available for inspection during normal business hours or be provided to the CT DEEP upon request. All site-specific safety plans must be available on each work site at which a Contractor Performs Services covered by OSHA 29 CFR 1910.120. Each Contractor shall be responsible for ensuring that all actions undertaken or all activities Performed by such Contractor and its employees, agents and subcontractors, at a site, are in full compliance with their Plans.

Contractors that have developed Plans, programs or policies that exceed OSHA requirements shall not use their

internal plans, programs or policies to substitute or augment labor, materials or equipment at a higher rate than the Contract rate.

A CT DEEP official may act at his or her discretion, and fulfill the OSHA requirement(s) for the number of trained employees OSHA requires for a specific task. Such oversight and participation by the CT DEEP official may include but not be limited to the following:

- 1) During an emergency and in the event a Level B entry is required to determine the scope of a hazardous release; the CT DEEP official may engage in the entry task.
- 2) Respond and assist to incidents where a hazardous material has not been released.

In addition to the authority provided, if in their sole discretion, a CT DEEP official determines that any action, inaction or condition at a site is inconsistent with or in violation of any applicable OSHA or other requirement, poses or may pose a threat to public safety, human health or the environment, the CT DEEP official shall take any and all actions deemed necessary to prevent or abate such threat, including but not limited to, ordering or directing a Contractor to take or refrain from taking certain actions.

D. Restrictions to Certain Response Activities

When Performing any response action, a Contractor shall not apply any chemical to the waters of the State, which include but are not limited to surface waters, soils and groundwater, unless such application has been approved in advance by the CT DEEP. When allowed, the application of any such chemicals by a Contractor must be in strict conformance with the chemical manufacturers suggested dosage rates, instructions and circumstances for use.

E. Sampling, Sample Analysis and Use of Laboratories

The Contractor shall ensure that any and all environmental related media sampling and analysis Performed is in accordance with the following:

- 1) All samples taken must be done in accordance with the protocols and procedures established by the U.S. Environmental Protection Agency (EPA) for such sampling and analysis and if no protocol is established, in a manner authorized in advance by the CT DEEP;
- 2) The chain of custody for all such samples is maintained so that the results of such sampling will be admissible in a court of law;
- 3) All samples are analyzed at a laboratory which has a certification from the State Department of Public Health (DPH), validly issued and in effect at the time any samples are analyzed for all such analyses; and
- 4) The value of each parameter sampled is reported at the maximum level of precision and accuracy or at any other value authorized in advance by the CT DEEP.

A Contractor shall not utilize a laboratory whose charges for the analytical Services provided exceeds the maximum charges for like Services established with a laboratory under contract with the State without the prior written approval of the CT DEEP. Contractors are encouraged to view the CT DAS web-site for any and all related laboratory contracts in place. Any such Contracts if in effect can be found on <http://das.ct.gov>, as amended from time to time.

The CT DEEP may authorize a Contractor to use the Services of a laboratory that is not under contract with the State and whose charges exceed those of the laboratories under contract with the State if the situation warrants such an action. Written authorization from the CT DEEP regarding such laboratory Services shall be documented

on the DWT that accompanies each invoice submitted for such analytical Services.

DAS contracted laboratories may directly invoice the CT DEEP for sample analysis Performed on samples delivered to that laboratory by the Contractor. Invoices for sample analysis done by non-contract laboratories must be submitted by the Contractor, along with any chain of custody paperwork and the documentation of the sample results. The Contractor shall be responsible for all laboratory work and the subsequent records and invoices.

When delivering sample(s) to the laboratory, Contractors must inform the laboratory to send a copy of the results to the assigned CT DEEP official. If the laboratory so decides, the results may be faxed or e-mailed to the assigned CT DEEP official in lieu of sending a hard copy.

F. Primary Designated Contractor

The CT DEEP may designate one Contractor to coordinate specific projects or serve as a lead Contractor in the event Services require more than one Contractor providing Services at a site. The designated Contractor shall be the sole point of contact for all issues arising at the site, including but not limited to contractual, payment or project related issues and shall not receive any additional payment for being so designated.

