

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Paul Greco
Contract Specialist
(860) 713-5189

CONTRACT AWARD NO.:

08PSX0028

Contract Award Date:

2 June 2008

Proposal Due Date:

17 March 2008

SUPPLEMENT DATE:

26 August 2011

CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: **Disaster Debris Monitoring Services**

FOR: For the State of Connecticut, The CT Department of Administrative Services, the CT Department of Emergency Management and Homeland Security, the CT Department of Environmental Protection, and the CT Department of Transportation

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of award through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

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

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: **Beck Disaster Recovery, Inc.**

Company Address: **2301 Lucian Way, Suite 120, Maitland, FL 32751**

Tel. No.: **407-803-5710** Cell: **407-342-2282** Fax No.: **407-803-5701**

Contact Person: **Jonathan Burgiel**

Company E-mail Address and/or Company Web Site **jburgiel@beckdr.com**

Certification Type (SBE, MBE, WBE or None): **None** Terms: **Net 45 Days**

Contract Value: **Est. \$10,000,000.00**

Delivery: **As required**

NOTE:

This contract has been extended for use to Connecticut Municipalities in the event of their need for disaster debris management services. Should a municipality take the opportunity to utilize this contract, all references to the State shall be replaced by the named Municipality utilizing the contract. Municipalities shall be responsible for obtaining bonds and insurance certificates consistent with their local requirements and for payments to Contractor associated with their use of the Contract. All other terms and conditions remain unchanged.

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

APPROVED _____

AIMEE CUNNINGHAM

Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Paul Greco

Buyer Name

(860)713-5189

Buyer Phone Number

CONTRACT AWARD NO.:

08PSX0028

Contract Award Date:

2 June 2008

Proposal Due Date:

17 March 2008

SUPPLEMENT DATE:

December 2, 2010

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: **Disaster Debris Monitoring Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
Extended through June 30, 2014

AGENCY REQUISITION NUMBER: DAS

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

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.

Company Name: **Beck Disaster Recovery, Inc.**

Company Address: **2301 Lucien Way Suite 120 Maitland, FL 32751**

Tel. No.: **407-803-5710** Cell: **407-342-2282** Fax No.: **407-803-5701**

Contact Person: **Jonathon Burgiel**

Company E-mail Address and/or Company Web Site **jburgiel@beckdr.com**

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

Terms: **Net 45 Days**

Contract Value: **Est. 10,000,000.00**

Delivery: **As required**

Agrees to Supply Political Sub-Divisions: **N/A**

- See Contractors revised business address and contact information above.
- This contract is extended through June 30, 2014 See Contract Amendment following this Contract Supplement Number Two (2).

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

APPROVED _____

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

1st AMENDMENT AGREEMENT
TO
CONTRACT 08PSX0028 BETWEEN
THE STATE OF CONNECTICUT
AND
BECK DISASTER RECOVERY, INC.
FOR
DISASTER DEBRIS MONITORING SERVICES

This 1st Amendment Agreement (the “Amendment”) is made as of the day of November 17, 2010 by and between Beck Disaster Recovery, Inc. (the “Contractor”), with a principal place of business at 2301 Lucien Way, Suite 120, Maitland, FL 32751, acting by Jonathan Burgiel, its President, duly authorized, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Paul S. Greco, its Contract Specialist, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated June 10, 2008 for Disaster Debris Monitoring Services (the “Agreement”); and

WHEREAS the State and the Contractor desire to amend the Agreement.

Now therefore, in consideration of these premises and mutual covenants and agreements, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Contractor and the State agree as follows:

1. Pursuant to Section #2 of the Contract, the parties hereby mutually agree to extend the term of the contract until June 1, 2014.
2. Delete the phrase “Five Assigned Debris Control Zones” throughout the Exhibit A and replace it with “County(ies)”.
3. The number 2006 in Exhibit A, section titled “Connecticut’s Approach to Debris Management” is replaced with the number 2009. Therefore the State Natural disaster Plan, 2006 is replaced with the State Natural Disaster Plan 2009.
4. The following sentence is added to the end of the 2nd paragraph found on page two of Exhibit A: “In the event the State’s municipalities cannot effectively manage debris removal from their own geographical boundaries, the State may provide assistance to the local government through this contract”.
5. The first paragraph in the Section 12 titled “Mobilization and Demobilization” found on page 9 of Exhibit A is deleted in its entirety and is replaced with the following paragraph: “When a major disaster occurs or is imminent, the State will contact (verbal and written Notice to Proceed) BDR, the Disaster Debris Monitoring Contractor, to advise them of the State’s intent to activate the contract. BDR Pre-Execution Planning Team will report to the State EOC designated person within 12 hours of the Task Order being issued. BDR will assist in debris generation projections. BDR must post required instruments within 24 hours of receipt of Notice to Proceed. The State, upon contracting with the Contractor, will issue subsequent Task Orders (i.e., Mobilization) and the Contractor will mobilize and deploy essential and necessary staff. When additional debris monitoring is needed to meet FEMA monitoring requirements, the Contractor shall be prepared to increase the number of monitors for the State to use as needed”.
6. Delete the Exhibit A1 title “Assigned Debris Control Zones” found on page 15 of Exhibit A and replace it with Revised Exhibit A1 “Connecticut Counties”.

Contract # 08PSX0028

Contract Amendment New 12/08

All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

The remainder of this page is intentionally left blank.

Contract # 08PSX0028

Contract Amendment New 12/08

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

Jonathan Burgiel
Beck Disaster Recovery, Inc.

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Jonathan Burgiel

Martin W. Anderson PhD

Title: President

Title: CT DAS Commissioner

Date: _____

Date: _____

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

Paul Greco

Buyer Name

(860)713-5189

Buyer Phone Number

CONTRACT AWARD NO.:

08PSX0028

Contract Award Date:

2 June 2008

Proposal Due Date:

17 March 2008

SUPPLEMENT DATE:

May 6, 2009

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: **Disaster Debris Monitoring Services**

FOR: The State of Connecticut, The CT Department of Administrative Services, The CT Dept. of Emergency Management & Homeland Security, The CT Dept. of Environmental Protection, and The CT Department of Transportation.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of award through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

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

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

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

This contract supplement provides the following clarification(s) and identifies the following;

- 1) **Contract use by the CT Department of Transportation.**
- 2) **The State will provide "Notice to Proceed" in Writing when activating the contract.**
- 3) **Pricing for Exhibit B Item, "Electronic Ticketing Device" will be billed at a \$2.50 per hour rate per device, per hour of each Fixed Site Debris / Tower Monitor or Field Debris Monitor employee, if utilization of the device is authorized in writing by the State.**
- 4)

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

APPROVED _____

PAUL GRECO

Contract Specialist

(Original Signature on Document in Procurement Files)

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

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Paul Greco
Contract Specialist

(860) 713-5189
Telephone Number

CONTRACT AWARD NO.:

08PSX0028

Contract Award Date:

10 June 2008

RFP Due Date:

April 1, 2008

CONTRACT AWARD

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

DESCRIPTION: **Disaster Debris Monitoring Services**

FOR: CT Dept. of Emergency Management and Homeland Security
and the CT Dept. of Environmental Protection.

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

Date of award through June 30, 2011

AGENCY REQUISITION NUMBER: DAS

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
		Est. \$ 10,000,000.00	Est. \$ 10,000,000.00

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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/busopp.asp>)

Company Name: **Beck Disaster Recovery, Inc.**

Company Address: **800 N. Magnolia Ave. Ste. 400 Orlando Florida 32803**

Tel. No.: **407-803-5710** Cell: **407-342-2282** Fax No.: **407-803-5701**

Contact Person: **Jonathon Burgiel**

Contact Person Address: **Same**

Contract Value: **Est. 10,000,000.00**

Delivery: **As required**

Company E-mail Address and/or Company Web Site **jburgiel@beckdr.com**

Remittance Address: **Same**

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

Terms: **Net 45 Days**

Agrees to Supply Political Sub-Divisions: **N/A**

APPROVED

Martin W. Anderson, Ph.D.

CT DAS Deputy Commissioner

APPROVED

PAUL GRECO

Contract Specialist

(Original Signatures on Document in Procurement Files)

June 10, 2008

CONTRACT
08PSX0028

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Beck Disaster Recovery, Inc.

