

CONTRACT SUPPLEMENT  
SP-37 Rev. 4/26/12  
Prev. Rev. 7/08

**Pamela Anderson**  
Contract Specialist  
**(860)713-5088**  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

CONTRACT AWARD NO.: <b>09PSX0333</b>
Contract Award Date: 1 March 2010
Bid Due Date: 2 February 2010
SUPPLEMENT DATE: <b>07 November 2013</b>

**CONTRACT AWARD SUPPLEMENT #4**  
**IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Materials Testing Services**

**FOR: Material Testing Services for the Department of Administrative Services and AUSA**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**  
**March 1, 2010 through February 28, 2014.**

**AGENCY REQUISITION NUMBER: 0000001726**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change	No Change	No Change	No Change

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

This contract has been extended through February 28, 2014. Please see over for Contactor information. NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

**APPROVED** \_\_\_\_\_

**PAMELA L. ANDERSON**  
Contract Specialist  
(Original Signature on Document in Procurement Files)

**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **CT Materials Testing Lab, inc.**

Company Address: **7 Lexington Ave., Norwalk, CT 06854**

Tel. No.: **203-838-6978**

Fax No.: **203-831-8132**

Contract Value: **No Change**

Contact Person: **Anthony Broncati**

Delivery: **As requested**

Contact Person Address: **Same as above**

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

Remittance Address: **Same as above**

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **Megan, LLC dba Fairfield testing Laboratory**

Company Address: **525 John St., Bridgeport, CT 06604**

Tel. No.: **203-336-4422**

Fax No.: **203-336-1769**

Contract Value: **No Change**

Contact Person: **James Quill**

Delivery: **As requested**

Contact Person Address: **Same as above**

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

Remittance Address: **Same as above**

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **Independent Materials Testing Laboratories, Inc.**

Company Address: **57 North Washington St., Plainville, CT 06062**

Tel. No.: **860-747-1000**

Fax No.: **860-747-6455**

Contract Value: **No Change**

Contact Person: **David P. Aiudi**

Delivery: **As requested**

Contact Person Address: **Same as above**

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

Remittance Address: **Same as above**

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **Materials Testing, Inc.**

Company Address: **55 Laura St., New Haven, CT 06512**

Tel. No.: **203- 468-5216**

Fax No.: **203-468-5471**

Contract Value: **No Change**

Contact Person: **William Soucy**

Delivery: **As requested**

Contact Person Address: **Same as above**

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

Remittance Address: **Same as above**

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

Terms: **Net 30 Days**

Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Special Testing laboratories, Inc.**Company Address: **21 Henry Street, Bethel, CT 06801**Tel. No.: **203-743-7281**Fax No.: **203-791-2451**Contract Value: **No Change**Contact Person: **Virginia Speciale**Delivery: **As Requested**Contact Person Address: **Same as Above**Company E-mail Address and/or Company Web Site [Virginias@specialtesting.net](mailto:Virginias@specialtesting.net) [www.specialtestinglabs.com](http://www.specialtestinglabs.com)Remittance Address: **Same as Above**Certification Type (SBE, MBE, WBE or None): **MBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Terracon Consultants, Inc.**Company Address: **201 Hammer Mill Road, Rocky Hill, CT 06067**Tel. No.: **860-721-1900**Fax No.: **860-721-1939**Contract Value: **No Change**Contact Person: **Ryan R. Roy**Delivery: **As Requested**Contact Person Address: **Same as Above**Company E-mail Address and/or Company Web Site [rroy@terracon.com](mailto:rroy@terracon.com) [www.terracon.com](http://www.terracon.com)Remittance Address: **Same as Above**Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Test-Con Inc.**Company Address: **16 east Franklin St., Danbury, CT 06810**Tel. No.: **203-748-3012**Fax No.: **203-778-0633**Contract Value: **No Change**Contact Person: **Chin Okwuka**Delivery: **As Requested**Contact Person Address: **Same as Above**Company E-mail Address and/or Company Web Site [chin@test-con.com](mailto:chin@test-con.com) [www.test-con.com](http://www.test-con.com)Remittance Address: **16 east Franklin St., P.O. Box 3116, Danbury, CT 06810**Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://das.ct.gov/mp1.aspx?page=8>)Company Name: **Tri State Materials Testing Lab, LLC**Company Address: **160 South Turnpike, Suite 3, Wallingford, CT 06492**Tel. No.: **(203) 949-7733**Fax No.: **(203) 949-7735**Contract Value: **No Change**Contact Person: **Habib Chaudhary**Delivery: **As requested**Contact Person Address: **Same as Above**Company E-mail Address and/or Company Web Site: [habibc@tristate-testing.com](mailto:habibc@tristate-testing.com) [www.tristate-testing.com](http://www.tristate-testing.com)Remittance Address: **Same as Above**Certification Type (SBE, MBE or None): **None**Agrees to Supply Political SubDivisions: **Yes**Terms: **Net 45 Days** Cash Discount: **%** **Days**