G. Exhibit A-5 Release of Financial Obligation Letters

When the CT DEEP hires a Contractor under this Contract and Responsible Party (RP) assumes the financial liability, which will result in avoiding a cost recovery action being filed against the RP for all or part of the Services provided by the Contractor, the Contractor must notify the DEEP by submitting a "Release of Financial Obligation Letter" (Release Letter) by the earlier date of either the close of the next business day **after** the Responsible Party has assumed financial liability or ninety (90) days after the date of the final Daily Work Ticket. Such letter shall be addressed to the DEEP Director of the Emergency Response and Spill Prevention Division, with a copy being sent by electronic mail to **DEEP.SpillsDocs@ct.gov**. This letter is intended to document that the Responsible Party has assumed financial responsibility, not that the Contractor has received payment. The format for this letter can be found in Exhibit A-5 and is a part of this Contract.

In the event CT DEEP determines that a Responsible Party has assumed financial liability and the Contractor does not provide the CT DEEP a Release Letter in accordance with the above, the failure of the Contractor to provide the Release Letter will be considered a breach of the Contractor's obligations under this Contract. As a consequence, such Contractor shall be suspended from further service under this Contract until such time that the Release Letter is received. In addition, if the Responsible Party assumes financial liability, all invoices from the initial date of the release, including any subcontractors utilized for the incident, will be paid by the Responsible Party or Contractor.

H. Off-Site Waste Disposal Facilities

Contractors shall dispose of all waste generated during the mitigation and clean-up of any incidents requiring Services according to the applicable regulations. Disposal rates will be based on the identified waste stream(s) and will not be subject to any additional and or markup cost(s) of any kind to include but not be limited to extended time in which the Contractor has possession of the material, unnecessary travel time and or distance. Contractors must be licensed by the DEEP appropriate regulatory authorities to remove and transport those waste streams. Transportation and disposal of the waste stream material must be arranged to be received by the most cost-effective facility holding valid State and Federal permits for the type of material disposed of and such disposal facility must be approved in writing by the CT DEEP in advance of transportation.

If DAS-contracted treatment, storage, reuse, or disposal facilities exist that can receive waste generated during the mitigation and clean-up of any incidents, then such facilities shall be used. DAS contracted disposal facilities may directly invoice the CT DEEP for disposal of waste delivered to that disposal facility by a Contractor. Invoices for disposal facilities not under contract with DAS must be submitted by the Contractor, with all associated paperwork to the CT DEEP. In either case, the Contractor shall be responsible for all work, subsequent records and invoices. The disposal must be documented on the applicable DWT. This documentation should include the description of waste, the disposal facility, manifest number and an estimate of the quantity disposed of. CT DEEP may not be invoiced for storage of any and all waste stored or transported to a Contractor's property or a Temporary Treatment, Storage, and Disposal Facility (TSDF) while awaiting sample analysis results. CT DEEP will reimburse the Contractor up to a maximum of Three (3) hours for transportation and disposal rates for the transportation to the treatment, storage and disposal facility. Exception: if materials need to be disposed of at a non-DAS contracted facility such reimbursement requires CT DEEP written approval prior to transportation and disposal.

Prices to transport any waste generated from an emergency incident, mitigation and or clean-up to a disposal facility may not to be charged at overtime or premium rates and will be inclusive of the vehicle and its driver. Contractors shall only dispose of any and all waste at facilities that the CT DEEP authorizes in writing.

Disposal paperwork, including hazardous waste manifests, non-hazardous waste manifests, and any other shipping documentation required, must be completed, signed and a copy provided to the CT DEEP official assigned to the incident. The manifest document section requiring the name of the generator shall state the following:

"Pursuant to CGS § 22a-451, the Generator / Responsible Party is unknown, unable, or unwilling to accept responsibility".

I. Responsibility for Items at a Site

Contractor shall keep and hold the State harmless and that the State will not be liable for and assumes no liability for any temporary structures, supplies, materials, equipment, owned or leased, or anything else of value which a Contractor stores, keeps or maintains at a site. Each Contractor shall be solely responsible for securing and providing security for any such temporary structure(s), supplies, materials, equipment, owned or leased, or anything else of value that a Contractor stores, keeps or maintains at a site.

J. State of CT DEEP Inspection Provisions

Contractors may be subject to unannounced inspections by the CT DEEP staff, State auditors or any and all other designated staff for the purposes of verifying a Contractor's personnel qualifications, certifications and training required by Federal, State or local authorities to Perform the functions and duties required. CT DEEP may also Perform unannounced field audits of contractor business facilities to verify the availability of Contractor equipment and resources.