FOR DISASTER DEBRIS MONITORING SERVICES

June 10, 2008

This Contract (the “Contract”) is made as of the 10th day of June, in the year 2008, by and between, Beck Disaster Recovery, Inc. (the “Contractor,”) with a principal place of business at 800 N. Magnolia Ave., Ste. 400 Orlando, FL 32803, acting by Jonathon Burgiel, its Chief Executive Officer 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 Paul Greco, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) 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 Administrative Services
 - (d) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (e) Contractor: A person or entity who submits a Proposal 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 Request for Proposals and set forth in Exhibit A.

- (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.
 - (l) Proposal: A Proposer's submittal in response to a Request for Proposals.
 - (m) Proposer Parties: A Proposer'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 Proposer is in privity of oral or written contract and the Proposer 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) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (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 June 10, 2008 through June 30, 2011. The State may extend this Contract in its sole discretion, 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.
 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.
- (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.

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 Agency 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 Agency or 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 Agency’s part, in the Agency and the State of Connecticut to use or dispose of the Rejected Goods and Contractor Property, in the Agency’s sole discretion, as if the Rejected Goods and Contractor Property were the Agency’s or 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 Agency or State incur 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 Agency 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 Agency and all State of Connecticut 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 Agency and 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 Agency, such information as the Agency may require to evidence, in the Agency’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. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both 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.
 - (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 Proposer 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) In the case of any Termination or Cancellation, the Client Agency shall, within forty-five (45) days of the effective date of Termination or Cancellation, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination or Cancellation in completing those portions of the Performance which the Contractor was required to complete by the notice. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS, the Contractor shall assign to the Client Agency, or any replacement contractor which DAS designates, all subcontracts, purchase orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance as 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. Reserved

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 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 Agency requirements, particularly the 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 Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the 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 Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or

uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance 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 copy of the policy to DAS and the Client Agency, 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 policy 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 do not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such 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 Proposal.
 - (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 Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer 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 Proposal 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 a 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 Proposer, Proposer 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 under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (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) 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;

- (t) 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;
- (u) 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;
- (v) 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;
- (w) 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;
- (x) 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;
- (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (z) 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;
- (aa) 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
- (bb) 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(51) (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 Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer 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, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
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 17th, 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 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 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, 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 section A 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.

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, 5th Floor South
Hartford, CT 06106-1659
Attention: Paul Greco

If to the Contractor:

Beck Disaster Recovery, Inc.
800 N. Magnolia Ave. Ste. 400
Orlando, FL. 32803
Attn. Mr. Jonathan Burgiel

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:

- (a) **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.
- (b) **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.
- (c) **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.

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 Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to “Contractor” or “Proposer” shall also be deemed to include “Contractor Parties” or “Proposer Parties,” respectively, as if such reference had originally specifically included “Contractor Parties” or “Proposer Parties,” since it is the parties’ intent for the terms “Contractor Parties” and “Proposer Parties” to be vested with the same respective rights and obligations as the terms “Contractor” and “Proposer.”
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 Client Agency and 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 Client Agency’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 Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer 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

Proposer 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 Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer 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 Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
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 Insurance Portability and Accountability Act.
- (a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:
- (1) "Business Associate" shall mean the Contractor.
 - (2) "Covered Entity" shall mean DAS, the Client Agency or both, as applicable.
 - (3) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (4) "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).
 - (5) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) "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.

- (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (10) “This Section of the Contract” refers to the HIPAA Section of this Contract, in its entirety.
 - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (c) The Contractor and the Client Agency shall 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 laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
 - (d) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
 - (e) The Contractor, 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.
 - (f) The Contractor is a “business associate” of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.
 - (g) **Obligations and Activities of Business Associates**
 - (1) Business Associate shall not use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
 - (2) Business Associate shall use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
 - (3) Business Associate shall use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
 - (4) Business Associate shall 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 shall 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 shall 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, shall agree 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 shall provide access, at the request of the Covered Entity, and in the time and manner agreed to by them, 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 shall 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 them.
 - (9) Business Associate shall 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 them or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
 - (10) Business Associate shall 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.
 - (11) Business Associate shall provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with subsection 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.
 - (12) Business Associate shall comply with any State law that is More Stringent than the Privacy Rule.
- (h) Permitted Uses and Disclosure by Business Associate
- (1) General Use and Disclosure. 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.
 - (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 as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) **Obligations Of Covered Entity**

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(j) 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.

(k) **Term and Termination**

(1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when 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) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.

(A) **Effect of Termination, Cancellation and Expiration**

Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. 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.

(1) Miscellaneous Provisions

- (1) 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) The Parties shall 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 HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) 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.
- (5) 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 related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. 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.

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

Beck Disaster Recovery, Inc.

STATE OF CONNECTICUT
Department Of Administrative Services

By: _____

By: _____

Jonathon Burgiel

Print or Type Name

Martin W. Anderson Ph.D.

Print or Type Name

Title: Chief Executive Officer

Title: CT DAS Deputy Commissioner

Date: _____

Date: _____

EXHIBIT C
SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the

executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

**CT DAS CONTRACT AWARD 08PSX0028,
DISASTER DEBRIS MANAGEMENT MONITORING OPERATIONS**

EXHIBIT A -DESCRIPTION OF SERVICES

BACKGROUND

A. Introduction

In the event the State of Connecticut (the State) is affected by a natural disaster such as a hurricane or destructive storm, the awarded contractor shall provide close monitoring of debris management contract operations to ensure that those operations are eligible for FEMA Public Assistance (PA) Grant funding.

B. Overview of Requirement

Connecticut's Approach to Debris Management: The State has prepared two primary documents that cover natural disasters and related response and operations: (1) the State Natural Disaster Plan, 2006 and (2) the State Disaster Debris Management Plan, 2007 which is an annex to the State Natural Disaster Plan. Strategies for the cleanup of debris are presented in both of these Plans. To access these plans click on: www.ct.gov/demhs and www.ct.gov/dep

The State has been divided into five Assigned Debris Control Zones that are aligned with the five Emergency Management Regions of the Connecticut Department of Emergency Management and Homeland Security (DEMHS). The zones are identified within Exhibit A1. The process by which debris is to be managed is outlined below:

1. Disaster Debris will be picked up from curbside (pickup site location-street address or nearest intersection) and be transported to a Temporary Debris Storage and Reduction Site (TDSRS) or to a final disposal facility or recycling facility, both in-state and/or out-of-state.
2. Disaster Debris will be processed and sorted at the TDSRS; the processed or segregated debris will then be transported to a final disposal facility or recycling facility, both in-state or out-of state.

Currently, most of the construction and demolition debris (C&D Debris) and oversized municipal solid waste that is generated in Connecticut, is disposed of out-of-state due to limited in-state disposal capacity. It is anticipated that much of the debris that will be generated by a disaster would be transported out-of-state for final disposal or to a recycling facility. Connecticut's approach to debris management is as follows:

- Divert as much material from disposal as possible through recycling, composting and other legitimate diversion options;
- Utilize volume reduction techniques to improve debris management efficiencies and minimize impacts on landfill capacities;
- Use Connecticut's in-state disposal capacity for disposal of disaster debris as efficiently as possible, recognizing that there is presently an in-state disposal capacity shortfall for municipal solid waste (MSW) and that most C&D waste is transferred out-of-state for disposal. Also, allow for temporary tonnage increases at permitted in-state solid waste facilities on an emergency basis;
- Rely on permitted Transfer Stations to transfer waste that cannot be diverted from disposal (recycling, composting, other) to waste handling facilities out-of-state for disposal;
- Rely on permitted Volume Reduction Facilities to reduce and transfer waste that cannot be diverted from disposal to waste handling facilities out-of-state for disposal;

- Consider alternative technologies for managing portions of the debris waste stream, in-state or out-of-state (i.e., biomass facilities); and
- Use approved Temporary Debris Storage and Reduction Sites (TDSRS) for processing debris for recycling and disposal.

Monitoring services outlined in this contract will be activated by the Governor, and as a result of an emergency declaration. As such, no compensation will accrue to the Contractor unless and until the Contract(s) has been activated by the State, either in anticipation of a natural disaster, during or immediately after such disaster. However additional ancillary and preparatory services listed in this Exhibit A and at the authorization of the State may be requested and performed.