CONTRACT SUPPLEMENT  
SP-37 Rev. 4/26/12  
Prev. Rev. 7/08

**Pamela Anderson**  
Contract Specialist  
**(860)713-5088**  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

CONTRACT AWARD NO.: <b>09PSX0333</b>
Contract Award Date: 1 March 2010
Bid Due Date: 2 February 2010
SUPPLEMENT DATE: <b>9 July 2013</b>

**CONTRACT AWARD SUPPLEMENT #3**  
**IMPORTANT: THIS IS NOT A PURCHASE ORDER. Do NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.**

DESCRIPTION: **Materials Testing Services**

**FOR: Material Testing Services for the Department of Administrative Services and AUSA**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**  
**March 1, 2010 through November 30, 2013.**

**AGENCY REQUISITION NUMBER: 0000001726**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change	No Change	No Change	No Change

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

Please note that this contract award is for Material Testing Services for the Department of Administrative Services (previously The Department of Public Works), All Using State Agencies and Political Sub-Divisions. Please see over for Contactor information. NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

**APPROVED** \_\_\_\_\_

**PAMELA L. ANDERSON**

Contract Specialist

(Original Signature on Document in Procurement Files)

**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **CT Materials Testing Lab, inc.**Company Address: **7 Lexington Ave., Norwalk, CT 06854**Tel. No.: **203-838-6978**Fax No.: **203-831-8132**Contract Value: **No Change**Contact Person: **Anthony Broncati**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [tony@cmtlinc.com](mailto:tony@cmtlinc.com) [www.cmtlinc.com](http://www.cmtlinc.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Megan, LLC dba Fairfield testing Laboratory**Company Address: **525 John St., Bridgeport, CT 06604**Tel. No.: **203-336-4422**Fax No.: **203-336-1769**Contract Value: **No Change**Contact Person: **James Quill**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [jquill@aol.com](mailto:jquill@aol.com) [www.fairfieldtesting.com](http://www.fairfieldtesting.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Independent Materials Testing Laboratories, Inc.**Company Address: **57 North Washington St., Plainville, CT 06062**Tel. No.: **860-747-1000**Fax No.: **860-747-6455**Contract Value: **No Change**Contact Person: **David P. Aiudi**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [dauidi@imtlct.com](mailto:dauidi@imtlct.com) [www.imtlct.com](http://www.imtlct.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Materials Testing, Inc.**Company Address: **55 Laura St., New Haven, CT 06512**Tel. No.: **203- 468-5216**Fax No.: **203-468-5471**Contract Value: **No Change**Contact Person: **William Soucy**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [materialstest@cs.com](mailto:materialstest@cs.com) [www.materialstestinginc.com](http://www.materialstestinginc.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **SBE**Terms: **Net 30 Days**Agrees to Supply Political SubDivisions: **Yes**

**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **MT Operating of CT, LLC**

Company Address: **35 N. Plains Industrial Road, Unit A, Wallingford, CT 06492**

Tel. No.: **203-949-7733**

Fax No.: **203-949-7735**

Contract Value: **No Change**

Contact Person: **Rachel Mancini**

Delivery: **As Requested**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site [rachell@materials-testing.com](mailto:rachell@materials-testing.com) [www.materails-testing.com](http://www.materails-testing.com)

Remittance Address: **MT Group, 145 Sherwood Ave., Farmingdale, NJ 11735**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days** Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **Special Testing laboratories, Inc.**

Company Address: **21 Henry Street, Bethel, CT 06801**

Tel. No.: **203-743-7281**

Fax No.: **203-791-2451**

Contract Value: **No Change**

Contact Person: **Virginia Speciale**

Delivery: **As Requested**

Contact Person Address: **Same as Above**

Company E-mail Address and/or Company Web Site [Virginias@specialtesting.net](mailto:Virginias@specialtesting.net) [www.specialtestinglabs.com](http://www.specialtestinglabs.com)

Remittance Address: **Same as Above**

Certification Type (SBE, MBE, WBE or None): **MBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **Terracon Consultants, Inc.**

Company Address: **201 Hammer Mill Road, Rocky Hill, CT 06067**

Tel. No.: **860-721-1900**

Fax No.: **860-721-1939**

Contract Value: **No Change**

Contact Person: **Ryan R. Roy**

Delivery: **As Requested**

Contact Person Address: **Same as Above**

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

Remittance Address: **Same as Above**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days** Agrees to Supply Political SubDivisions: **Yes**

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**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.  
([http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp))

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Company Name: **Test-Con Inc.**