SECTION 5. Provisions for Record Maintenance

A. Daily and Accounting Records (Daily Work Ticket (DWT))

When providing labor, equipment or materials, each Contractor and subcontractor shall use and maintain an Exhibit A-3 DWT (s) for each day, on which labor, equipment and/or materials are provided. This DWT must indicate the following:

- 1) The site or incident information including the CT DEEP Emergency Response Unit (ERU) Case Number;
- 2) The equipment and/or materials used at a site, including the hours of Performance;
- 3) The personnel and/or subcontractors present at the site and the Services Performed by any such personnel and/or subcontractors, including the hours of Performance;
- 4) A description of the activities undertaken or tasks accomplished during each day, including subcontracted activities; the disposal Services used; and
- 5) Any and all other information deemed necessary by the CT DEEP.

Such records must be made available to the CT DEEP official on a daily basis and signed by both the CT DEEP official and the Contractor. In the event a questionable item(s) is documented on the DWT, the CT DEEP official shall notate the DWT as such and readdress the issue with the Contractor at a later time.

In the event the CT DEEP notifies a Contractor that any such records are deficient or contain anything that does not comply with the Contract, the Contractor shall correct the deficiencies and resubmit the records within the time specified by the CT DEEP or, if no time is specified, within thirty (30) days of the CT DEEP's notice of deficiency. Contractor shall ensure that each invoice submitted to the CT DEEP shall have attached to it, the original or a legible copy of the daily record(s) for each day of Performance.

Each Contractor shall maintain accounting and records to include but not be limited to time sheets, payments to subcontractors, invoices, receipts, bills, check stubs, checks, statements, contracts, letters, agreements, bills of lading, including information stored on electronic media or an electronic record (including, but not limited to information stored on a computer) or any other record pertaining to the labor, equipment, subcontractors, materials and any other cost for which a contractor seeks payment from the CT DEEP. Any and all records shall include sufficient detail to identify each item of labor, equipment, and or material invoiced for each CT DEEP ERU case number. The Contractor shall make any and all records available to the CT DEEP or Federal agency at all times.

Prior to destroying or disposing of any and all related Performance record(s), the Contractor shall request written authorization to do so from the CT DEEP Cost Recovery Office. . In the event the CT DEEP does not authorize the Contractor's request to dispose of and/or destroy the records, the Contractor may request that the CT DEEP acquire and take possession of such records.

B. Use of Manifests, Shipping Papers or Bills of Lading and Record-Keeping Regarding Waste

In the event the generator of chemical liquids, hazardous waste, oil or petroleum, waste oil, solid, liquid or gaseous products, asbestos or biomedical waste creating the need for response activities cannot be located or identified, the Contractor shall prepare the manifest(s) required by Regulations of Connecticut Agencies §22a-449(c)-102 or any other manifest, shipping paper or bill of lading prior to the transportation and disposal of any of the aforementioned waste as directed by the CT DEEP. When preparing a manifest, shipping paper or bill of lading, the Contractor shall use the following wording within the manifest generator box or similar location on a bill of lading or shipping paper: ***"Pursuant to CGS § 22a-451, the Generator / Responsible Party is unknown, unable, or unwilling to accept responsibility"***. The Contractor shall not designate the CT DEEP as the generator of any hazardous or any other waste or other materials resulting from response activities undertaken and no Contractor shall designate the CT DEEP as such on any manifest, shipping paper or bill of lading.

Pursuant to section §22a-449(c)-102 of Regulations of Connecticut State Agencies, a Contractor shall maintain all required records relating to the generation of hazardous waste including, but not limited to, waste analysis and manifests.

C. Payment Requests \ Invoices

The Contractor shall obtain the CT DEEP Emergency Response Unit (ERU) case number from the CT DEEP and include it on all submittals to the CT DEEP regarding that incident.

Contractor shall submit to the CT DEEP an original invoice and one legible copy thereof and all the required supporting documentation noted below. Contractors must submit a final invoice within ninety (90) days of the date of the last Daily Work Ticket to the CT DEEP address below.