As required by this Contract, the Contractor shall provide monitoring the debris removal operations providing comprehensive observation and/or documentation of debris removal work performed, beginning from the point of debris collection to final disposal sites, either in-state or out-of-state. For the debris portion that is to be transported to out-of-state disposal facilities, Connecticut may require monitors under this contract to be posted at these out-of-state facilities and documentation in the form of the Load Ticket will be the primary means of monitoring. Monitoring debris removal work will require constant observation of crews to ensure that workers are performing eligible work in accordance with PA guidelines, and in compliance with all applicable federal, state, and local regulations.

For the purposes of this Contract between the State and BDR, Exhibit A2, A3, A4 and A5 are the minimal required forms that to be utilized. BDR has developed a BDR Recovery Management Suite (BRMS) system of hardware and software applications to manage the data and information generated during the course of monitoring a debris removal project. The State may elect to utilize this system. The following scope of work is based upon the State's initial approach to tracking the waste stream utilizing hardcopy load tickets. Regardless of which system is to be used, the intent is to accurately monitor and document the disaster debris removal project so as to ensure that the work being conducted is eligible under FEMA Public Assistance grant funding.

C. Required Scope of Work

1. Beck Disaster Recovery, Inc. (The Contractor) shall provide qualified personnel to assist the State with the monitoring, documenting, and reporting requirements of the disaster debris removal services that will be performed by Contractors retained under a separate State Contract. The types of personnel needed to perform this function could include, but is not limited to, the following: Project Manager; Debris Monitoring Operations Manager; Field Debris Supervisor; Field Debris Monitors; Fixed Site Debris/Tower Monitors; and support staff (project coordinator and technical support).
2. The Contractor shall be National Incident Management Systems (NIMS) compliant, so as to ensure coordinated and efficient operations. The Project Manager and the Debris Monitoring Operation Manager must have taken the FEMA IS-700 NIMS An Introduction Course prior to contract activation. The Contractor shall maintain training records and upon request, make these available to the State or its designated Agent.
3. The Contractor shall be responsible for the health and safety of its workforce. The Contractor (s) shall supervise and direct all work related to monitoring. Safety of the Contractor's personnel and equipment is the responsibility of the Contractor. The Contractor shall designate in writing the individual responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the work to be performed.

The Contractor shall comply with all applicable safety and health protection codes, laws, ordinances, rules, and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury, or loss. The Contractor shall notify owners of adjacent property and of underground structures and improvements and utility owners when implementation of the

work may affect them, and shall cooperate with them in the protection, removal, relocation or replacement of their property. The Contractor shall observe and encourage safety conscious Contractor removal operations involving loading and transport of debris in and through public right-of-ways. Contractor's duties and responsibilities for the safety and protection of the work shall continue until such time as the work is completed and final acceptance by the State has occurred.

Accidents shall be investigated and reports completed by the immediate supervisor of the employee(s) involved and reported to the appropriate State and Federal authorities, including the State contracting authority. All data reported must be complete, timely and accurate.

4. The Contractor shall be responsible and liable for the accurate quantity measurements and completeness of the debris removal activities of the Contractor working under the separate State Contract for Debris Removal Operations within an Assigned Debris Control Zone(s).
5. The Contractor shall provide the State with written and, if requested, electronic media documentation of debris/waste volumes removed and their locations (i.e., curbside, TDSRS, other), including Contractor payment estimates, weekly progress reports, debris removal schedules, and media releases that have been subject to review and approval by the State (if requested).
6. The Contractor responsibilities shall include, but are not be limited to, the following:
 - A. Monitor debris clean-up operations:
 1. Development of a truck measuring system.
 2. Establish procedures to routinely check and compare Contractor truck size volumes relative to certified truck volumes provided by others.
 3. Development of a plan for standard reporting of completed areas.
 4. Coordinate and monitor all debris removal activities under contract.
 5. Monitor debris removal Contractor operations to minimize unnecessary damage to public and/or private property.
 6. Ensure that only eligible debris is removed.
 7. Initiate/document load tracking tickets at the point of pick-up.
 8. Complete load tracking tickets at authorized TDSRS and other disposal sites.
 9. Verify cleanup is complete for each area/street prior to moving load operations to next area/street.
 10. Coordinate work with onsite FEMA representatives and/or State representatives, as appropriate.
 11. Provide schedule of pick-up locations to be used to State public relations personnel.
 12. Identify and record locations where debris needs to be separated by property owners prior to removal.
 13. Timely report of locations of any illegal dumping by debris management operations Contractor or others.
 14. Timely report if unauthorized equipment is mobilized and used by debris management operations Contractor.
 15. Photograph any questionable area(s) (i.e. tree removal extending beyond right-of-way limits).
 16. Report, document, and follow-up on damage claims (if any).
 17. Observe and encourage safety conscious Contractor operations.
 18. Attend daily Contractor initiated safety meetings to discuss possible hazards to include, but not limited to, the following: backing vehicles, working within the road right-of-way, shoulders, and lane closures; and trucks not permitted to leave with excess debris hanging over the sides that could fall off or contact other traveling vehicles or stationary objects.

- B. Collect and compile debris clean-up data:

1. Track locations that have undergone or are presently undergoing debris clean-up operations.
2. Assist with prioritizing debris clean-up operations to maintain or enhance the efficient use of resources.
3. Document progress with compiled load data and coded location maps.
4. Document areas of unacceptable debris composition that were skipped over.
Provide daily progress reports of clean-up efforts and any problem areas to the State's EOC or State designated person.

C. Document observed areas needing maintenance repairs:

1. Obstructed storm drainage pipes or outfalls.
2. Damaged shoulders, ditches, and drainage structures.
3. Damaged regulatory, warning or guide signs.
4. Damaged guardrail or controlled access fencing.
5. Other areas as identified through task orders.

D. Close-out documentation:

1. Load tickets (completed).
2. Copies of any correspondence related to debris activities.
3. Contractor services invoice copies.
4. Summation report of total volume(s) of debris removed at completion of contract.
5. Copies of weekly (or monthly) reports of debris removal activities, including Contractor estimated pay schedules.
6. Any additional expense invoices (if applicable).
7. Documentation or reports on any unresolved issues relating to the debris removal, including damage claims, if any.
8. Certification, description and identification of truck volumes used for debris hauling.
9. Any other pertinent information required through the U.S. Army Corps of Engineers, FEMA, etc., relating to debris removal activities.

7. The Contractor shall provide the following personnel:

A. **Project Management**

Contractor shall provide a Project Manager to oversee all work (i.e., operational and administrative) related to this contract. The Project Manager will maintain daily contact with the Debris Monitoring Operations Manager on the progress of cleanup operations and prepare daily operational reports to keep the State and Federal personnel informed of work progress. The Project Manager will coordinate with both the State and Debris Removal Contractors per the Assigned Debris Control Zones with regard to daily briefings, work progress, staffing and coordination, as well as all other work related efforts. The Project Manager will coordinate with the State with the receipt, allocation and oversight of the Load Tickets.

B. **Debris Monitoring Operations Management**

Contractor shall provide project management to oversee debris monitoring operations and activities in the field. Services will include, but not be limited to, the following:

1. Coordinating daily activities and future planning.
2. Scheduling and monitoring resources and deployment timing.
3. Communication with Project Manager, Federal, State, and municipal personnel.
4. Maintaining communication with debris monitoring management and supervisory level contractors responsible for debris removal operations.
5. Making recommendations to improve the efficiency of collection and removal of debris.
6. Overseeing and supervising field monitoring activities.

7. Overseeing accurate measuring of load-hauling compartments and the accurate computing of volume capacity in cubic yards.
8. Documenting and recording measurements and computations.

