

CONTRACT AWARD
SP-38 Rev. 05/07
Prev. Rev. 11/97

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Pamela Anderson
Contract Specialist

(860) 713-5088
Telephone Number

CONTRACT AWARD NO.:

07PSX0357

Contract Award Date:

1 April 2008

Bid Due Date:

6 March 2008

CONTRACT AWARD

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

DESCRIPTION: Trade Labor Services

FOR: All Using State Agencies and Political Subdivisions

TERM OF CONTRACT:

April 1, 2008 through March 31, 2013.

AGENCY REQUISITION NUMBER: Trade Labor

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
	\$3,000,000.00 est.		\$3,000,000.00 est.

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

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

APPROVED _____

CAROL WILSON

Procurement Director

(Original Signature on Document in Procurement Files)

Date Issued: 1 April 2008

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: **AVT Construction Inc.**Company Address: **558 Hanover Street, Meriden, CT 06451**Tel. No.: **203-639-1368**Fax No.: **203-639-1593**Contract Value: **\$50,000**Contact Person: **Vincent Nanfito**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site AVT111@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **AWL Painting LLC**Company Address: **756 Burnside Avenue Apt. B2, East Hartford, CT 06108**Tel. No.: **860-289-1152**Fax No.: **860-290-8170**Contract Value: **\$50,000**Contact Person: **Ted Lata**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site Lataiii@aol.comRemittance Address: **P.O. Box 2805333, East Hartford, CT 06128-0533**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **ATM Restoration Systems, Inc.**Company Address: **150 Granville Road, North Granby, CT 06060**Tel. No.: **860-413-9329**Fax No.: **860-413-9490**Contract Value: **\$50,000**Contact Person: **Paul Thibault**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site atmrestoration@cox.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Air Temp Mechanical Services, Inc.**Company Address: **360 Captain Lewis Drive, Southington, CT 06489**Tel. No.: **860-953-8888**Fax No.: **860-953-7079**Contract Value: **\$50,000**Contact Person: **Mark Conlogue**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site mark@ctairtemp.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Calvert Safe & Lock, Ltd**Company Address: **40 Caroline Street, Derby, CT 06418**Tel. No.: **203-735-2137**Fax No.: **203-732-0586**Contract Value: **\$50,000**Contact Person: **Jane Rosa**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site jane@calvertsafelandlock.com www.calvertsafelandlock.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **CCM Construction Services, Inc.**Company Address: **54 Main Street, Suite C, Danbury, CT 06810**Tel. No.: **203-798-0801**Fax No.: **203-798-6118**Contract Value: **\$50,000**Contact Person: **Sarah Bernhardt**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site sbernhardt@ccmservice.com

Remittance Address:

Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Central Mechanical Services, Inc.**Company Address: **11 Progress Drive, Cromwell, Ct 06416**Tel. No.: **860-632-5500**Fax No.: **860-632-5544**Contract Value: **\$50,000**Contact Person: **John Murdy**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site centralmech@aol.com www.centralmechanicalservicesinc.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **The Chase Glass Company, Inc.**Company Address: **73-75 James Street, East Hartford, CT 06108**Tel. No.: **860-568-1600**Fax No.: **860-528-1400**Contract Value: **\$50,000**Contact Person: **Bruce Levi**Delivery: **As requested**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site bruce@chaseglass.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Chase Mechanical Contractors, Inc.**Company Address: **196 East Main Street, Thomaston, CT 06787**Tel. No.: **860-283-6408 Cell 860-989-3571** Fax No.: **860-283-6019**Contract Value: **\$50,000**Contact Person: **Wayne C. Fletcher**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site wcf@chasemechanical.com www.chasemechanical.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Colonial Paving Company of East Hartford, Inc.**Company Address: **244 Lombardo Drive, East Hartford, CT 06118**Tel. No.: **860-568-9613**Fax No.: **860-569-1839**Contract Value: **\$50,000**Contact Person: **Donald Lombardo**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site colonialddl@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Commercial Roofing & Contracting**Company Address: **340 Kennedy Drive, P.O. Box 647, Putnam CT, 06260**Tel. No.: **860-928-9199**Fax No.: **860-928-9244**Contract Value: **\$50,000**Contact Person: **Charles Paquette**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site crp@comroofing.com www.comroofing.comRemittance Address: **P.O. Box 647, Putnam, CT 06260**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Connecticut Boiler Repair and Manufacturing Company, Inc.**Company Address: **694 Oakwood Avenue, West Hartford, CT 06110**Tel. No.: **860-953-9117**Fax No.: **860-953-0246**Contract Value: **\$50,000**Contact Person: **Peter Royer**Delivery: **As required**Contact Person Address: **Peter J. Royer**Company E-mail Address and/or Company Web Site Peter.Royer@ct-boiler.com www.ct-boiler.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Duct Clean Corporation**Company Address: **20 Stagg Street, Stratford, CT 06615**Tel. No.: **203-380-0191**Fax No.: **203-380-2216**Contract Value: **\$50,000**Contact Person: **Stephen M. Edwards**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site ductcleanusa@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Eagle Roof Services, LLC**Company Address: **45 Somerwynd Lane, Suffield, CT 06078**Tel. No.: **860-989-8716**Fax No.: **860-982-9068**Contract Value: **\$50,000**Contact Person: **Ann M. Dias**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site eagleroofservice@cox.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **F.A.K. Electric LLC**Company Address: **570 Weir Street, Glastonbury, CT 06033**Tel. No.: **860-633-7039**Fax No.: **860-657-3764**Contract Value: **\$50,000**Contact Person: **Frank Keel**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site fakelectric@sbcglobal.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Fiora Electrical Construction Inc.**Company Address: **46 Britannia Street, Meriden, CT 06450**Tel. No.: **203-235-2588**Fax No.: **203-238-9736**Contract Value: **\$50,000**Contact Person: **John J. Fiora, Jr.**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site **None**Remittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **G.C. Monaco Electric of CT., Inc.**Company Address: **368 1/2 Howe Avenue, Shelton, CT 06484**Tel. No.: **203-929-7970**Fax No.: **203-925-0783**Contract Value: **\$50,000**Contact Person: **Louis R. Martino, Sr.**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site gemect@snet.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **G. Donovan Associates, Inc.**Company Address: **627 Route 32, Franklin, CT 06254**Tel. No.: **860-642-0700**Fax No.: **860-642-7994**Contract Value: **\$50,000**Contact Person: **G. Scott Donovan**