Connecticut Department of Energy and Environmental Protection
Bureau of Central Services, Financial Management Division
Cost Recovery Program,
c/o Valerie Leachman-Brightwell
79 Elm Street
Hartford, CT 06106-5127

The following requirements apply regarding the submission of and/or payment of invoices:

- 1) All information shown on the sample invoice contained in Exhibit A-4 including all labor, material and equipment charges stated separately, the applicable units, unit price and amount sought for each charge, the date, invoice number, CT DEEP ERU case number, location of the work, a complete description of all work Performed and the date(s) such work was Performed.
- 2) A full and complete description of all costs for which payment is being requested, including, but not limited to, Services Performed, materials employed, equipment used, work accomplished and any other additional information not provided regarding the costs for which payment is sought. For each day worked, a Contractor must record the month, day and year, provide a full description of the Services rendered, material employed and equipment used billable items for each day must be listed under the following categories: labor rates, equipment rates and material costs. Each category, including the information concerning that category, must be stated and shown separately from the other categories as is shown in the sample invoice.
- 3) For each day that labor or equipment charges are being billed, the Contractor shall identify, in International (aka military) time, the beginning and ending hours for each person who provided labor and/or for each item of equipment used at a site. Charges for labor and equipment must be shown separately. The length of all travel time to and from the site, breakfast, lunch and/or dinner breaks must also be shown. If all labor or equipment is being billed for the same time period and number of hours, the beginning and ending work hours can be shown (recorded) once for the day, following the category (e.g. Labor-work hours 07-0 - 15-0 - 1-hour lunch).
- 4) The Contractor shall provide legible copies of all receipts for all labor, equipment and material for which payment is sought. Receipts must also contain an explanation identifying the labor, materials or equipment reflected in any such receipt. If a subcontractor was utilized, the daily work ticket must list who the

subcontractor is, what activities they provided and for how long. Subcontractor's receipts or invoices must include the same information that CT DEEP requires from the Contractor.

- 5) A Contractor shall not seek and the CT DEEP shall not authorize any advance payment for equipment, labor, materials or any other cost. A Contractor shall only seek payment for Services rendered, equipment, or materials that have been used, or costs that have been incurred.
- 6) The Contractor shall indicate on the invoice any and all payment requests for equipment for which the fair market value threshold has been reached.
- 7) Invoices shall clearly identify the DEEP ERU Case Number and relate only to a single, individual case. Each document submitted with an invoice shall identify the DEEP ERU Case Number applicable to the submitted document. In addition, Contractors should reference the location or address of the incident as well as the dates of the incident responded to.
- 8) When a Contractor provides response Services at a site, but submits an invoice covering only a portion of the time that response Services were provided, said Contractor shall include the heading "Partial Billing" at the end of any such invoice and shall, under such heading, for each item of labor, equipment and/or material covered by such invoice, state separately, the beginning and ending date of the period for which payment is being sought in such invoice.
- 9) When requesting payment for labor costs, Contractor shall indicate on the invoice the name and labor category of each employee Performing labor noted in such invoice.
- 10) Contractor invoices that include charges for laboratory analysis or other analytic Services must include receipts for all such charges and a copy of the analytic results and chain of custody documentation regarding all such analysis. No additional mark-up for such Services will be allowed.
- 11) Additional documentation for other items invoiced by the Contractor to include but not be limited to electronic media, photographs, slides; videotapes or similar visual documentation must include receipts for all such charges and a copy of and chain of custody documentation for all visual documentation noted in the invoice. These visual documents must be labeled with the CT DEEP ERU case number, date of Service, location of incident, the name of the photographer and the number of documents in order of precedence.
- 12) A Contractor shall notify the CT DEEP, in writing as soon as possible but in no event later than five (5) business days of becoming aware; that an invoice submitted to the CT DEEP contains any false, incorrect, incomplete or misleading information regarding the Contractor's Performance. This notification must include the CT DEEP ERU case number; the false, incorrect, incomplete or misleading information; and the correct and/or complete information, to include a brief explanation of why the false, incorrect, and incomplete or misleading information was provided to the CT DEEP.
- 13) The CT DEEP reserves the right to require that a Contractor and/or subcontractor provide any additional information or submit a written verified statement, in a form satisfactory to the CT DEEP, regarding any portion of any invoice submitted by a Contractor and/or subcontractor. Revised, corrected, or resubmitted invoices must be prominently marked "REVISED". Each invoice must identify the original CT DEEP ERU case number and original invoice number.
- 14) Contractor shall preserve all of its records and accounts concerning the Performance of this Contract