C. Field Debris Monitoring Supervision

Contractor shall provide Field Debris Monitoring Supervisor(s) to work directly with Field Debris Monitors and Fixed Site Debris/Tower Monitors. Services will include, but not be limited to, the following:

1. Addressing immediate needs of field monitors and fixed debris site monitors.
2. Providing written daily reports to Operations Manager on progress of debris removal operations.
3. Identifying potential or existing gaps in monitoring operations.
4. Identifying, addressing, and troubleshooting any questions or problems that could impact work area safety and eligibility.
5. Taking receipt of partially completed Load Tickets from both the Field Debris Monitor and/or the Fixed Debris Site/Tower Monitors.
6. Distribution of Load Tickets to the Field Debris Monitors for loading and transporting curbside material and to the Fixed Debris Site/Tower Monitors for loading and transporting from the TDSRS processed debris for final recycling or final disposal.

D. Field Debris Monitoring

Contractor shall perform roving on-site, street level work area inspections of debris cleanup and collection. Contractor will provide the Field Debris Monitors to inspect and control debris collection using manifest Load Tickets (provided by the State). Services will include, but not be limited to, the following:

1. Providing field monitor personnel at designated areas to check and verify information on debris removal.
2. Maintaining communications with their respective Field Debris Supervisor and/or Debris Monitoring Operations Manager.
3. Monitoring collection activity of trucks.
4. Issuing manifest Load Tickets at loading sites for each load and providing the partially completed Load Ticket to their designated Field Debris Supervisor.
5. Ensuring Freon containing appliances are sorted and ready for Freon removal on site or separate transport for Freon removal before final disposal.
6. Accurately measuring load-hauling compartments and accurately computing volume capacity in cubic yards; document and record measurements and computations.
7. Properly monitoring and recording performance and productivity of debris removal crew.
8. Ensuring that loads are contained and covered properly before leaving the loading area.
9. Ensuring only eligible debris is collected for loading and hauling.
10. Ensuring that curbside segregated debris is kept separate during transport to temporary debris staging sites.
11. Ensuring only debris from approved public areas is loaded for removal.
12. Performing other duties from time to time as directed by their Field Debris Supervisor or Debris Monitoring Operations Manager.
13. Checking the area for safety considerations such as – downed power lines, children playing in area, other traffic control/safety needs, the operation of trucks and equipment in a safe manner.
14. Ensuring work area is clear of debris to the specified level before equipment moves to a new loading area.
15. Performing a pre-work inspection of areas to check debris piles to identify and field-mark blocked and covered drainage swales, utility meters, transformers, fire

- hydrants, mail boxes, etc. to help prevent damage from loading equipment and to look for potential problems.
16. Documenting and reporting damages that may occur to utility components, driveways, road surfaces, public and private property, vehicles, etc.

E. Fixed Site Debris/Tower Monitoring

Contractor shall provide personnel to oversee the inspection of the disposal or unloading sites by providing the monitoring, verification of load capacity, and documentation at designated Temporary Debris Storage and Reduction Sites (TDSRS) and aggregation sites for vehicles and vessels. In addition to the above outlined responsibilities, services will include, but not be limited to, the following:

1. Providing monitors at the TDSRS and aggregation points for stray and abandoned vehicles and vessels.
2. Completing records of Contractor debris removal haulers' cubic yardage, tons, or per individual unit and other record keeping as may be needed on the provided Load Ticket and providing the partially completed Load Ticket to their designated Field Debris Supervisor.
3. Initialing each Load Ticket before permitting truck to proceed from the check-in area to the tipping area.
4. Maintaining a daily Debris Disposal Site Load Tracking Log (see Exhibit A3) that shall be returned to their Field Debris Supervisor.
5. Assuring communication lines are kept open at all times with the Contractor responsible for the debris removal management and operations.
6. Performing other duties as directed by their supervisor.
7. Accurately measuring load-hauling compartments and accurately computing volume capacity in cubic yards.
8. Documenting and recording measurements and computations.

F. Provide support staff to perform necessary project coordination and technical support functions.

1. The Contractor is responsible for the distribution of State-prepared, pre-printed and numbered Load Tickets to the Field Debris Supervisor(s) and keeping accurate and complete tracking records of this distribution.
 2. The Contractor is responsible to be knowledgeable with all FEMA standards and requirements for performing a comprehensive review, reconciliation, and validation of the Debris Removal Operations Contractor invoices prior to submission to the State for processing. The Contractor is responsible for preparing project worksheets and other pertinent report preparation required for reimbursement by FEMA and any other applicable agencies for disaster recovery efforts by debris removal Contractor.
 3. The Contractor shall have and use GIS capability to track locations of generated debris and assist in prioritizing debris removal and disposal activities. The Contractor shall work with State as directed to provide estimated amounts of debris and tracking assistance in debris removal operations.
 4. The Contractor is responsible for data management including, but not limited to, entering and analyzing load tickets resulting from the debris monitoring process, reconciling and making recommendations for approving debris contractor invoices, providing oversight to the FEMA auditing and appeals process, and assisting the State with the preparation of project worksheets for FEMA funding.
- 8.** The Contractor is not responsible for the construction of Inspection Towers for viewing of the load bed of each piece of equipment being utilized to haul debris. The construction of the Inspection Towers is the responsibility of the Contractors performing the debris removal work/operations.

9. The Contractor shall audit the debris removal contractors State certifications indicating the type of vehicle, make and model, license plate number, equipment number, US DOT trucking number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment utilized to haul debris. Maximum volumes may be rounded to the nearest cubic yard. The reported measured maximum volume of any load bed shall be the same as shown on the signs fixed to each piece of equipment. The State reserves the right to re-measure trucks at any time to verify reported capacity and the monitoring contractor may be directed to perform this action.
10. The Contractor shall be responsible for reporting requirements such as Load Tickets. If FEMA is providing grant assistance for the applicant's monitoring contract, a sample of the reporting requirements outlined in the contract will be required to substantiate the eligible costs. This sample must be adequate to demonstrate that sufficient measures were taken to ensure eligibility and accurate quantities are being reported as part of the grant. Debris monitors will be required to submit daily reports on load quantities, debris management site operations, and operational and safety issues in the field. Regular reporting will help to promote and ensure quality assurance and provide the applicant with a consistent accounting of operations in the field.
11. The Monitoring Contractor is made aware that payment for debris hauled will be based on the quantity of debris hauled in a truck as measured in cubic yards or tons and the distance hauled depending on where the debris is taken, to a TDSRS or final recycling or disposal facility. Load tickets will be the documentation necessary for the Debris Removal Contractor to receive payment. The State will reimburse the Debris Removal Contractor for transport and tipping fees at final recycling or disposal facilities. Prior to final disposal, the Debris Removal Contractor will provide to the State three bids for final recycling or waste disposal facilities. The State will, in turn, perform due diligence and make a determination of the final recycling or waste disposal facility and shall inform the Debris Removal Contractor. The Debris Removal Contractor will be required to transport the debris to the chosen facility. If utilized, Debris Removal Contractor will have the responsibility of installing truck scales at their expense. Trucks will be weighed both entering and leaving the debris management site(s) and the weight of the load will be the calculated difference. The Debris Removal Contractor will be required to use either the volume method or the weight method for all loads hauled to any one debris management site, and will not be allowed alternate methods. The authorized debris monitors working for the State and the disposal facility monitors will use their best judgment in estimating the quantity of debris in the trucks when measurements are to be volume based. For purposes of this RFP, the authorized monitors under State contract are the final authority. Deductions from load volume will be made for: consolidation during hauling, lightly packed loads with excessive air voids, and voids caused by incomplete loading at the loading site. For reference on deductions, see the diagrams provided in Exhibit A4 entitled Truck Load Deductions.

Load Tickets: The following is based on the State's initial approach to tracking the waste stream utilizing hardcopy load tickets. For the purposes of this Contract between the State and BDR, Exhibit A2 is the minimal required form that is to be utilized. BDR has developed a BDR Recovery Management Suite (BRMS) system of hardware and software applications. BDR has developed a suite of applications and hardware to manage the data and information generated during the course of monitoring a debris removal project. The State may elect to utilize this system.

Load Tickets shall be supplied by the State to the Debris Monitoring Contractor. It will be the responsibility of the Debris Monitoring Contractor to keep an accurate record of the distribution of the Load Tickets. The Debris Monitoring Project Manager will be responsible for providing the Load Tickets to the Field Debris Supervisor(s), who will in turn provide these to the Field Debris Monitors and the Fixed Site Debris/Tower Monitors. The Load Ticket is a dual use ticket covering either of the following scenarios:

- **Load Ticket: From Curbside Initial Pickup (Scenario #1)** – records the loading and transport of debris from the public right-of-way to the TDSRS or directly to final recycling facilities or final disposal facilities, both in-state and/or out-of-state.