Company Address: **16 east Franklin St., Danbury, CT 06810**

Tel. No.: **203-748-3012**

Fax No.: **203-778-0633**

Contract Value: **No Change**

Contact Person: **Chin Okwuka**

Delivery: **As Requested**

Contact Person Address: **Same as Above**

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

Remittance Address: **16 east Franklin St., P.O. Box 3116, Danbury, CT 06810**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days** Agrees to Supply Political SubDivisions: **Yes**

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# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

**Pamela Anderson**  
Contract Specialist  
**(860)713-5088**  
Telephone Number

CONTRACT AWARD NO.:

09PSX0333

Contract Award Date:

1 March 2010

Bid Due Date:

2 February 2010

SUPPLEMENT DATE:

2 April 2013

## CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: **Materials Testing Services**

**FOR: All Using State Agencies and Political Sub Divisions**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**  
**March 1, 2010 through November 30, 2013.**

**AGENCY REQUISITION NUMBER: 0000001726**

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change	No Change	No Change	No Change

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

### CONTRACTOR INFORMATION:

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

Company Name: **Tri State Materials Testing Lab, LLC**

Company Address: **160 South Turnpike, Suite 3, Wallingford, CT 06492**

Tel. No.: **(203) 949-7733**

Fax No.: **(203) 949-7735**

Contract Value: **No Change**

Contact Person: **Habib Chaudhary**

Delivery: **As requested**

Contact Person Address: **Same as Above**

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

Remittance Address: **Same as Above**

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

Agrees to Supply Political SubDivisions: **Yes**

Terms: **Net 45 Days**

Cash Discount: **% Days**

**MT Operating of CT, LLC has changed their name to Tri State Materials Testing Lab, LLC. Please see above for all new information. NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED \_\_\_\_\_

**PAMELA L. ANDERSON**

Contract Specialist

(Original Signature on Document in Procurement Files)

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South  
HARTFORD, CT 06106-1659

**Pamela Anderson**  
Contract Specialist  
**(860)713-5088**  
Telephone Number

CONTRACT AWARD NO.:

09PSX0333

Contract Award Date:

1 March 2010

Bid Due Date:

2 February 2010

SUPPLEMENT DATE:

17 January 2013

## CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Materials Testing Services**

FOR: All Using State Agencies

TERM OF CONTRACT / DELIVERY DATE REQUIRED:  
March 1, 2010 through November 30, 2013.

AGENCY REQUISITION NUMBER: 0000001726

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
No Change	No Change	No Change	No Change

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

**This Contract has been extended through November 30, 2013. NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED \_\_\_\_\_

**PAMELA L. ANDERSON**

Contract Specialist

(Original Signature on Document in Procurement Files)



**CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **CT Materials Testing Lab, inc.**Company Address: **7 Lexington Ave., Norwalk, CT 06854**Tel. No.: **203-838-6978**Fax No.: **203-831-8132**Contract Value: **No Change**Contact Person: **Anthony Broncati**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [tony@cmtlinc.com](mailto:tony@cmtlinc.com) [www.cmtlinc.com](http://www.cmtlinc.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Megan, LLC dba Fairfield testing Laboratory**Company Address: **525 John St., Bridgeport, CT 06604**Tel. No.: **203-336-4422**Fax No.: **203-336-1769**Contract Value: **No Change**Contact Person: **James Quill**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [jquill@aol.com](mailto:jquill@aol.com) [www.fairfieldtesting.com](http://www.fairfieldtesting.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

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[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Terracon Consultants, Inc.**Company Address: **201 Hammer Mill Road, Rocky Hill, CT 06067**Tel. No.: **860-721-1900**Fax No.: **860-721-1939**Contract Value: **No Change**Contact Person: **Ryan R. Roy**Delivery: **As Requested**Contact Person Address: **Same as Above**Company E-mail Address and/or Company Web Site [rroy@terracon.com](mailto:rroy@terracon.com) [www.terracon.com](http://www.terracon.com)Remittance Address: **Same as Above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

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[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **Test-Con Inc.**Company Address: **16 east Franklin St., Danbury, CT 06810**Tel. No.: **203-748-3012**Fax No.: **203-778-0633**Contract Value: **No Change**Contact Person: **Chin Okwuka**Delivery: **As Requested**Contact Person Address: **Same as Above**Company E-mail Address and/or Company Web Site [chin@test-con.com](mailto:chin@test-con.com) [www.test-con.com](http://www.test-con.com)Remittance Address: **16 east Franklin St., P.O. Box 3116, Danbury, CT 06810**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes**

CONTRACT AWARD  
SP-38 Rev. 4/08  
Prev. Rev. 5/07

# STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5<sup>th</sup> Floor South

HARTFORD, CT 06106-1659

**Pamela Anderson**  
Contract Specialist

**(860)713-5088**  
Telephone Number

CONTRACT AWARD NO.:

09PSX0333

Contract Award Date:

March 1, 2010

Bid Due Date:

2 February 2010

## CONTRACT AWARD

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

DESCRIPTION: Materials Testing Services

**FOR: Department of Public Works and All Using State Agencies**

**TERM OF CONTRACT:**

March 1, 2010 through February 28, 2013.