Delivery:

Contact Person Address: **Same**Company E-mail Address and/or Company Web Site scott@gdonovan.com www.gdonovan.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **G.C. Construction Company, LLC**Company Address: **1231 State Street, New Haven, CT 06511**Tel. No.: **203-752-0055**Fax No.: **203-752-0058**Contract Value: **\$50,000**Contact Person: **Thomas Giuliano**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site giuliano@gcconstructionco.com www.gcconstructionco.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **G.L. Capasso, Inc.**Company Address: **15 Oxford Street, New Haven, CT**Tel. No.: **203-469-2810**Fax No.: **203-234-9424**Contract Value: **\$50,000**Contact Person: **Carmin Capasso**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site carmin@gccapasso.com www.gccapasso.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Gesco, Incorporated**Company Address: **29 Fuller Road, Pleasant Valley, Ct 06063**Tel. No.: **860-379-7166**Fax No.: **860-379-7166**Contract Value: **\$50,000**Contact Person: **David Gavrillen**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site gesco@charter.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Hartford Painting Company, LLC**Company Address: **55 Timber Lane, Avon, CT 06001**Tel. No.: **860-673-0553**Fax No.: **860-673-1733**Contract Value: **\$50,000**Contact Person: **Albert Ayoubi**Delivery: **As required**Contact Person Address: **55 Timber Lane Avon, Ct 06001**Company E-mail Address and/or Company Web Site albertayoubi@comcast.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **L. Holzner Electric**Company Address: **596 John Street, Bridgeport, CT 06604**Tel. No.: **203-335-4204**Fax No.: **203-368-3425**Contract Value: **\$50,000**Contact Person: **Joel Yenko**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site jyencho@holznerelectric.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Hunter Mechanical Inc.**Company Address: **223 Wilson Avenue, Norwalk, Ct**Tel. No.: **203-854-1788**Fax No.: **203-853-3709**Contract Value: **\$50,000**Contact Person: **Nancy Firooznia**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site hunter_mechanical@yahoo.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **International Building Maintenance Corporation**Company Address: **P.O. Box 396 Higganum, CT. 06441**Tel. No.: **860-345-2699**Fax No.: **860-345-2199**Contract Value: **\$50,000**Contact Person: **Gabriel Orlalndo**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site internationalbldg@snet.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **J & B Locksmith Service Service**Company Address: **10 Lakeshore Drive B 1, Farmington, Ct 06032**Tel. No.: **860-674-0425**Fax No.: **860-674-0425**Contract Value: **\$50,000**Contact Person: **James Arsenault**Delivery: **As required**Contact Person Address: **P.O. Box 272, Willington, CT 06279**Company E-mail Address and/or Company Web Site jblock1@comcast.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **J.H. LaPierre Jr. & Son LLC**Company Address: **445 Spring Street, Windsor Locks, CT 06096**Tel. No.: **860-654-1981**Fax No.: **860-654-1982**Contract Value: **\$50,000**Contact Person: **Joseph H. LaPierre III**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site joseph.lapierre.jr@snet.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **John Boyle Company**Company Address: **152 South Main Street, New Britain, CT 06051**Tel. No.: **860-224-2436**Fax No.: **860-223-2440**Contract Value: **\$50,000**Contact Person: **J. Michael King**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site flooring@johnboyleco.com www.johnboyleco.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Kelly Construction Services, Inc.**Company Address: **30 Post Road, Enfield, CT 06082**Tel. No.: **860-305-3075**Fax No.: **860-305-3075**Contract Value: **\$50,000**Contact Person: **Kelly Fisher**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site Kelly@kellyc.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **WBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Lighting Services, Inc.**Company Address: **150 Brookside Road, Waterbury, CT 06708**Tel. No.: **203-756-8148**Fax No.: **203-596-8991**Contract Value: **\$50,000**Contact Person: **David G. Cordeau**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site cordeau@lightingservicesinc.net www.lightingservicesinc.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Mattern Construction Inc.**Company Address: **26M Bushnell Hollow Road, Baltic, CT 06330**Tel. No.: **860-887-1998**Fax No.: **860-886-8091**Contract Value: **\$50,000**Contact Person: **Dave L. Labonne**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site dave1@matternconstruction.com www.matternconstruction.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **McAllen Building & Remodeling, Inc.**Company Address: **52 Sherwood Drive, Prospect, CT 06712**Tel. No.: **203-758-3474**Fax No.: **203-758-3474**Contract Value: **\$50,000**Contact Person: **Christine McAllen**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site camm95@comcast.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Mercury Cabling Systems, LLC**Company Address: **300 Avon Street, Stratford, CT 06615**Tel. No.: **203-378-9008**Fax No.: **203-375-9222**Contract Value: **\$50,000**Contact Person: **Gary D. Berlin**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site gary.berlin@mercury-group.com www.mercury-group.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **New England Energy Controls, Inc.**Company Address: **1A East Haddam Industrial Park, P.O. box 463 East Haddam, Ct 06423-0463**Tel. No.: **860-873-9999**Fax No.: **860-873-1899**Contract Value: **\$50,000**Contact Person: **David C. Carpenter**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site necontrols@sbcglobal.net www.NewEnglandEnergyControls.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **New England Masonry & Roofing Company**Company Address: **146 Sheridan Drive, Naugatuck, CT 06770**Tel. No.: **203-729-2266**Fax No.: **203-723-9633**Contract Value: **\$50,000**Contact Person: **Barry Rich**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site brich@nemasonry.com www.nemasonry.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Newington Electric Co.**Company Address: **36 Holland Drive, Newington, CT 06111**Tel. No.: **860-667-1948**Fax No.: **860-667-1430**Contract Value: **\$50,000**Contact Person: **Edward B. Ingalls**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site edingalls@newingtonelectric.com www.newingtonelectric.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Oatley Plumbing, Heating & AC Co., Inc.