- **Load Ticket: From TDSRS (Scenario #2)** – records the loading and transport of processed and segregated debris from a TDSRS to recycling facilities or final disposal facilities.

A sample of the Load Ticket is found in Exhibit A2. The Load Ticket is a five-part ticket. The Load Ticket is the primary record for the monitoring and measuring of debris removal operations. The following describes the procedures that will be used in the use of the Load Tickets:

- **Scenario #1.— From Curbside Initial Pickup: Initial loading of waste debris from the public right-of-way to the TDSRS or directly to final recycling facilities or disposal facilities.**

(1) From Curbside - Initial Loading Site: The first part of the ticket shall be completed at the initiation of each load in the public right-of-way, signed by the Field Debris Monitor and will be retained by the Field Debris Monitor. The Field Debris Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their Field Debris Supervisor. The Field Debris Monitor shall remove the first of the five part ticket and then give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor Driver. The Driver, as directed, can then transport the debris to one of the following designated sites: a TDSRS or may take the debris to a final disposal facility or recycling facility, both in-state or out-of-state, if it has been determined that this is the appropriate action.

(2) To TDSRS – Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to the Fixed Site Debris/Tower Monitor at the Inspection Station/TDSRS. That Fixed Site Debris/Tower Monitor will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the Load Ticket. The second of the five-part Load Ticket shall remain with the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to turn in the second of the five-part ticket at the end of each day to their supervisor. The other remaining three parts of the five-part ticket shall be given to the driver, to be turned in to the Debris Removal Operations Contractor representative.

(3) To Final Disposal Facility or Recycling Facility, both in-state and out-of-state, Receipt of Load: The driver will hand the remaining four parts of the Load Ticket to a duly authorized representative of the Solid Waste Disposal facility. The authorized representative at the Solid Waste Disposal facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket and shall keep the second and third parts. One will remain with the facility; the other will be forwarded to the Debris Monitoring Project Manager. The driver will retain the fourth and fifth part of the Load Ticket to be turned in to their respective Debris Removal Contractor representative.

- **Scenario #2. Loading of segregated and/or processed waste materials at the TDSRS for transport to the final recycling facility or final disposal facilities.**

(1) From TDSRS Loading Site: The first part of the Load Ticket shall be completed at the TDSRS, signed by the Fixed Site Debris/Tower Monitor, and will be retained by the Fixed Site Debris/Tower Monitor. The Fixed Site Debris/Tower Monitor is required to keep and turn in the first of the five-part ticket at the end of each day to their supervisor. The Fixed Site Debris/Tower Monitor shall give the remaining four parts of that Load Ticket to the Debris Removal Operations Contractor driver.

- (2) To Final Recycling Facility and Disposal Facilities: The driver will hand the remaining four parts of the Load Ticket to the duly authorized representative of the final recycling or disposal facility. The authorized representative of the facility will inspect the load, record the appropriate volume or weight, record the appropriate haul distance based on transport mileage, and initial the ticket. Part two and three of the five-part load ticket shall remain with the authorized representative of the final disposal site. One will remain with the facility; the other will be forwarded by the receiving facility to the Debris Monitoring Project Manager. The other remaining parts of the Load Ticket, four and five, shall be given to the driver, to be turned in to their respective Debris Removal Operations Contractor representative.

12. Mobilization and Demobilization

When a major disaster occurs or is imminent, the State will contact (either verbal or written Notice to Proceed) BDR, the Disaster Debris Monitoring Contractor, to advise them of the State's intent to activate the contract. The State, upon contacting the Contractor, may issue a Task Order for Debris Monitoring. The Contractor shall commence performance within (24) hours of receipt of the Task Order (see Exhibit A5). The Contractor will begin coordination with the State EOC. The Contractor will mobilize and deploy essential and necessary staff. When additional debris monitoring is needed to meet FEMA monitoring requirements, the Contractor shall be prepared to increase the number of monitors for the State to use as needed.

Upon completion of assigned tasks, the Contractor shall be responsible for closing out all related operations, including but not limited to, records and documents to support the State's reimbursements costs from the federal government.

13. Logistics and Resource Distribution

The Contractor shall be responsible in providing all personnel sustaining goods and services to include items such as packaged ice, bottled water, ready to eat meals, shelter, and all materials such vehicles, equipment, parts, tools, fuel, etc. and the distribution thereof, supporting monitoring tasks. Contractor are responsible for the safe handling and storage of any equipment and parts, tools, fuel, and other related items so as to prevent damage and environmental impacts to public and private property. If spills or damages do result, then the Contractor shall be held responsible and shall be required to report such incidents.

14. Communication

The Contractor Debris Monitoring Project Manager (or designated alternate) for debris monitoring responsibilities shall report directly to the designated State representative responsible for the project management of the State Contract for Debris Monitoring. The Contractor (s) Project Manager shall be available for communication at all times. While this position will not require constant presence, the Project Manager will be required to work a full workday, typically more than eight hours per day, and be on call and physically capable of responding to the State EOC designated person within 30 minutes of notification.

15. Reporting and Documentation; Recordkeeping

The Contractor shall provide and submit to the State all reports and documents as may be necessary to adequately document the debris emergency response, management, and recovery services in accordance with FEMA/State requirements.

The Contractor shall retain all records, documents, and communications of any kind (including electronic in disk or print form) that relate in any manner to the contract awarded as a result of this RFP and its' performance. Such records shall be maintained and kept in their original form for a period of three years after completion of the project; and shall be made available to the State at any time. Arrangements will be made between the Contractor and the State for records retention beyond that time period.

16. BDR Technical Approach to Requirements.

This section provides the service details that Beck Disaster Recovery, Inc. (BDR) will upon consultation with the State, utilize for providing the disaster debris monitoring services required by the State.

A) Disaster Debris Monitoring Services

B) Preparedness, Response and Recovery Planning and Consulting Services

C) Public Assistance/Cost Recovery Services

The BDR Project Manager will report to the Emergency Operations Center (EOC) within 12 hours of a disaster event impacting the State. Within 48-72 hours of a disaster event, BDR will be on site with the adequate number of staff to begin response and recovery operations.

A. Disaster Debris Monitoring Services

Project Management Plan (a.k.a. Debris Management Action Plan): Upon activation, BDR will perform the development of a project management plan for the specific disaster occurrence that includes essential documents including: (1) an organizational chart showing the inter-relationships between the State, BDR and the debris removal contractor staff, (2) a contact list of relevant staff persons from the State, BDR and the debris removal contractor, (3) a copy of the BDR and debris removal contractor contracts and (4) other key field documents such as a State map depicting TDSRS locations, etc.

Cost Tracking: BDR will implement a cost accounting system to capture critical data required for reimbursement by state and federal agencies.

Staff Mobilization: When the impact of a disaster becomes apparent on the State, essential BDR staff with key experience in various aspects of debris operations (including 72 hour push, truck certification, mapping/zone development, etc.) will mobilize in the region in order to participate in the “response” phase of the disaster event. Staff included in BDR’s field monitor database will be contacted and put on notice of the potential need to mobilize to the State. During this period, other logistical arrangements, such as lodging arrangements for key staff will be booked in order to ensure reasonable housing for the response period.

Equipment/Supplies Mobilization: BDR staff will prepare our mobile command center, generators, inventory of load tickets and other essential field equipment (e.g., cameras, GPS units, etc.) for potential mobilization to the State. BDR will also contact key vendors (e.g. construction trailer vendors, etc.) to expedite field equipment that will be required for an extended debris removal assignment.

Daily Meetings: BDR will facilitate daily meetings between the State, BDR and the debris removal contractor project management staff (typically around 4 to 5 p.m. in the afternoon) to discuss daily results, problems that require resolution, coordination issues, potential operational improvements, etc. BDR staff members in attendance will include the project manager (or their designee), the operations manager for each contractor and other appropriate BDR staff as necessary.

Work Scheduling: BDR will work with the State’s designated debris manager to schedule work for each day. BDR will assist the State in identifying and addressing critical damage areas and areas that require immediate attention.