**AGENCY REQUISITION NUMBER: 0000001726**

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$460,000.00 est.	\$40,000.00 est.		\$500,000.00 est.

**NOTICE TO CONTRACTORS:** This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made.

**INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.**

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

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

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

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

**Please see over for Contractor information.**

APPROVED \_\_\_\_\_

**PAMELA L. ANDERSON**

Contract Specialist

(Original Signature on Document in Procurement Files)

**CONTRACTOR INFORMATION:**

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[http://www.das.state.ct.us/Purchase/New\\_PurchHome/Busopp.asp](http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)Company Name: **CT Materials Testing Lab, inc.**Company Address: **7 Lexington Ave., Norwalk, CT 06854**Tel. No.: **203-838-6978**Fax No.: **203-831-8132**Contract Value: **\$40,000.00 est.**Contact Person: **Anthony Broncati**Delivery: **As requested**Contact Person Address: **Same as above**Company E-mail Address and/or Company Web Site [tony@cmtlinc.com](mailto:tony@cmtlinc.com) [www.cmtlinc.com](http://www.cmtlinc.com)Remittance Address: **Same as above**Certification Type (SBE, MBE, WBE or None): **None**Terms: **Net 45 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**

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**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**09PSX0333**

**Pamela Anderson**  
*Contract Specialist*  
**(860)713-5088**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 1 of 3**

**The following Terms and Conditions govern the Invitation To Bid issued by the Department of Administrative Services (DAS). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.**

**Bidders shall comply with the statutes and regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.**

**Submission of Bids**

1. Bids must be submitted on forms supplied by DAS and must be submitted no later than the date and time specified in the Invitation To Bid. Telephone or facsimile bids will not be accepted in response to an Invitation To Bid.
2. Bids received after the time and date of bid opening specified in each Invitation To Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.
3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by DAS after the time specified for opening of bids shall not be considered. An original and two copies total (one original and one copy) of the Price Schedule shall be returned to DAS. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and two copies total (one original and one copy) of the Price Schedule to be returned must be initialed by the person signing the bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.
4. Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.
5. Alternate bids will not be considered unless the Invitation To Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation To Bid.
6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation To Bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date specified in the Invitation To Bid and, upon award, are subject to public inspection.

9. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying Invitation To Bid, Form SP-26, and Contract #09PSX0333. Further, if the bidder is awarded a contract for the goods and/or services called for in the Invitation To Bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the Invitation To Bid, this Form SP-19 and Contract #09PSX0333 as if the bidder had actually executed Form SP-19 and Contract #09PSX0333 itself.

**Guaranty or Surety**

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

11. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which DAS shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

**Award**

13. Award of a contract will be made to the lowest responsible qualified bidder and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

14. DAS may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**09PSX0333**

**Pamela Anderson**  
*Contract Specialist*  
**(860)713-5088**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 2 of 3**

15. DAS may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have ten days after notice of award of the contract to reject the award; after ten days the contract will be binding on the Contractor. If the Contractor rejects the award within the ten day period, DAS will award the contract to the next lowest responsible qualified bidder.

**Other Requirements**

17. Section 4a-81 (the "Act") of the Connecticut General Statutes requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the

contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

18. Section 4-252 (the "Statute") of the Connecticut General Statutes requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **1 November 2009**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the

STANDARD BID  
TERMS AND CONDITIONS  
SP-19 Rev. 06/08  
Prev. Rev. 08/07

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT DIVISION**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**HARTFORD, CT 06106-1659**

BID NO.:  
**09PSX0333**

**Pamela Anderson**  
*Contract Specialist*  
**(860)713-5088**  
*Telephone Number*

**Standard Bid Terms and Conditions - Page 3 of 3**

award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

20. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

21. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.