**Company Address: **306 Oxford Road, Oxford, CT 06478**Tel. No.: **1-888-40oatley**Fax No.: **203-305-3961**Contract Value: **\$50,000**Contact Person: **Brad A. Oatley**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site brad@oatley.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Perfectemp**Company Address: **635 Old Turnpike Road, Plantsville, CT 06479**Tel. No.: **860-628-0466**Fax No.: **860-620-1789**Contract Value: **\$50,000**Contact Person: **Jeffrey A. Swan**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site info@p-temp.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Prime Electric LLC**Company Address: **33 Wisconsin Avenue, Norwich, CT 06360**Tel. No.: **860-889-0823**Fax No.: **860-886-2344**Contract Value: **\$50,000**Contact Person: **Byron Beausoleil**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site byron@primeelectricllc.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Quality Welding LLC**Company Address: **61 East Main Street, Bristol, CT 06010**Tel. No.: **860-585-1121**Fax No.: **860-940-6193**Contract Value: **50,000**Contact Person: **Samuel A. Walters**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site sam@qualityweldingllc.com www.qualityweldingllc.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **R & C Electric LLC**Company Address: **31 Loomis Lane, Bristol, CT 06010**Tel. No.: **860-582-9896**Fax No.: **860-584-1850**Contract Value: **50,000**Contact Person: **Charlotte Angelillo**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site rcelecllc@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **RCMS Controls, Inc.**Company Address: **29 North Plains Highway/Suite 19**Tel. No.: **203-410-7247**Fax No.: **203-284-8561**Contract Value: **50,000**Contact Person: **Robert Croston**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site www.rcmscontrols.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Roberge Painting Co., Inc.**Company Address: **171 Central Street, Forestville, CT 06010**Tel. No.: **860-582-6131**Fax No.: **860-582-9659**Contract Value: **50,000**Contact Person: **Lisa Roberge**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site robergel@snet.net www.robergepainting.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Reliable Mechanical Contractor's LLC**Company Address: **340 Broad Sreet/Suite 202 Windsor, CT 06095**Tel. No.: **860-543-3605**Fax No.: **860-298-9719**Contract Value: **50,000**Contact Person: **Elijah El Hajj Bey**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site relymech@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE, MBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Resource Service, LLC**Company Address: **25 Radel Street, Bridgeport, CT 06607**Tel. No.: **203-332-9189**Fax No.: **203-331-1626**Contract Value: **50,000**Contact Person: **Jimmy Ray Cooper**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site resourcelle@snet.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Roadstone Construction LLC**Company Address: **2 Eastview Terrace, Rocky Hill, Ct 06067**Tel. No.: **860-830-9646**Fax No.: **860-529-9205**Contract Value: **50,000**Contact Person: **Kirk McNulty**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site kirkjess@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Sign Pro, Inc.**Company Address: **168 Stanley Street, New Britain, CT 06051**Tel. No.: **860-229-1812**Fax No.: **860-223-1812**Contract Value: **50,000**Contact Person: **Peter Rappoccio**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site pete@signpro-usa.com www.signpro-usa.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **SK Mechanical, LLC**Company Address: **266 Center Street, Manchester, CT 06040**Tel. No.: **860-533-2320**Fax No.: **860-533-9007**Contract Value: **50,000**Contact Person: **Kevin L. Sperry**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site ksperry@skmechanical-llc.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Solo Mechanical Maintenance**Company Address: **50 Budney Road, Newington, CT 06111**Tel. No.: **860-667-7787**Fax No.: **860-665-0670**Contract Value: **50,000**Contact Person: **Robert Boryczki**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site solomech@aol.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Southern Electric**Company Address: **24 Meadow Street, Hartford, CT 06114**Tel. No.: **860-296-6100**Fax No.: **860-296-6101**Contract Value: **50,000**Contact Person: **Robert Muszynski**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site bob@livecircuits.com www.livecircuits.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Stateline Doors, LLC**Company Address: **6 Dusthouse Road, Enfield, CT 06082**Tel. No.: **860-741-5955**Fax No.: **860-763-7081**Contract Value: **50,000**Contact Person: **Chuck Neri**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site chuck@statelinedoors.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE**Terms: **Net 30 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Superior Heating & Cooling, Inc.**Company Address: **111 Apple Lane, Kensington, CT 06037**Tel. No.: **860-828-9271**Fax No.: **860-828-9381**Contract Value: **50,000**Contact Person: **Richard Solek**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site superior111hc@yahoo.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE**Terms: **Net 30 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Superior Mechanical Systems, Inc.**Company Address: **126 South Turnpike Road, Wallingford, Ct 06492**Tel. No.: **203-265-9333**Fax No.: **203-265-0054**Contract Value: **50,000**Contact Person: **Michael Duane**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site tfrizell@superiorct.comRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE**Terms: **Net 30 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **The C.G. Bostwick Company**Company Address: **41 Francis Avenue, Hartford, CT 06106**Tel. No.: **860-523-5249**Fax No.: **860-523-5938**Contract Value: **50,000**Contact Person: **Richard D. Susca**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site bostwick@snet.netRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE**Terms: **Net 30 Days**Agrees to Supply Political SubDivisions: **Yes****CONTRACTOR INFORMATION:**REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)Company Name: **Total Mechanical Systems, LLC**Company Address: **34 Tiffany Lane, Bristol, CT 06010**Tel. No.: **860-314-1518**Fax No.: **860-314-1613**Contract Value: **50,000**Contact Person: **Nicholas Dell'Aera**Delivery: **As required**Contact Person Address: **Same**Company E-mail Address and/or Company Web Site nick@tmsllc.biz www.tmsllc.bizRemittance Address: **Same**Certification Type (SBE, MBE, WBE or None): **SBE**Terms: **Net 30 Days**Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Vulcan Locksmiths, Inc.**