Reports and Website Management: BDR’s daily reporting system will provide the State with daily and cumulative statistics, including: (1) the number of collection vehicles operating, (2) the total loads and cubic yards collected per TDSRS, by debris type (3) the total loads and cubic yards collected per contractor, by debris type, (4) the average truck size per contractor, (5) the number of participants at public drop-off sites, etc. BDR will comply with any State requirements for weekly reports, a final summary report and other reports and documentation as requested.

At the request of the State, BDR will assist the State in developing and managing a website on the debris removal process. The website will include: (1) instructions on proper debris set-out procedures, (2) maps (updated daily) showing the progress of debris removal operations and general timeframes when debris

removal contractors can be expected in a general area and (3) daily and cumulative debris collection statistics (loads and cubic yards removed).

Debris Hotline Call Center Operations: BDR will assist the State in establishing and staffing (including supplying equipment, phone lines, etc.) a debris hotline to respond to public complaints and concerns.

Contractor Damages: BDR will develop a database application to track and help the State manage contractor damages.

Damage Assessment

BDR will assist the State with a damage assessment inventory following a disaster. BDR project manager(s) coordinating with the State's debris manager(s) (or other assigned individual) will identify the specific damage assessment services requested (e.g. debris related, structures, utilities, etc.). The BDR project manager will communicate with the BDR resource manager and the appropriate staff with the proper service acumen will mobilize.

Debris Estimation: The debris estimating methodologies that will be used include:

U.S. Army Corp of Engineers Debris Estimating Model: Widely utilized and takes into account factors such as hurricane category, population base, amount of vegetative cover, etc.;

Drive-By Parcel Survey: To estimate the average quantity of debris per parcel, then multiply the debris per parcel figure by the total number of parcels (residential, commercial or both) in the applicable jurisdiction;

Flyover: To determine if the debris field is isolated in certain areas or widespread across the entire jurisdiction; and

Personal estimates by BDR and debris contractors experienced in disaster recovery efforts.

Each of these approaches will be considered in developing an estimated debris volume in the State.

Push Period Assistance

At the State's request, BDR will assist the State during the push period to include: (1) conducting an inventory of blocked roads that require immediate clearance, (2) administering the sign-in and sign-out of labor and equipment to track time and material charges and (3) assisting State staff in maintaining maps or databases to track road clearance progress and other essential tasks as requested.

Public Information Support

At the States' request, BDR will provide public information staffing support as requested by the State to assist State staff with press releases, public notices, website development and support and other public information functions.

Truck Certification BDR truck certification procedures will be as follows:

Use of the BDR truck certification form: This form includes the latest in FEMA guidelines on truck certification documentation and volume calculations.

Minimum vehicle requirements: BDR will inspect collection vehicles to ensure Department of Transportation and State compliance.

Special notations on truck placards for sideboards and other unique vehicle attributes: These notations inform tower monitors that the measured capacity includes sideboards or other modifications, thus discouraging collection contractors from fraudulently altering vehicles after certification.

Photography of vehicles and drivers.

Periodic spot checks and recertification of trucks: This pertains to trucks that were potentially altered after initial certification.

Field Monitoring

Employees:

All BDR field personnel will be provided with badges (including a recent photo) identifying them as State contractors.

Field Monitor Training Program:

Monitors will be required to participate in BDR's field monitor training program. The training program will consist of a video and PowerPoint presentation on field monitor responsibilities. Additionally, training, monitors are provided with a variety of field reference documents (e.g., sample completed tickets, etc.).

Daily Field Monitor Operations:

At the start-up of collection operations, BDR collection monitors will arrive at the staging location approximately 45-minutes prior to the start of field operations. Activities that typically occur during this 45-minute period include: (1) debriefing by the collection manager and/or field supervisors on important issues, (2) distribution of safety gear (caution lights, safety vests, etc.) and (3) distribution of map books and debris tickets. Strict records are kept of the debris ticket numbers assigned to specific monitors.

At the outset of collection operations, BDR will provide approximately one monitor assigned to approximately four trucks. As operations continue and trucks spread out within collection zones to efficiently collect scattered debris, the ratio of monitors to trucks will likely decline.

A collection field supervisor will be assigned to approximately ten to twelve monitors. Responsibilities of the field supervisor include verification of load ticket accuracy and response to collection monitor and debris contractor issues in the field.

Field monitors shall be responsible for: (1) verifying the proper loading and compaction of debris into the debris recovery contractor's certified loading container, (2) ensuring that all debris recovery contractors and their subcontractors adhere to the State's Disaster Debris Management Plan and that they are working in an efficient and safe manner, (3) surveying their assigned areas for special need issues (e.g., stumps, leaners/hangers, etc.) and (4) photographing loads as directed by the State.

At approximately 3 p.m. each afternoon, BDR will request the debris contractor's project manager to provide an estimate on the number of monitors that will be required for the following day. This will allow time for the BDR scheduling manager to schedule the appropriate number of collection monitors.

At the close of operations each day, all collection and disposal monitors will report back to the staging area to (1) turn in all completed tickets, (2) update the master map book showing street areas cleared of debris on that particular day and (3) report any inconsistencies or problems that occurred during the day.

QA/QC Program:

BDR will assign QA/QC staff to each TDSRS tower with the sole responsibility of reviewing tickets and contacting supervisors and field monitors immediately after errors are identified. This process will: (1) allow BDR to quickly rectify ticket errors by getting the correct information immediately, (2) provide instant feedback to field monitors thereby reducing errors that would otherwise be made throughout the day (until such time as tickets are reviewed) and (3) allow BDR to track monitor performance and terminate those monitors that make repeat errors.

TDSRS Monitoring and Support

TDSRS Tower Monitoring:

BDR will provide a minimum of two tower monitors per TDSRS tower site. Specific responsibilities of tower monitors shall include: (1) making truck fullness load calls and recording the information on the proper load ticket, (2) taking photographs of loads (as directed by the State), (3) communicating with truck drivers and debris contractor staff on potential safety issues, (4) verifying that contractor equipment is empty prior to leaving the TDSRS and (5) collecting and organizing load tickets and providing them to designated BDR staff. At the States' request, BDR will provide security at TDSRS sites when not in operation.

Public Drop-Off Site Operations:

At the request of the State, BDR will provide site supervision (at levels directed by the State) for any public drop-off sites that the State may elect to open. Residential drop-off site services routinely provided by BDR include site permitting, traffic support, address verification (eligibility determination) and recording, general customer service functions and site closure and security.

Other TDSRS Support Services:

At the request of the State, BDR will assist the State with any other TDSRS services that may be required including traffic support (i.e., flaggers) and after-hours site security.

Data Administration and Invoice Reconciliation

After tickets are turned in to the staging location each day the following steps will be taken:

Tickets are transported to BDR's local field office and entered into BDR's database on the following day. Load tickets and other critical source documentation will also be digitized (scanned).

After all tickets have been entered (typically around 3 p.m.), the State and FEMA debris coordinator, will be emailed a summary of the previous day's work to include total trucks in the field, total debris loads collected by material type, total cubic yardage collected by material type and other data, as requested by the State. BDR can also provide daily a GIS map to the State showing the roads that have received first, second and third collection passes.

At the request of the State, BDR will maintain this information on a State or BDR website so that accurate, near real-time information is available to the public.

Data

Tickets are filed in numerical order, by day, by debris site.

Database queries are run to check for blank fields on tickets, duplicate ticket numbers, unreasonable cycle times (time loaded vs. unloaded), etc. If a problem is noted, the tickets are pulled and reviewed. If necessary, the collection monitor who wrote the ticket is interviewed to clarify critical information.

For invoice reconciliation, once invoices are received at BDR's offices they are electronically and physically date stamped. A database query is run that performs a ticket by ticket comparison of the BDR database versus the contractor database. The database generates a report that shows where the two databases agree, disagree or have missing information. A BDR data analyst is tasked with pulling all tickets in question and making a determination of the required corrective action. A pre-approval report summarizing all tickets that match or pass the reconciliation process is forwarded to a BDR financial analyst. To the extent that tickets still in dispute are less than the contractor's retainage, the invoice, less the retainage, is approved for payment. The BDR staff member in charge of invoicing then prepares a letter to the State's representative responsible for invoice payment, recommending payment of the invoice. Following invoice approval, an extensive process to evaluate tickets that differ in the BDR and contractor databases is performed. This typically requires significant communication between BDR and contractor staff to resolve discrepancies. After all discrepancies are resolved, BDR sends a follow-up letter to the State recommending the amount of retainage to be released. Finally, a BDR invoicing specialist performs an audit of the materials in the invoice file to ensure that the file is complete.