including, but not limited to, any records, sample results, daily records, invoices or other documents relative to requests for payment, alleged breaches or any other matter involving the Contractors request for payment for a period of not less than three (3) years from the date of the final payment under this Contract. In the event litigation, claim or audit commences prior to the expiration of the three (3) year period, the records must be retained by the Contractor until all litigation, claims or audit findings involving the records have been resolved. The CT DEEP will notify the Contractor, in writing, if it commences litigation or makes a claim against a third party.

- 15) Prior to destroying or disposing of any and all related Performance record(s), the Contractor shall request seeking written authorization to do so from the CT DEEP Cost Recovery Office. In the event the CT DEEP does not authorize the Contractors request to dispose of and/or destroy the records, the Contractor may request that the CT DEEP acquire and take possession of such records.

SECTION-6 - Forwarding Documentation and Electronic Document Submittal

- A.** All invoices, supporting invoice documentation and associated DWTs must be sent to:

Department of Energy and Environmental Protection
Bureau of Central Services, Financial Management Division
Cost Recovery Program, Valerie Leachman-Brightwell
79 Elm Street
Hartford, CT 06106-5127

- B.** Any reports of violation notices must be forwarded **electronically** to:

Director, Emergency Response & Spill Prevention Division
Department of Energy and Environmental Protection

DEEP.SpillsDocs@ct.gov

- C.** All case documents, site surveys, site reports, analytical results, photographs, DWTs, manifests, and other case related activities must be submitted **electronically** to:

Records Administrator, Emergency Response and Spill Prevention Division
Department of Energy and Environmental Protection

DEEP.SpillsDocs@ct.gov

(Contractors must submit the documents listed in the above sections B and C, in electronic format in either Adobe Acrobat or MS Office format for text documents and J-PEG for Photographs by e-mail, or as otherwise directed by CT DEEP. Contact CT DEEP for assistance with electronic submittals at DEEP.SpillsDocs@ct.gov)

SECTION - 7 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.

- B. Mandatory Extension to State Entities**

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

- C. Subcontractors**

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is

work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications.

D. Prevailing Wages

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

The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of Conn. Gen. Stat. Sec. 31-53(a), shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

E. Standard Wages

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

F. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security or property entrance policies and procedures or both 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.

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

(1) Facility Admittance

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

(2) Official Working Rules

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

- (A) All Contractors shall report to the Facility’s security front desk for sign-in, regardless of work location, immediately upon arrival at the Facility.
- (B) All Contractor personnel shall work under the observation of an assigned correctional officer or supervisor, who will provide escort for the duration of the work.
- (C) Contractor personnel shall not have any verbal or personal contact with any inmates.
- (D) Equipment must be checked daily and, when not in use, locked in a secure place as the Facility officials may direct.
- (E) Hacksaws, blades and files will remain in the custody of the officer assigned, except when being used.
- (F) The correctional officials may refuse admittance to any Contractor personnel for any cause or reason the correctional officials deem to be sufficient.
- (G) In the event of any emergency, all Contractor personnel will be escorted outside the Facility by correctional officials.
- (H) Contractors shall address all questions pertaining to interruptions of service or to safety of the Facility to the appropriate correctional official.
- (I) Work at the Facility must be Performed between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. The Contractor shall not Perform any work at any Facility on any Saturday, Sunday or Holiday, unless DOC determines, in its sole discretion, that there is an emergency.
- (J) The Contractor shall ensure that all equipment not in use, is secure to prevent use by inmates.
- (K) The Contractor shall supply to DOC a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the Facility.

(L) All Contractors shall sign out at the Facility's security front desk prior to departure following completion of Performance.

(3) Rules Concerning Department of Correction Facilities

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

(A) Restricted Areas

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

(B) Inmates

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

(C) Vehicle Control

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

(D) Contraband

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

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

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

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

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

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

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

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

(B) Possession of weapons or dangerous instruments in the Facility is governed by Conn. Gen. Stat. Sec.53a-174a, which provides as follows:

1. A person is guilty of possession of a weapon or dangerous instrument in a correctional institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapon dangerous instrument, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or dangerous instrument in a correctional institution is a class B felony. [Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.]