Company Address: **400 Chapel Road, Unit 3I, South Windsor, CT 06074**

Tel. No.: **860-289-8433**

Fax No.: **860-291-9123**

Contract Value: **50,000**

Contact Person: **Gary or Brenda Bambara**

Delivery: **As required**

Contact Person Address: **Same**

Company E-mail Address and/or Company Web Site vulcanlocke@aol.com

Remittance Address: **Same**

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

Terms: **Net 30 Days**

Agrees to Supply Political SubDivisions: **Yes**

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (<http://www.das.state.ct.us/busopp.asp>)

Company Name: **Yankee Remodeler of New London, Inc.**

Company Address: **95 Truman Street, New London, CT 06320**

Tel. No.: **860-443-6646**

Fax No.: **860-443-5225**

Contract Value: **50,000**

Contact Person: **Harry Mantzaris**

Delivery: **As required**

Contact Person Address: **Same**

Company E-mail Address and/or Company Web Site harry.yankee@snet.net

Remittance Address: **Same**

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

Terms: **Net 30 Days**

Agrees to Supply Political SubDivisions: **Yes**

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

BID NO.:
07PSX0357

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

Standard Bid Terms and Conditions - Page 1 of 3

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

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

Submission of Bids

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

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

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

1. The Bidder fully acknowledges and agrees with all of the terms and conditions contained in this Bid Form SP-19, the accompanying invitation to bid, Form SP-26, and Contract #07PSX0357. Further, if the bidder is awarded a contract for the goods and/or services called for in the invitation to bid, the bidder's signature on Bid Form SP-26 shall mean that the bidder shall be bound by and perform fully in accordance with all of the terms and conditions set forth in the invitation to bid, this Form SP-19 and Contract #07PSX0357 as if the bidder had actually executed Form SP-19 and Contract #07PSX0357 itself.

Guaranty or Surety

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

Samples

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

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

Award

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

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

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

BID NO.:
07PSX0357

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

Standard Bid Terms and Conditions - Page 2 of 3

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

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

Other Requirements

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is **10 December 2007**.

19. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 08/07
Prev. Rev. 05/07

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

BID NO.: 07PSX0357

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

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

20. With regard to a State contract as defined in 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 Contract Exhibit C, SEEC Form 11.

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

CONTRACT
07PSX0357

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Multiple Contractor Award
See Contract Award Schedule for List of Awarded Vendors

FOR THE PURCHASE AND SALE OF
TRADE LABOR SERVICES

This Contract (the “Contract”) is made as of the contract award date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the “Contractor,”) with a principal place of business as indicated on the bid form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Pamela Anderson, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: All Using State Agencies and Political Subdivisions
 - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
 - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
 - (f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in the specifications.

- (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.
 - (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
 - (m) Bidder Parties: A Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from April 1, 2008 through March 31, 2013. The parties may extend this Contract, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

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

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

5. Rejected Items; Abandonment.

- (d) 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:
- (e) 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;
- (1) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (2) 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;

- (3) 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
- (4) 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.
- (f) 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. No amendment to or modification or other alteration of the Contract, including extensions, shall be valid or binding upon the parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date.

- (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 Bidder 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.

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 Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a 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 Bid.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not

limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

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

of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;

- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) 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 Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

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

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

(c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

(d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely

affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

29. **Entirety of Contract.** The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. **Exhibits.** All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. **Executive Orders.** The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 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: Pamela Anderson
36. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the contract, the following insurance:

- (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, Broad Form property damage, Independent Contractors, Products and Completed Operations, Contractual Liability and Explosion/Collapse/Underground (XCU) Coverage (when applicable to the project). 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.
 - (d) Builders Risk: New building and/or additions need to be covered since the structure is the responsibility of the contractor until they turn the building over to the state agency at which time the state agency takes on the responsibility of the building with the State Insurance Program. In general, it has been a savings to proposing if the project is being completed in a state owned building and is already covered by the State's insurance to **not** require this expense.
37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. Parties. To the extent that any Contractor Party or Bidder Party is to participate or Perform in any way, directly or indirectly in connection with the Bid or the Contract, any reference in the Bid and the Contract to "Contractor" or "Bidder" shall also be deemed to include "Contractor Parties" or "Bidder Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Bidder Parties," since it is the parties' intent for the terms "Contractor Parties" and "Bidder Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Bidder."
40. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the Performance.

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

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the 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 Bidder's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other

Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Certification as SC or MBE. The Contractor shall be in breach of this Contract if the Contractor is certified as a “small contractor” or a “minority business enterprise” under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.
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 Contractor 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.

(l) 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.

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

I. Description of Services

- A.** The Trade Labor Contract is to accommodate emergency repairs and may be used for non-emergency (small-scope trade work) with prior approval from DPW. The contact at DPW for this approval is Ed Curley at 713-5714.
- B.** No single job performed under this contract shall exceed \$95,000.00 (price to include labor and material).
- C.** Agencies should contact their Director of Engineering Services or Director of Facilities Management for prior approval from the Department of Public Works for any project.
- D.** Services shall include all labor, equipment and materials to complete licensed, registered, and/or non-licensed services not otherwise covered under separate contract.
- E.** Special Use Provision - Department of Public Works

This contract may be used by the Department of Public Works to perform work not exceeding \$95,000.00 in total on projects which exceed the limits established by Conn. Gen. Stat. § 31-53 regarding Prevailing Wages when the Department of Public Works determines that such work is necessary to accomplish the prompt completion of the project.

Any proposal provided under this special use provision shall include the prevailing wage for all workers. The wages paid to the workers shall be at the prevailing wage established for the project and in accord with the provisions of CGS § 31-53.

- F.** Union Agreement
All work performed under this contract shall not violate any established union contract that the State of Connecticut has with its State employees and it's unions.

II. Trades

A. Services shall include the following trades:

1. Air Conditioning and Ventilation System Repair (Emergency Service Only)
2. Boiler/Burner Repair (Emergency Service Only)
3. Chain Link Fence Replacement and Repair
4. Crack Sealing/Filling Services for repair of parking lots, driveways, tennis courts and tracks
5. Duct Cleaning Services
6. Glaziers
7. HVAC Control System Repair/Maintenance (Emergency Service Only)
8. Locksmith Services
9. Masonry Services (Bricklayer, Cement Mason, Stonemason)
10. Overhead Door Repair
11. Paperhangers
12. Roofers
13. Sandblasters
14. Terrazzo, Tile and Marble Finishers
15. Carpenters
16. Electricians
17. General Contractors
18. Painters
19. Plumbers
20. Welders

- B. The contractor is required to have been licensed/registered with the State of Connecticut in the trade, which they are proposing for a **minimum** of two (2) years at the time of the bid opening.