BDR's proprietary database will allow the State to track the impact payment approvals made on obligated Project Worksheets and State purchase orders (PO). This will allow the State to effectively plan for PO adjustments and the need to generate adjustment Project Worksheets.

Funding Support

Immediate Needs Funding Support:

BDR will obtain Immediate Needs Funding for the State. This process will include: (1) development of a debris quantity estimate that is supported by FEMA staff, (2) preparation of a Project Worksheet to cover the estimated cost of the entire debris removal effort at the outset of a project and (3) assisting the State and FEMA Public Assistance Officers with Project Worksheet amendments (as actual debris quantity estimates begin to firm up).

Additional preparatory services as requested and authorized by the State.

Mock Training Exercises: BDR will assist the State in designing and conducting drills or table-top exercises to evaluate staff readiness.

Annual Meetings: BDR will facilitate one or more annual meetings between the among all parties – the State, debris removal contractor and BDR, the monitoring contractor. The purpose of these meetings is to ensure a common understanding and coordinated effort regarding processes and procedures exercised prior to, during, and following a disaster situation.

DOT Coordination and Road List Database Development: BDR will assist the State in developing a road database with associated maintenance responsibilities and ensuring that there is a clear understanding between the federal DOT and the State regarding the road segments to be handled by each entity. Identification of the responsible applicant for various road segments is critical for reimbursement from FEMA and FHWA.

17. Performance Bonding

Prior to commencing services, the awarded contractor will provide the State of Connecticut with a performance bond in the amount of \$1,000,000.00. In the event the state determines that additional performance bond amounts are required, The State and the awarded contractor will negotiate and agree to the increased amount required. Such surety may be submitted in the form of a Performance Bond of a Surety Company licensed to do business in the State of Connecticut, certified check, or irrevocable letter of credit from a commercial banking institution. Bonds shall be sent to the Attn. of Paul S. Greco at the State Office Building, 165 Capitol Ave., Hartford, CT 06106 DAS Procurement Services, 5th floor South.

18. Insurance

Prior to commencing services, the awarded contractor shall provide the State of Connecticut with a copy of their insurance accord designating the applicable insurance types and amounts as stipulated in the contract document referencing contract Number 08PSX0028 and naming the State of Connecticut as the additionally insured.

19. Prices

Prices are to remain firm for the entire term of the contract.

20. List of Sample Contract Exhibits: Note: Exhibits A2 through A5 are minimally required forms to be utilized. At the State's authorization, the contractor may utilize its' own forms.

EXHIBIT A DESCRIPTION OF SERVICES

EXHIBIT B AWARD FEE SCHEDULE

EXHIBIT A1 STATE OF CONNECTICUT, ASSIGNED DEBRIS CONTROL ZONES

EXHIBIT A2 LOAD TICKET (EXAMPLE)

EXHIBIT A3 SITE LOAD TRACKING LOG (EXAMPLE)

EXHIBIT A4 TRUCK LOAD DEDUCTIONS (EXAMPLE)

EXHIBIT A5 TASK ORDER (EXAMPLE)

CONTRACT AWARD 08PSX0028 EXHIBIT B PRICE SCHEDULE

Name: Jonathon Burgiel Company: Beck Disaster Recovery, Inc.

Telephone Number: (407) 803-5750

Fax: (407) 803-5701

Email: jburgiel@beckdr.com

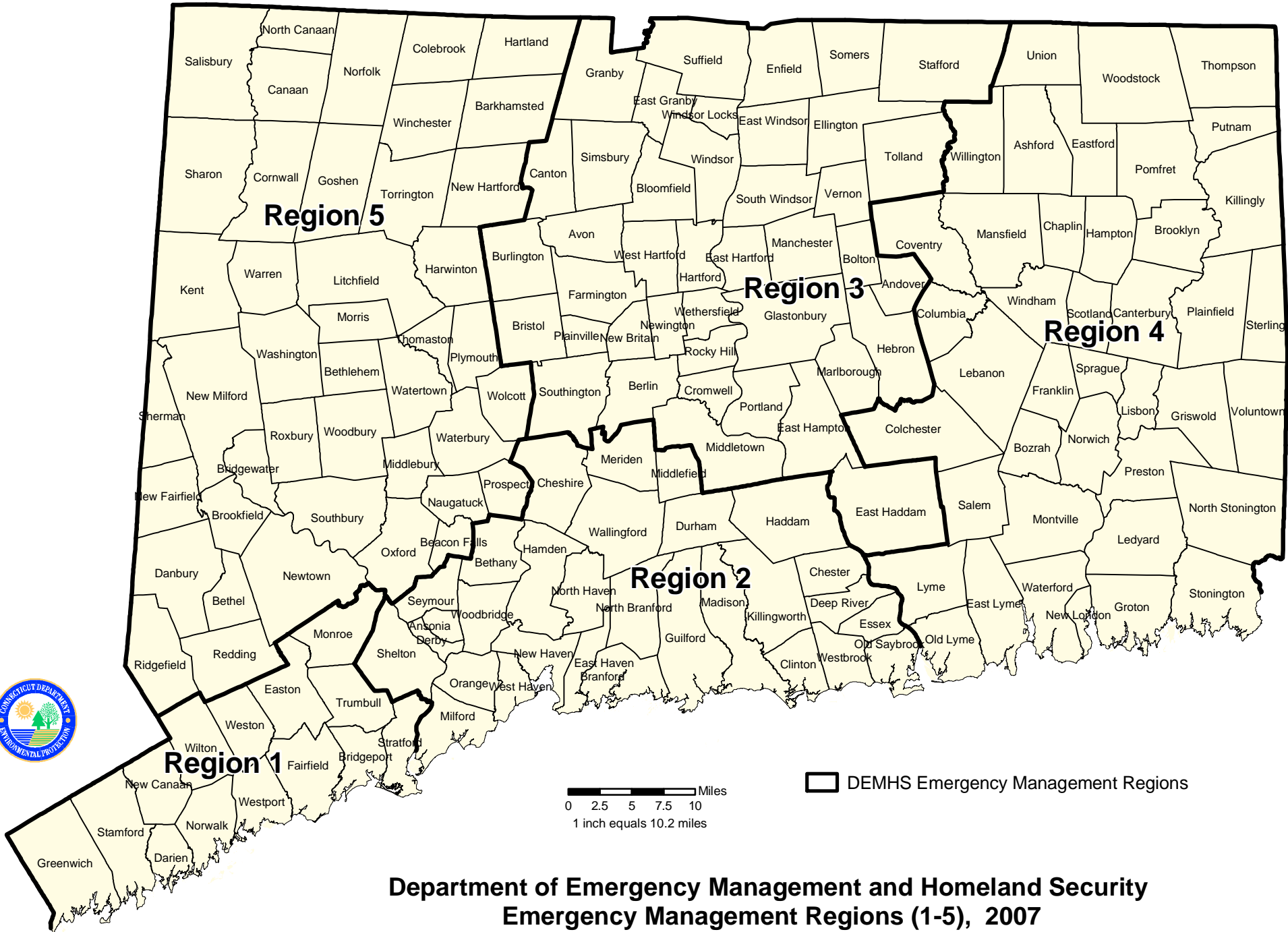
AWARDED HOURLY RATES

Payment to this contract award is based on the hourly rate per person dedicated and working on the job. The hourly rate includes all overhead, administrative costs, per diem costs, transportation costs, and other direct or indirect charges.

Actual numbers of personnel required will be determined at the time the Contract is activated and agreed to by both the State and Awarded Contractor.