# **CONTRACT**

**09PSX0333**

Between

**THE STATE OF CONNECTICUT**

Acting by its

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**AND**

Multiple Award

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Awarded Contractor

**FOR THE PURCHASE AND SALE OF  
MATERIALS TESTING SERVICES**

## *Contract Table of Contents*

1. Definitions
  2. Term of Contract; Contract Extension
  3. Description of Goods and Services
  4. Price Schedule, Payment Terms and Billing, and Price Adjustments
  5. Rejected Items; Abandonment
  6. Order and Delivery
  7. Contract Amendments
  8. Assignment
  9. Termination, Cancellation and Expiration
  10. Cost Modifications
  11. Breach
  12. Waiver
  13. Open Market Purchases
  14. Purchase Orders
  15. Indemnification
  16. Forum and Choice of Law
  17. Contractor Guaranties
  18. Implied Warranties
  19. Goods, Standards and Appurtenances
  20. Delivery
  21. Goods Inspection
  22. Setoff
  23. Force Majeure
  24. Advertising
  25. Americans With Disabilities Act
  26. Representations and Warranties
  27. Representations and Warranties Concerning Motor Vehicles
  28. Disclosure of Contractor Parties Litigation
  29. Entirety of Contract
  30. Exhibits
  31. Executive Orders
  32. Non-Discrimination
  33. Tangible Personal Property
  34. Whistleblowing
  35. Notice
  36. Insurance
  37. Headings
  38. Number and Gender
  39. Parties
  40. Contractor Changes
  41. Further Assurances
  42. Audit and Inspection of Records
  43. Background Checks
  44. Continued Performance
  45. Working and Labor Synergies
  46. Contractor Responsibility
  47. Severability
  48. Confidential Information
  49. Interpretation
  50. Cross-Default
  51. Disclosure of Records
  52. Summary of State Ethics Laws
  53. Sovereign Immunity
  54. Time of the Essence
  55. Reserved
  56. Campaign Contribution and Solicitation Ban
  57. Health Insurance Portability and Accountability Act
  58. Encryption of Data
- EXHIBIT A** - Description of Goods and Services  
**EXHIBIT B** - Price Schedule  
**EXHIBIT C** - SEEC Form 11

**Contract # 09PSX0333**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

This Contract (the “Contract”) is made as of the contract award 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,”) with a principal place of business as indicated on the bid 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 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Pamela Anderson, 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) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
  - (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: Department of Public Works, All Using State Agencies, and Political Subdivisions
  - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
  - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
  - (f) 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.
  - (g) 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.
  - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
  - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
  - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.

Contract # **09PSX0333**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

- (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
  - (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
  - (m) Bidder Parties: A Bidder'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 Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
  - (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) 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.
  - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
  - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
  - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
  - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from March 1, 2010 through February 28, 2013. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, 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. 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: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract. If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder 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, Cancellation Expiration 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, including extensions, 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 Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
  9. Termination, Cancellation and Expiration.
    - (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 Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

- (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, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation 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 such 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, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS 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 or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, 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) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel 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, Cancellation or Expiration 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, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the

parties under the Contract shall survive such Termination, Cancellation or Expiration 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 or Cancellation 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 Cancellation 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 Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

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

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, 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 Cancel 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 Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the



Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid 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 of the Contract.
- (b) 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.
- (c) 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.
- (d) 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 name the State as an additional insured on the policy and shall provide a Certificate of Insurance to

DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.

- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

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

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

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

deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
- (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 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 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. Setoff. In addition to all other remedies that DAS may have, 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.

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

24. 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.

25. 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 Cancel the Contract if the Contractor fails to comply with the Act.

26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, 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 Bid and 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 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 Cancelled;
  - (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 Bidder, Bidder Parties, 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

**Contract # 09PSX0333**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

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, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, 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 Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder 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 or Cancels 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;

**Contract # 09PSX0333**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

- (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.

27. 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(53) (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, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

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

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles 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.
28. 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.
29. 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.
30. 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.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17<sup>th</sup>, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, mental retardation, 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. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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;
- (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 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 advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
  - (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 section 46a-56.
- (b) 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 project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above 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 section 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.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(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 of 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 section 46a-56;

(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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 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.

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "contract" does not include a contract where each contractor is

(1) a political subdivision of the state, including, but not limited to, a municipality,

**Contract # 09PSX0333**

SP Contract Rev. 7/09 – Prev. Rev. 6/09

- (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120,
- (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267,
- (4) the federal government,
- (5) a foreign government, or
- (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

33. Tangible Personal Property. 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:

- (a) 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;
- (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (c) 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;
- (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
- (e) 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.

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

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 the Act.

34. **Whistleblowing.** This Agreement is subject to the provisions of §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 Agreement. 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.

35. **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  
165 Capitol Ave, 5<sup>th</sup> Floor South  
Hartford, CT 06106-1659  
Attention: Pamela Anderson

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

(a) Reserved

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

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

- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) **Umbrella Liability:** Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) **Claims Made:** Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

- 37. **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.
- 38. **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.
- 39. **Parties.** To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
- 40. **Contractor Changes.** The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
  - a. its certificate of incorporation or other organizational document;
  - b. more than a controlling interest in the ownership of the Contractor; or
  - c. the individual(s) in charge of the Performance.

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

- 41. **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.

42. Audit and Inspection of 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, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. 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.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. 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.
45. 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.
46. 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.
47. 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.