III. Equipment

A. Non-compensable Equipment

1. Trade related equipment, hand tools and power tools, normally supplied with the labor to complete services are not compensable.
2. The use of this equipment must be included in the Labor rate.

B. Compensable Equipment

When special equipment is required to perform the Work and is approved for use by the ordering agency, compensation to the trade contractor shall be as follows:

1. **Rented Equipment** (Used directly on the Work and by the Contractor's or Subcontractor's own forces) shall be compensable at rental invoice cost to the contractor with no markup allowance.
2. **Owned Equipment** (Used directly on the Work and by the Contractor's or Subcontractor's own forces) shall be compensable at the contractor's standard rate with no markup allowance. Daily rate is not to exceed 3% of the monthly rental rate as identified by a nationally recognized construction cost estimating guide or service.

IV. Material Inventory

- A. All labor, parts and materials shall be provided in accordance with the American Society for Testing and Materials (ASTM) and the American National Standards Institute (ANSI) and the State of Connecticut's Building and Fire Codes.
- B. The work performed by the contractor must comply with the current Connecticut Occupational Safety and Health Standards.
- C. Contractors are required to inform the Department of Administrative Services/Procurement Services of any and all OSHA violations during the term of the contract.
- D. Contractors must classify their work forces under the Internal Revenue Services' guidelines for determining employee/independent contractor relationships.

V. Warranty – Workmanship and Material

- A. Contractors shall warranty all work performed under this contract award for a period of one (1) year from the completion date of service provided.
- B. If during that one (1) year period of warranty, any part installed under the contract fails or does not function properly due to any fault in material or workmanship, the contractor shall, under notice from the agency representative, promptly proceed to repair or replace the faulty item without incurring additional expense to the using agency.

VI. Response Time

- A. The contractor must be radio equipped and have a twenty-four (24) hour emergency telephone number/beeper at which they can be reached in case of an emergency. The telephone number/beeper shall not be forwarded to an answering machine.
- B. Contractors are required to respond within two (2) hours after notification of an emergency call.

VII. Responsibility

A. Agency Responsibility

The Using State Agency reserves the right to interview and/or perform a site inspection of the contractor's facility to determine their ability to perform the required job.

B. Contractor's Responsibility

1. It is not the intent of this Bid to describe all existing conditions.
2. Contractors are responsible for site visit to examine the site with the building maintenance supervisor prior to performing a task.
3. Failure to visit the site and note all conditions will in no way relieve the contractor from completing the work.
4. All contractors are responsible for taking their own field measurements and ascertaining the accuracy of all information relevant to any project.
5. The Using State Agency will not supply, nor be responsible for, the accuracy of measurements and all other related work.
6. The contractor must sign in upon arrival at the jobsite and sign out when leaving the site for any reason.
7. At completion of work and prior to leaving the site, the contractor must submit a work ticket that documents the hours worked, work performed, and the parts and materials used.

VIII. Site Conditions

- A. All work must be performed in a safe manner.
- B. The contractor shall at its sole expense immediately correct any dangerous condition caused by or as a result of the contractor's work.
- C. The contractor shall be held solely responsible for any damage to existing structures, systems, equipment and/or site caused by him or his employees and shall repair or replace same to its original condition at no additional cost to the using state agency.
- D. If any shutdown of services is required, the contractor must contact the using agency prior to shutdown.
- E. The contractor shall keep the site cleaned and swept on a **daily** basis, or more often if required to keep premises clean and safe.
- F. The contractor must remove all rubbish, materials, and debris from the work site on a daily basis.
- G. The contractor shall at its sole expense, replace, repair or otherwise remedy any damage made to the existing grounds or buildings by the contractor in the performance of their work.
- H. Existing walks, driveways and parking areas are to be kept free and clean at all times.
- I. Parking spaces should be arranged with the using state agency. All parking costs are the responsibility of the contractor.

IX. Proper Conduct

- A. The contractor shall adhere to proper conduct at all times.
- B. Proper conduct is meant to include, but shall not be limited to the following:
 - 1. There shall be no weapons, drugs or alcohol on the premises.
 - 2. No smoking on the premises unless there is a smoking designated area and the smoking is conducted in such area designated as smoking area.
 - 3. No exterior doors are left opened or unlocked.
 - 4. The contractor shall be polite and courteous at all times.

X. Temporary Utilities

- A. The contractor shall have temporary use of electrical power from existing outlets as directed by the using agency.
- B. The contractor shall furnish all connections and extensions from these outlets at his own expense.

XI. Storage of Equipment

- A. The contractor shall store all materials, tools and equipment only in areas designated by the using agency.
- B. The contractor shall keep those areas clean and clear of combustible waste.
- C. Any items stored out-of-doors shall be stored off the ground on adequate supports, protected with secure tarpaulins.
- D. The contractor shall provide adequate facilities for the storage of waste materials and rubbish prior to removal from the site. Debris, surplus materials, equipment, etc., shall be removed daily.
- E. No ladders, tools or equipment shall be left unattended.
- F. The contractor shall be solely responsible for damage, loss or liability due to theft or vandalism of his materials, tools and equipment when work is not in progress at night, weekends or holidays.

XIII. Pricing

- A. Pricing submitted must be **net pricing** and shall include the use of tools and small equipment, overhead, and profits. Travel, mileage, meals, and/or miscellaneous expenses are the responsibility of the contractor(s).
- B. Bidders are required to submit pricing only in the counties that they can provide service to. Services in one or more counties may be specified.
- C. Pricing shall remain firm for the first two (2) years of the contract period. Thereafter, vendors may submit a request for adjustment on the yearly anniversary date of the contract. Any request for price adjustment(s) must be submitted thirty (30) days in advance, and in writing to:

Pam Anderson
Das Procurement
State of Connecticut
165 Capitol Avenue, Procurement Services
5th Floor South
Hartford, CT 06106-0414

D. Standard Wages

Contractors must comply with all provisions of Substitute Senate Bill No. 1056, Statute 31-57f, **Standard Wage Rates for Certain Service Workers**. Information regarding this Public Act and when it applies can be obtained from DOL's web site: <http://www.ctdol.state.ct.us/wgwkstnd/wgmenu.htm>. Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, Ct 06109-1114 (860) 263-6790 or his designated representative.