(C) Conveyance or use of electronic or wireless communication devices in the Facility is governed by Conn. Gen. Stat. Sec. 53a-174b, which provides as follows:

1. A person is guilty of conveyance or use of an electronic wireless communication device in a correctional institution when such person, without authorization by the Commissioner of Correction or the commissioner's designee, (1) conveys or possesses with intent to convey an electronic wireless communication device to any inmate of a correctional institution while such inmate is in such institution, or (2) uses an electronic wireless communication device to take a photographic or digital image in a correctional institution.
2. Conveyance or use of an electronic wireless communication device in a correctional institution is a Class A misdemeanor.

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

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

City, State, Zip

Title

Phone Number(s)

Fax No.

E-Mail Address

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



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 (f) (2) 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 or 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 the 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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

Contract # **19PSX0130**

Rev. 7/24/2019 Prev. Rev. 10/2/15

EXHIBIT D

STANDARD WAGE RATES

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

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

NOTE TO ALL STAFF: Delete all text in green font when typing up your exhibit. Add this Exhibit to the Contract Document Table of Contents.

CONNECTICUT DEPARTMENT OF ENERGY & ENVIRONMENTAL PROTECTION

Hazardous Emergency Spill Response, Recovery, Removal and Disposal Services

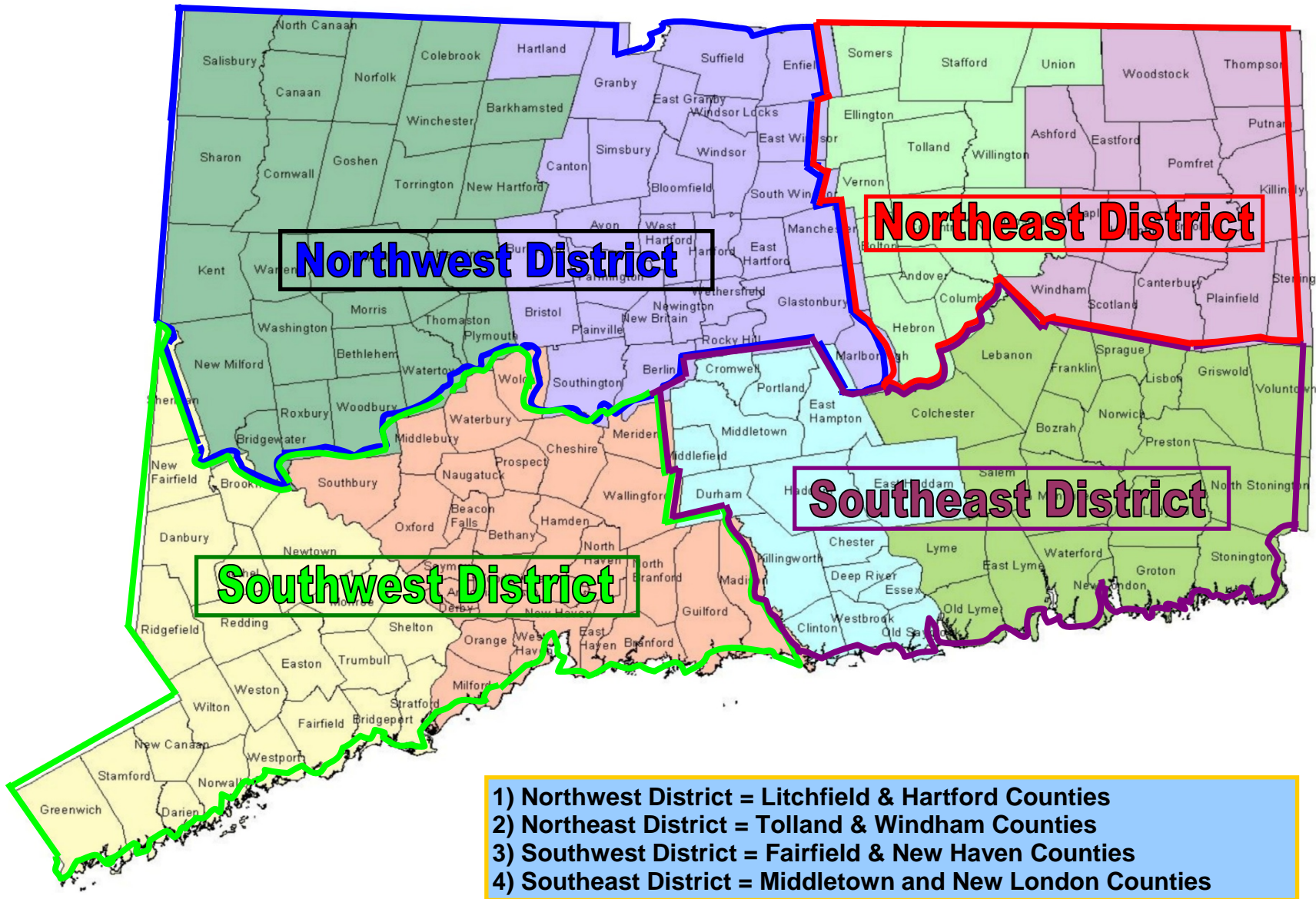
Attachment A-1, SERVICE CATEGORY / LOCATION