48. Confidential Information. The State will afford due regard to the Bidder's and 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 Bidder or 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 vendor 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 Bidder or 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 Bidder or 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.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, 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.
52. 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.
53. 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.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement 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 Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.
57. Health Care Portability and Accountability Act of 1996 (“HIPAA”).
  - (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
  - (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality,

which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and

- (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
  - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
  - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
  - (3) “Covered Entity” shall mean the Client Agency.
  - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
  - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
  - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
  - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.



- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.

- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
  - (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
  - (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.

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

1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

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

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions.

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

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

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

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
  - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

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

(3) Effect of Termination.

(A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(m) Miscellaneous Provisions.

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

(2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

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

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

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

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

regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

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

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the Client Agency which owns the data, DAS, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

**EXHIBIT A**

**DESCRIPTION OF GOODS AND SERVICES**

Services sought include, but are not limited to, providing site inspection and sampling; laboratory testing; analysis of aggregates, concrete, soils, structural steel, mortar/grout, brick, asphalt paving materials, spray-on fireproofing, and caisson inspection.

Services shall consist of taking site samples, measurements, conducting laboratory testing and furnishing various reports on materials testing results.

When responding to this Request for Proposals, bidders should be aware of the following:

- The laboratory shall furnish all technical personnel, labor, materials, machinery, tools, all necessary labels, sample containers, equipment, and services, including transportation services.
- All analyses and services shall be provided in a timely fashion as specified herein.
- Testing services bidder(s) must be certified by the National Voluntary Laboratory Accreditation Program (NAVLAP).
- Bidders submitting a response warrant that they have examined the specifications and are fully acquainted with all conditions and restrictions pertaining to the work and execution thereof.
- Bidders will be required to have at least three (3) years experience in performing the work contained herein.
- The State reserves the right to conduct a pre-award inspection of the laboratory(s) facilities and/or equipment.
- The Bidders laboratory(s) shall comply with all Federal, State, OSHA, laws, ordinances, building and fire codes.
- The Bidders laboratory(s) shall pay/be responsible for all permits, licenses, and/or charges of similar nature.
- The Bidders laboratory shall assign a competent service liaison to handle any problem or request.
- **Analytical Methods**

Contractor should utilize the analytical methods specified in the Proposal Schedule, Exhibit B. If an additional analytical method is required or the Contractor has an alternate analytical method not specified in the Proposal Schedule, Exhibit B, the Contractor shall contact The Department of Public Works for approval first.

All work will be subject to review by the State of Connecticut Department of Public Works, and therefore, analytical methods must be consistent with DPW guidelines and regulations. Should state or Federal requirements change during the course of the program, it will be the responsibility of the laboratory to maintain the new standards.

- **Sample Collection and Disposal**

Contractor will be expected to pick up samples as arranged with the requesting state entity. Contractor shall collect samples on site and provide transportation from the site to its facility. The hourly rate requested in the proposal shall be net pricing, and include all direct employee expenses, overhead and profit, and all travel expenses.

## Contract # 09PSX0333

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

- **Quality Assurance / Quality Control**

Failure to comply with either general safety practices or health and safety practices as described must be adhered to at all times. The safety requirements of the work as described apply without regard to time, place, or presence of a DPW representative.

Batch QA/QC will be required for each project site. The batch QA/QC will include laboratory duplicates.

- **Laboratory Turnaround / Reporting Deadlines**

Bidders must be able to provide analytical reports, including batch QA / QC within five (5) working days, from the date of receipt of the sample(s). Laboratory turnaround time does not mean verbal results; the five (5) day turnaround requires a complete analytical report, as defined in Item Number XIII (Deliverables) below. For each sampling event, liquidated damages may be incurred consisting of up to ten percent (10%) of the analytical fee for each calendar day that turnaround times are exceeded.

- **Access to Laboratory**

The State of Connecticut shall have access to the work wherever it is in preparation or progress and the successful bidder(s) shall provide proper facilities for such access and inspection.

- **Deliverables / Reports**

Bidders are required to submit with their responses, a sample analysis report, which shall include the following information at a minimum:

1. Project Number
2. Project Identification Number
3. Project Location
4. Sample Description
5. Sample Results
6. Date Sample Collected
7. Date Tested
8. Date Sample Analyzed
9. Analytical Summary of Testing Method

The report may be hard copy, or electronic, as arranged and agreed by the using agency. For purposes of the sample provided with responses, report must be hard copy.

- **Safety**

In accordance with generally accepted practices, the materials testing laboratory shall be responsible for all matters relating to the health and safety of its personnel and equipment in performance of the work. This includes recognition of the potential health and safety hazards associated with the work and includes compliance with the minimum requirements of the health and safety plan in force for the work. It is understood that protective measures specified in any health and safety plan are minimum requirements for the work requested.



## Contract # 09PSX0333

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

- **Miscellaneous**

Action should be taken by the state upon notification by the contractor of a potential issue or problem.