F. Materials

1. Pricing for materials used for the performance of contracted services shall be a percentage mark-up from the vendor's invoice price.
2. The State reserves the right to request copies of invoices for materials furnished from the contractor's supplier.
3. When applicable, State agencies also reserve the right to furnish certain materials required in the completion of work under this contract.

G. Hours of Work

1. Normal working hours are considered to be between 7:00 A.M. and 4:30 P.M. Monday through Friday
2. Overtime rates are considered to be for work performed after 4:30 P.M. Monday through Friday, Weekends and Holidays.
3. Any work performed under the overtime category must be authorized by the using State agency.

XIV. P-Card (Purchasing Credit Card)

The State of Connecticut uses a MasterCard purchasing card for order placement and payment in many instances. Bidders who accept credit cards should anticipate that some or all orders issued as a result of this bid may be paid by using the purchasing card. The Bidder shall be aware that they are responsible for the credit card user-handling fee associated with credit card purchases. Bidders should only charge to the State's MasterCard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Mastercard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

XV. Modifications to Quotes/Proposals - Change Orders

Modifications to the Work, which change the original quote (estimate/proposal) of the trade contractor, will be authorized by a written change order amendment to the Purchase Order issued. Change orders shall identify the condition requiring the modification and the resulting itemized changes in time, equipment and material costs.

Once a job is completed and the actual cost is lower than the original quote, contractors should (in good faith) honor the lower quote.

XVI. Vendor Performance Procedure

- A. Agencies shall promptly notify the Department of Administrative Services in writing of any unsatisfactory service provided by the contractor by forwarding an electronic Vendor Performance Report. The Vendor Performance report can be found on DAS Procurement Website at http://www.das.state.ct.us/Purchase/New_PurchHome/busopp.asp
- B. The contractor shall be notified of the complaint in writing and shall be given five (5) business days to respond to the complaint.
- C. Failure to respond and/or cure, within the allotted five (5) business days, may constitute a breach of contract.

XVII. Disputes

In the event of a disagreement between the State's representative and the contractor regarding interpretation of contractual requirements, the contractor is to

proceed with the work in question, (unless asked to cease by the Using State Agency), under protest until the disagreement is resolved by DAS/Procurement Services. DAS/Procurement Services' decision shall be binding on both parties.

XVIII. Bonding / Performance Requirements

Surety bonds (payment bonds) for labor and materials may be required for projects costing less than \$95,000.00 dollars. If a project is estimated at or above \$95,000.00, the contractor is required to provide a surety (performance) bond for 100% of the amount of the estimate to the using state agency.

A Performance Bond may be required by the using agency for any job estimated to cost more than \$25,000.00.

The bonds will be returned to the contractor after successful completion of the project.

PLEASE SEE OVER FOR JOB SPECIFICATIONS

EXHIBIT A CONTINUED
JOB SPECIFICATIONS AND LICENSING REQUIREMENTS BY POSITION

1. **AIR CONDITIONING (A/C) AND VENTILATION SYSTEM REPAIR:**
(Emergency Service Only)
 - A. **LEAD A/C AND VENTILATION SYSTEM INSPECTOR:**
LICENSE REQUIREMENT: CURRENT D-1 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION:
DUTIES: Performs internal and external inspections of Air Conditioning and Ventilation Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition.
 - B. **A/C AND VENTILATION SYSTEM INSPECTOR:**
LICENSE REQUIREMENT: CURRENT D-2 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION
DUTIES: Works under the employ and general supervision of LEAD A/C AND VENTILATION SYSTEM INSPECTOR.
2. **BOILER/BURNER REPAIR: (Emergency Service Only)**
 - A. **LEAD BOILER INSPECTOR, Unlimited:**
LICENSE REQUIREMENT: CURRENT S-1 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION
DUTIES: Performs internal and external inspections of boilers; witnesses hydrostatic tests on boilers; examines piping systems; inspects for presence of cracked, burned or bagged tubes; examines boiler accessories; inspects repairs and replacement of steam boilers; consults with boiler repairers and approves type of repairs to be made; writes reports and recommends abatements. May install, repair, replace, maintain or alter any apparatus for piping, appliances, devices or accessories for heating systems, excluding sheet metal and solar work.
 - B. **BOILER INSPECTOR, Journeyman, Unlimited:**
LICENSE REQUIREMENT: CURRENT S-2 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION
DUTIES: Works under the general supervision of Lead Boiler Inspector, Unlimited.
 - C. **LEAD BOILER INSPECTOR, Limited:**
LICENSE REQUIREMENT: CURRENT S-3 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION
 - D. **BOILER INSPECTOR, Journeyman, Limited:**
LICENSE REQUIREMENT: CURRENT S-4 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION

3. CHAIN LINK FENCE REPLACEMENT AND REPAIR:

LICENSE REQUIREMENT: NONE

DUTIES: Supervises and coordinates activities involved in chain link fence replacement and repair. Supervises and coordinates the repair and/or replacement of metal fencing surrounding institutional establishments using power tools and hand tools.

4. DUCT CLEANING:

LICENSE REQUIREMENT: CONTRACTORS SHALL BE REGULAR MEMBERS OF THE NATIONAL AIR DUCT CLEANERS ASSOCIATION (NADCA) AND SHALL INDICATE WHETHER THEIR EMPLOYEES ARE CERTIFIED AS AIR SYSTEM CLEANING SPECIALISTS (ASCS) THROUGH THE NADCA.

DUTIES: Clean ductwork internally, unit-by-unit of dust and debris. Ensure that heat exchanger is visibly clean. Ensure that both sides of the cooling coil are visibly clean. Adjust coil fins to be straight and evenly spaced. Ensure that the coil pan is completely clean and draining properly. Access doors to the duct system should be attached with more than just duct tape (i.e. screws, rivets, mastic, etc.). If this is not the case, the contractor shall notify the agency at time of duct cleaning. Ensure that all access doors and covers are tight and leak-free. Ensure that the air plenum is free of visible dust or debris; ensure that filters fit properly and are at the desired efficiency; check to ensure that the air plenum (directly downstream of the air handling unit) is free of moisture stains and contaminants. Ensure that the fan blades are clean and free of oil and debris; ensure that the fan compartment is free of visible dust or debris. Check to ensure that fiberglass material is in good condition and is free of tears and abrasions and is well adhered to underlying materials. Ensure that the air vents have been firmly re-attached to the walls, floors, and/or ceilings. Clean external surfaces of foreign substances which might cause corrosive deterioration of metal or, where ductwork is to be painted, might interfere with painting or cause paint deterioration. Adjust volume control devices, as required by balancing and testing procedures to achieve required air flow. Repair any marred or scratched surfaces with manufacturer's touch-up paint. Ensure that the system is functioning properly after cleaning. Ensure that the operating system is free of any new or unusual noises.