Position Function	Rate per Hour \$
Project Manager	\$95.00
Debris Monitoring Operations Manager	\$79.00
Field Debris Supervisor	\$65.00
Field Debris Monitor	\$44.00
Fixed Site Debris/Tower Monitor	\$48.00
Project Coordinator/ Technical Employee (Support Staff)	\$35.00
Electronic ticketing device (To be implemented by written authorization of the State)	\$ 2.50 each per hourly rate of each Fixed Site Debris or Tower Monitor and Field Monitor employee
Additional available personal if required and authorized by the State.	Rate per Hour \$
Senior Planner	\$ 165.00
Senior Engineer	\$ 153.00
Principle in Charge	\$ 135.00
FEMA Grant Manager	\$ 135.00
Data Manager	\$ 115.00
GIS Programmer	\$ 110.00
Environmental Specialist	\$ 95.00
Assistant Engineer	\$ 90.00
Assistant Analyst	\$ 90.00
Billing / Invoice Analyst	\$ 89.00
Safety Specialist	\$ 75.00
Analytical aide	\$ 70.00
GIS Analyst	\$ 65.00
Data Entry Personnel	\$ 35.00

EXHIBIT A1 ASSIGNED DEBRIS CONTROL ZONES, STATE OF CONNECTICUT



Miles
0 2.5 5 7.5 10
1 inch equals 10.2 miles

□ DEMHS Emergency Management Regions

**Department of Emergency Management and Homeland Security
Emergency Management Regions (1-5), 2007**

EXHIBIT A2

**State of Connecticut
TICKET NO.:**

DEBRIS LOAD TICKET

BOX A – GEOGRAPHIC INFORMATION Assigned Debris Control Zone#: _____
Municipality: _____

BOX B – CONTRACTOR INFORMATION

Prime Contractor Name/Address: _____
Sub-contractor Name/Address: _____
Driver Name (Print & Sign): _____
Truck/Trailer No: _____ Measured Bed Capacity in Cu. Yds.: _____

LOAD TICKET – CURBSIDE

BOX C – DEBRIS AREA – CURBSIDE

State Road/Highway: _____
(Street address or nearest intersection)

Municipal Road: _____
Federal Highway: _____
Other: _____

Debris Type: Vegetation C&D Mixed Debris
 Other, define _____

Departure Date: _____ Time: _____
Truck Mileage on Departure: _____

Loading Site – Field Monitor:

Print Name _____ Signature _____

LOAD TICKET – TDSRS

BOX G – DEBRIS LOADING AREA – TDSRS

TDSRS Location: _____
(Street address or nearest intersection)

Debris Type: Clean Wood C&D Mixed
 Other, define _____

Departure Date: _____ Time: _____
Starting Mileage: _____
Destination: _____

Truck Driver Signature:

Print Name _____ Signature _____

Loading Site – Fixed Site Monitor:

Print Name _____ Signature _____

BOX D – DEBRIS DISPOSAL LOCATION (for debris collected and noted in Box C above)

TDSRS
 In-state Recycle/SW Facility
 Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____
Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:
_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

“ I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.”

Fixed Site Monitor or SW Facility Representative:

Print Name _____ Signature _____ Date _____

BOX H – DEBRIS DISPOSAL LOCATION (for debris loaded as noted in Box G above)

In-state Recycle/SW Facility
 Out-of-state Recycle/SW Facility

Facility Name/Location: _____

Truck Mileage upon Arrival: _____
Estimated Volume (Cu. Yds., Tons or Each Individual Item) in Truck Trailer:
_____ Cu. Yd. _____ Tons _____ Each (Individual Items)

“ I have personally examined and am familiar with the information submitted on this document, and certify that based on reasonable investigation, including my inquiry of those individuals responsible for the information, the submitted information is true, accurate and complete to the best of my knowledge and belief. I understand that any false statements made in submitted information is punishable as a criminal offense under section 53a-157b of the Connecticut General Statutes and any applicable law.”

Fixed Site Monitor or SW Facility Representative:

Print Name _____ Signature _____ Date _____

BOX E – REMARKS:

BOX I – REMARKS:

BOX F – TICKET DISTRIBUTION
White – to Field Monitor
Yellow – to Fixed Site Monitor
Green, Pink and Blue – to Driver

BOX J – TICKET DISTRIBUTION
White – to Fixed Site Monitor
Yellow, Green – to Solid Waste Facility Authorized Agent
Pink and Blue – to Driver

EXHIBIT A4 TRUCK LOAD DEDUCTIONS

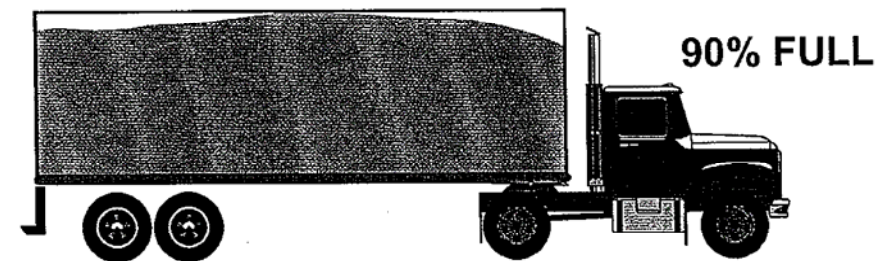
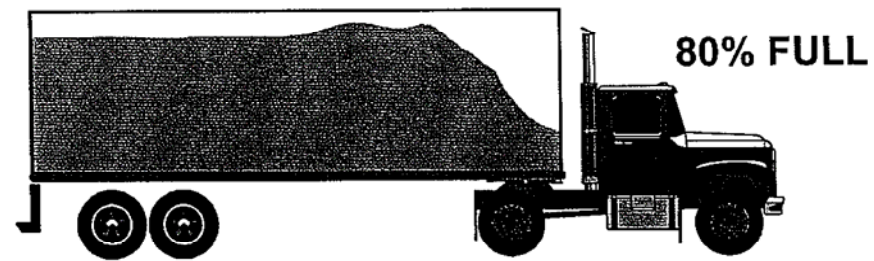
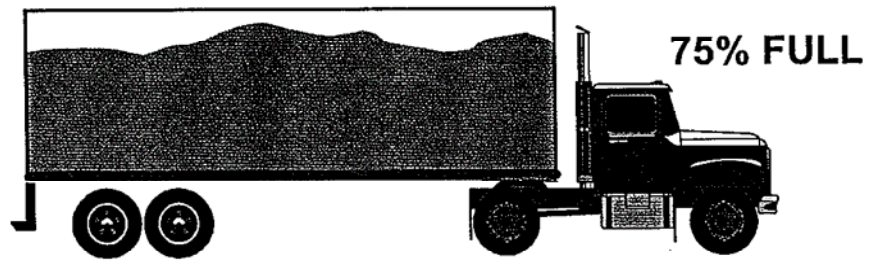
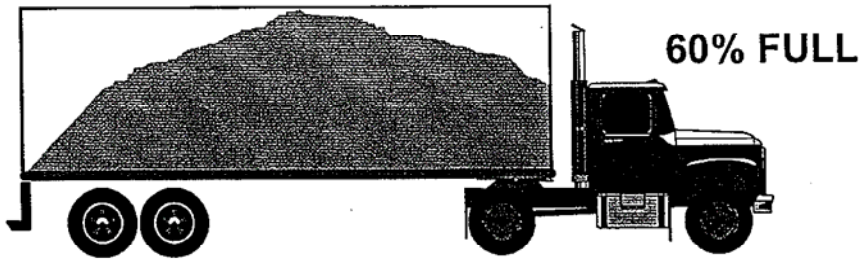


EXHIBIT A5 SAMPLE TASK ORDER (EXAMPLE)

TASK ORDER

TO _____
Task Order No.

In accordance with _____ (Contractor) contract, with the _____
_____ Agreement No. _____ for Disaster Debris Removal,
Reduction, and Disposal dated _____ the _____ hereby requests and
authorizes the service to be performed on the project as described below:

Project: _____

Specific Work to be Performed:

Duration of Work (Include Start Date, End Date and Total Calendar Days):

Method of Payments:

Contractor Signature: _____ Date: _____

Authorized Signature: _____ Date: _____

Estimate Cost of This Task Order: \$ _____

STATE USE ONLY

_____ Monitor: _____ Date: _____

_____ Director: _____ Date: _____

Vendor No.: _____ Account No.: _____ Project: _____

Purchasing: _____ Budget: _____ Accounting: _____