The contractor should be notified of conditions that would require additional service that may require additional costs based on the availability of the laboratory to mobilize in the period specified herein. Before any additional services can be initiated, a purchase order authorizing the initiation of the work will be issued. Before any additional work (or additional costs) begins it must be approved by The Department of Public Works.

When applicable, the state may provide access to sites or samples at the times and places agreed upon.

- **Hours of Availability**

Normal working hours - 7:00 am through 5:00 pm, Monday through Friday.

- **Hourly Rate**

The hourly rate requested in the proposal shall be net pricing, and include all direct employee expenses, overhead and profit, and all travel expenses.

- **Analytical Methods for Construction Materials Testing**

- A. American Society of Testing and Materials (ASTM)
- B. American Association of State Highway and Transportation Officials (AASHTO)
- C. American Concrete Institute (ACI)
- D. American National Standards Institute (ANSI)
- E. American Iron and Steel Institute (AISI)

- **Mandatory Extension to State Entities**

Contractors are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

**Contract Award Schedule  
Exhibit B #09PSX0333**

			CT Materials Testing Lab	Independent Materials Testing Labs, Inc.	Materials Testing, Inc.	Megan LLC dba Fairfield	MT Operating of CT, LLC	Special Testing Lab, Inc.	Terracon	Test-Con Inc.
		UOM								
<b>1</b>	<b>CONCRETE</b>									
	Cylinders Required per set: 3	Per set	\$36.00	\$48.00	\$43.50	\$37.50	\$42.00	\$47.00	\$40.00	\$42.00
	Cylinders Required per set: 3	Per set	\$48.00	\$64.00	\$58.00	\$50.00	\$56.00	\$53.00	\$50.00	\$50.00
<b>a.</b>	Set of cylinders cast by and delivered to testing laboratory by State Personnel	Per set	\$12.00	\$64.00	\$58.00	\$120.00	\$30.00	\$63.00	\$60.00	\$55.00
<b>b.</b>	Set of cylinders cast by and delivered to testing laboratory by State Personnel	Per set	\$35.00	\$164.00	\$58.00	\$120.00	\$95.00	\$95.00	\$65.00	\$56.00
<b>c.</b>	Inspection of controlled concrete placement with slump, air entrainment, temperature, truck timing,	Per hour	\$38.75	\$80.00	\$37.50	\$27.50	\$45.00	\$22.25	\$48.00	\$40.00
<b>d.</b>	Set of Cylinders cast by testing laboratory in conjunction with c. Inspection above.	Per set	\$50.00	\$64.00	\$58.00	\$50.00	\$42.00	\$53.00	\$50.00	\$56.00
<b>e.</b>	Set of Windsor Penetrometer	Per shot	\$17.50	\$40.00	\$11.00	\$65.00	\$25.00	\$48.00	\$15.00	\$14.00
<b>f.</b>	Windsor Penetrometer	Per hour	\$75.00	\$150.00	\$50.00	\$400.00	\$50.00	\$52.50	\$48.00	\$40.00
<b>2</b>	<b>SOILS &amp; AGGREGATES</b>									
<b>a.</b>	Graduation Analysis	Each	\$95.00	\$110.00	\$90.00	\$75.00	\$70.00	\$84.00	\$85.00	\$75.00
<b>b.</b>	Modified Proctor test for maximum density and optimum moisture content.	Each	\$125.00	\$120.00	\$105.00	\$85.00	\$105.00	\$100.00	\$105.00	\$90.00
<b>c.</b>	Determination of Density of soils in place (test to be performed by insepction of Controlled fill & compaction with field density test-site visit).	Each	\$2.00	\$10.00	\$3.00	\$1.00	\$15.00	\$2.00	\$5.00	\$2.00
		Hour	\$38.75	\$80.00	\$37.50	\$25.00	\$50.00	\$47.50	\$45.00	\$42.00
<b>3</b>	<b>CONTAMINATED SOIL ANAYLSIS</b>									
<b>a.</b>	TPH Soil Sample Test	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>b.</b>	8020, 8010 test	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>c.</b>	SPLP metal Test with extraction	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>d.</b>	Soil Analysis Sampling by Laboratory	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>4</b>	<b>STRUCTURAL STEEL Per ASTM or as indicated</b>									
<b>a.</b>	Shop inspection of fabrication	Per hour	\$75.00	\$120.00	\$50.00	\$60.00	\$85.00	\$50.00	\$75.00	\$48.00
<b>b.</b>	Inspection of structural steel-plumb and level, bolts	Per hour	\$65.00	\$120.00	\$50.00	\$50.00	\$85.00	\$50.00	\$75.00	\$48.00
<b>c.</b>	ASNT TC-1 Ultrasonic Testing	Per hour	\$85.00	\$150.00	\$52.50	\$70.00	\$85.00	\$55.25	\$80.00	\$50.00
<b>d.</b>	E709 Magnetic Particle Testing	Per hour	\$75.00	\$150.00	\$52.50	\$70.00	\$85.00	\$55.25	\$80.00	\$49.00
<b>e.</b>	ASNT TC-1 A Dye Testing Penetrant Testing	Per hour	\$65.00	\$150.00	\$52.50	\$70.00	\$85.00	\$55.25	\$80.00	\$48.00
<b>f.</b>	Radiographic Testing	Each	\$1,900.00	No Bid	No bid	\$2,000.00	No Bid	\$550.00	\$450.00	No Bid