Kitchen Grease Exhaust Systems (KGE systems) may require power washing and hand cleaning of some units to clean down to bare metal. To include, but shall not be limited to cleaning over stoves and grills, ductwork and fans;

All work done must comply with NFPA and SIC codes.

Does not include dismembering of duct units or cleaning of combustion chambers.

5. GLAZIER:

AUTOMOTIVE GLASS WORK AND FLAT GLASS WORK LICENSE TYPES:

In accordance with Connecticut General Statute Chapter 393 Sections 20-330 through 20-341, all persons engaged in flat glass and automotive glass work must be licensed. The following is information regarding licensure and penalties for failure to comply.

FG-1 – (Unlimited Contractor’s license for Flat Glass Work)

The holder of this license may perform the installation, maintenance, or repair of flat glass in residential or commercial structures. An Unlimited Contractor's License for flat glass work may be issued to any person who has served as a Journeyman in the Flat Glass Work trade for not less than two years and has demonstrated such person's competency to perform all services included in this trade by successfully completing the applicable state licensure examination.

FG-2 – (Unlimited Journeyman’s License for Flat Glass Work)

The holder of this license may perform the installation, maintenance, or repair of flat glass in residential or commercial structures. An Unlimited Journeyman's License may be issued to any person who has completed a bona fide apprenticeship program, including not less than three years' experience in the Flat Glass Work trade and has demonstrated such person's competency to perform all services included in this trade by successfully completing the applicable state licensure examination.

AG-1 – (Unlimited Contractor’s license for Automotive Glass Work)

"Automotive glass work" means installing, maintaining or repairing fixed glass in motor vehicles. An Unlimited Contractor's License for Automotive Glass Work may be issued to any person who has served as a Journeyman in the Automotive Glass Work trade for not less than two years. The holder of this license may install, maintain, or repair fixed glass in motor vehicles.

AG-2 – (Unlimited Journeyman’s License for Automotive Glass Work)

"Automotive glass work" means installing, maintaining or repairing fixed glass in motor vehicles. An Unlimited Journeyman's License may be issued to any person who has completed a bona fide apprenticeship program, including not less than one year experience in the Automotive Glass Work trade and has demonstrated such person's competency to perform all services included in this trade by successfully completing the applicable state licensure examination.

Journeyman Applicants’ must submit a “Letter of Apprenticeship Completion” obtained from the State of Connecticut, Department of Labor with their application for the Unlimited Journeyman’ License for License Types AG-2 and FG-2 types.

Connecticut Department of Labor
Office of Apprenticeship Training
200 Folly Brook Boulevard
Wethersfield, CT. 06109-1114
Telephone: (860) 263-6085

Facsimile: (860) 263-6088
Website: <http://www.ctapprenticeship.com>

Limited Auto glass repair license types

The following limited Auto Glass Repair License types may be issued by the Commissioner of Consumer Protection for a durational period of time and limited Repair scope of work provided that such applicant for licensure has experience and related instruction that the Commissioner deems necessary for the effective enforcement of Public Act. 01-66; and until an examination is created using the A.N.S.I. Standards of practice for auto glass repair, and /or other reference's the Commissioner deems necessary to qualify such person to be issued a Auto Glass Repair journeyman or contractor type license.

Limited Auto glass Repair Contractor (AG-3)

The holder of this license may perform work limited to the repair of damage occurring in laminated glass in compliance with the conditions set forth in the Connecticut Automotive Glass Standards of Practice section titled: Windshield Repair. A Limited Auto glass Repair Contractor license may be issued to any person who has served as a Journeyman in the Automotive Glass Work trade for not less than two years and has demonstrated such person's competency to perform all services included in this trade by successfully completing the applicable state licensure examination.

All repairs may be made, but not more than five (5) in total, which do not exceed the following conditions:

Do not exceed the following repair conditions:

1. The impact point is not larger than 3/8"
2. Individual impact damage (not classified as "Combination Break") is not larger than 1" (or just slightly larger than a U.S. quarter)
3. A combination break has cracks of less than 6" and the entire damage area can be completely covered by a U.S. \$1 bill
4. Crack damage is not caused by "stress"
5. No more than one repair, not larger than 3/8" is permitted inside the acute area which is defined as "within the area covered by the sweep of the driver's side wiper originally

provided by the manufacturer or in the case of one original wiper provided by the manufacturer, the driver's side half of the windshield”

Limited Repair Journeyman (AG-4).

The holder of this license may perform work limited to the repair of damage occurring in laminated glass in compliance with the conditions set forth in the Connecticut Automotive Glass Standards of Practice section titled: Windshield Repair and only while under the direct employ of a properly licensed Contractor for such work.

The requirements to qualify for this limited license exam shall be the completion of a Department approved training program or equivalent experience and training as determined and has demonstrated such person's competency to perform all services included in this trade by successfully completing the applicable state licensure examination.

**NOTE: Registration as a current Major Contractor (General Contractor) is required if work provided for this trade effects either the weight bearing or structural integrity of the building being worked on. Non-supporting or cosmetic work does not require registration as a current Major Contractor (general contractor) with the Department of Consumer Protection.*

6. HVAC CONTROL SYSTEM REPAIR/MAINTENANCE:

A. LEAD HVAC INSPECTOR:

LICENSE REQUIREMENT: DEPENDING ON WORK TO BE PERFORMED, CAN HOLD ONE OR A COMBINATION OF ANY OF THE FOLLOWING LICENSES: S-1; S-3; S-7; D-1

DUTIES: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Shall not include solar work.