19PSX0130

Indicate the Service category and Service tier, that the Bidder is bidding on by placing a "X" under the applicable tier (s)column and next to the corresponding region that the Bidder can Perform Services.

SERVICE LOCATION(s)		SERVICE CATEGORY	
		TIER 1	TIER 2
Region 1: North West: includes Litchfield and Hartford Counties	➔		➔
Region 2: North East: includes Tolland and Windham Counties	➔		➔
Region 3: South West: includes Fairfield and New Haven Counties	➔		➔
Region 4: South East: includes Middlesex and new London Counties	➔		➔

Attachment A-2 - CT DEEP Regional Map



**Attachment A-4
 SAMPLE STANDARD DEEP INVOICE**

SAMPLE INVOICE					
COMPANY NAME COMPANY ADDRESS LINE 1 COMPANY ADDRESS LINE 2 COMPANY ADDRESS LINE 3				COMPANY FEIN# _____	
BILL TO:					
State of Connecticut, Department of Energy & Environmental Protection				INVOICE #	
Bureau of Central Services, Financial Management, Cost Recovery Program				Date of Invoice:	
79 Elm Street, 1st Floor				DEEP Case #:	
Hartford, CT 06106				DEEP Official:	
Attn: Valerie Leachman-Brightwell				Dates - From: To:	
Location of the Work / Spill: (Address or Nearest Intersection)				other company information you require.	
Town:		State & Zip:		State Contract # 19PSX0130	
Item	Date	Unit	# of Units	Price / Unit	Total Cost
<i>Exhibit B Material, Equipment, Labor</i> <i>Date used</i> <i>Indicate quantity, type and price of unit: includes material units, equipment in hours, days, weeks, months & labor hours, (Indicate Standard, Overtime or Premium - STD, OT PRM)</i>					
Travel Time: (Max 120 min per day)				Straight time only	
Invoice Total					
<input type="checkbox"/> Check this box when you attach the Daily Work Ticket (s) that correspond to this invoice.					

**Connecticut Department of Energy Environmental Protection
Hazardous Emergency Response, Recovery, Removal and Disposal Services
Contract #**

(Company Name Here)

(or Letterhead)

(Date)

Peter Zack, Director
Department of Energy & Environmental Protection
Bureau of Materials Management and Compliance Assurance
Emergency Response & Spill Prevention Division
79 Elm Street, 4th Floor
Hartford, CT 06106-5127
copy via electronic mail to DEEP.SpillsDocs@ct.gov

Subject: RELEASE OF FINANCIAL OBLIGATION LETTER

DEEP Case Number: YYYY-#####

Location of Incident:

(Town and street)

Date of Incident:

DEEP Official:

Dear Emergency Response and Spill Prevention Division Director:

Please be advised that a financial agreement has been reached between our company and the responsible party involved in the abovementioned case. Therefore, the State of Connecticut DEEP is hereby released from any financial obligation regarding payment for work Performed under Contract _____.

Sincerely,

(Company Representative Name & Title)

cc: Cost Recovery Program
 Department of Energy & Environmental Protection
 Bureau of Central Services, Financial Management Division
 79 Elm Street
 Hartford, CT 06106-5127

DEEP Official (Insert Name), (same address as for Peter Zack)