**Contract Award Schedule  
Exhibit B #09PSX0333**

			<b>CT Materials Testing Lab</b>	<b>Independent Materials Testing Labs, Inc.</b>	<b>Materials Testing, Inc.</b>	<b>Megan LLC dba Fairfield</b>	<b>MT Operating of CT, LLC</b>	<b>Special Testing Lab, Inc.</b>	<b>Terracon</b>	<b>Test-Con Inc.</b>
<b>5</b>	<b>MORTAR/GROUT Per AS 1 M Standards</b>									
	Form mortar/grout cubes for compressive strength.	Per hour	\$37.00	\$80.00	\$42.00	\$25.00	\$50.00	\$25.00	\$40.00	\$40.00
	Laboratory pick-up of mortar/grout cubes, test and report results.	Each	\$35.00	\$164.00	\$15.00	\$50.00	\$14.00	\$16.00	\$20.00	\$14.00
<b>6</b>	<b>FIVE BRICK SAMPLE Per AS TM Standards</b>									
<b>a.</b>	E447 Brick Compression Test	Each (Includes all 3 Tests)	\$60.00	\$180.00	\$150.00	\$75.00	\$45.00	\$235.00	\$35.00	\$95.00
<b>b.</b>	Field Inspection	Each (Includes all 3 Tests)	\$37.50	\$250.00	\$37.50	\$200.00	\$295.00	\$195.00	\$25.00	\$160.00
<b>c.</b>	E514 Absorption Test	Each (Includes all 3 Tests)	\$120	\$180.00	No Bid	\$600.00	\$25.00	\$473.00	\$35.00	\$90.00
<b>7</b>	<b>ASPHALT PAVING PER ASTM STANDARDS</b>									
<b>a.</b>	Plant Inspection	Per hour	\$60.00	\$150.00	\$40.00	\$42.00	\$55.00	\$55.25	\$65.00	\$42.00
<b>b.</b>	Field Inspection	Per hour	\$40.00	\$80.00	\$40.00	\$38.00	\$55.00	\$26.25	\$45.00	\$40.00
<b>c.</b>	Aggregate Gradation	Each	\$150.00	\$225.00	\$100.00	\$50.00	\$95.00	\$131.00	\$85.00	\$115.00
<b>8</b>	<b>SPRAY ON FIREPROOFING PER ASTM STANDARDS</b>									
<b>a.</b>	Technician – Inspection of spray-on fireproofing.	Per hour	\$37.50	\$100.00	\$37.50	\$40.00	\$55.00	\$24.50	\$48.00	\$38.00
<b>b.</b>	736 Adhesion / Cohesion Test	Per hour	\$30.00	\$45.00	\$35.00	\$35.00	\$22.00	\$47.00	\$40.00	\$30.00
<b>c.</b>	E605 Fireproofing Density Determination	Each	\$40.00	\$45.00	\$26.00	\$40.00	\$22.00	\$58.00	\$35.00	\$30.00
<b>9</b>	<b>CAISSON INSPECTION</b>									
<b>a.</b>	Bottom Elevation, Bearing Capacities, Compression	Per hour	\$45.00	\$150.00	\$50.00	\$100.00	\$55.00	\$57.75	\$75.00	\$58.00
<b>b.</b>	Steel Pipe Inspection, Test Pipe Casings and Welds – Site	Per hour	\$65.00	\$150.00	\$52.50	\$60.00	\$65.00	\$59.00	\$80.00	\$45.00
<b>10</b>	<b>ASBESTOS</b>									
<b>a.</b>	PCM - Test	Each	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>b.</b>	PLM - Test	Each	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>c.</b>	TEM - Test	Each	No Award	No Award	No Award	No Award	No Award	No Award	No Award	No Award
<b>11</b>	<b>SPECIAL INSPECTION SERVICES</b>									
	Field Technician for Special Inspection.	Per hour	\$85.00	\$100.00	\$70.00	\$70.00	\$65.00	\$68.25	\$80.00	\$55.00
	Professional Engineer for Special Inspections	Per hour	\$100.00	\$150.00	\$105.00	\$125.00	\$95.00	\$68.25	\$130.00	\$85.00