B. HVAC INSPECTOR, Journeyman:

LICENSE REQUIREMENT: DEPENDING ON WORK TO BE PERFORMED, CAN HOLD ONE OR A COMBINATION OF ANY OF THE FOLLOWING LICENSES: S-2; S-4; S-8; D-2

DUTIES: Performs inspections of Heating and Air Conditioning Systems; writes reports and recommends service. May repair, replace, maintain, or alter systems to ensure proper working condition. Works in the employ of the Lead HVAC Inspector. Shall not include solar work.

7. LOCKSMITH:

LICENSE REQUIREMENT: NONE

DUTIES: To be utilized in emergency situations (i.e. lockouts, broken keys). Purchase of locks and lock parts should be made by the agency through the current contract award for Locks and Lock Parts. If the awarded contractor on the locks and lock parts contract cannot supply the needs of the agency, agencies can utilize the trade labor contract for services required. Installs, repairs, rebuilds, and services mechanical or electrical locking devices, using handtools and special equipment: Disassembles locks, such as padlocks,

safe locks, and door locks, and repairs or replaces worn tumblers, springs, and other parts. Inserts new or repaired tumblers into lock to change combination. Cuts new or duplicate keys, using keycutting machine. Moves lockpick in cylinder to open door locks without keys. Opens safe locks by drilling. May keep records of agency locks and keys. Projects of a larger magnitude should be bid out as a separate project.

8. MASONRY SERVICES (Brick, Cement, Stone):

LICENSE REQUIREMENT: MAY REQUIRE MAJOR CONTRACTOR (General Contractor) REGISTRATION WITH THE DEPARTMENT OF CONSUMER PROTECTION*

DUTIES:

A. BRICKLAYER:

DUTIES: Lays building materials, to construct or repair walls, partitions, arches, sewers, and other structures: Measures distance from reference points and marks guidelines on working surface to lay out work. Spreads soft bed of mortar that serves as bed and binder for block. Levels, aligns and embeds brick into mortar. Removes excess from face of block and finishes with pointing tool or trowel. Determines vertical and horizontal alignment of courses, using plumb bob, gaugeline and level. Fastens brick to terra cotta veneer to face of structures, with tie wires embedded in mortar between bricks, or in anchor holes in veneer brick. May weld metal parts to steel structural members. May apply plaster to walls to complete work.

B. CEMENT MASON:

DUTIES: Smooths and finishes surfaces of poured concrete floors, walls, sidewalks or curbs to specified textures using handtools or power tools, including floats, trowels and screeds: Signals concrete deliverer to position truck to facilitate pouring of concrete. Moves discharge chute of truck to direct concrete into forms. Spreads concrete into inaccessible sections of forms, using rake or shovel. Levels concrete to specified depth and workable consistency, using hand held screed and floats to bring water to surface and produce soft topping. Smooths and shapes surfaces to freshly poured concrete, using straightedge and float or power screed. Finishes concrete surfaces, using power trowel, or wets and rubs concrete with abrasive stone to impart finish. Removes rough or defective spots from concrete surfaces, using power grinder or chisel and hammer, and patches holes with fresh concrete or epoxy compound. Molds expansion joints and edges, using edging tools, jointers and straightedge. May sprinkle colored stone chips, powdered steel, or coloring powder on concrete to produce prescribed finish. May produce rough concrete surface, using broom. May mix cement, using hoe or concrete-mixing machine. May direct mixing of concrete, and setting of forms. May specialize in finishing steps and stairways. May break up and repair old concrete surfaces, using pneumatic tools.

C. STONEMASON:

DUTIES: Sets stone to build stone structures, such as piers, wall and abutments, or lays walks, curbstones, or special types of masonry, such as alberene (acid-resistant soapstone for vats, tanks and floors), using mason's tools: Shapes stone preparatory to setting, using chisel, hammer, and other shaping tools. Spreads mortar over stone and foundation with trowel and sets stone in place by hand or with aid of a crane. Aligns stone with plumbline and finishes joints between stone with pointing trowel. May spread mortar along mortar guides to ensure joints of uniform thickness. May clean surface of finished wall to remove mortar, using muriatic acid and brush.

****NOTE: Registration as a current Major Contractor (General Contractor) is required if work provided for these trades effects either the weight bearing or structural integrity of the building being worked on. Non-supporting or cosmetic work does not require registration as a Major Contractor (general contractor) with the Department of Consumer Protection.***

9. OVERHEAD DOOR REPAIR:

LICENSE REQUIREMENT: NONE

DUTIES: Installs, services, and repairs opening and closing mechanisms of automatic doors. Bores and cuts holes in flooring, using handtools and power tools. Sets in and secures floor treadle for activating mechanism and connects hydraulic powerpack and electrical panelboard to treadle. Tests system. Repairs nonoperating systems, using handtools, blueprints, and schematic diagrams. May install systems actuated by electronic-eye mechanism.

10. PAPERHANGER:

LICENSE REQUIREMENT: NONE

DUTIES: Covers interior walls and ceilings or rooms with decorative wallpaper or fabric, using handtools: Measures walls and ceiling to compute number and length of strips required to cover surface. Sets up pasteboard and erects scaffolding. Marks vertical guideline on wall to align first strip, using plum bob and chalkline. Smooths rough spots on walls and ceilings, using sandpaper. Fills holes and cracks with plaster, using trowel. Removes paint, varnish and grease from surfaces, using paint remover and water soda solution. Applies acetic acid to damp plaster to prevent lime from bleeding through the paper. Applies sizing to waterproof porous surfaces, using brush, roller, or pasting machine. Measures and cuts strips from wall of wallpaper or fabric, using shears or razor. Mixes paste to desired consistency and brushes paste on back of wallpaper or fabric, using paste brush. Trims selvage (rough edge) from strips, using straightedge and trimming knife. Places paste-coated strips on wall or ceiling to match adjacent edges of figured strips, and smooths strips with dry brush or felt-covered roller to remove wrinkles and bubbles. Smooths joints with seam roller and trims excess material at ceiling and baseboard, using knife. Removes old paper, using water, steam machine, or chemical remover and scraper.

11. PARKING LOT, DRIVEWAY, TENNIS COURT, & TRACK REPAIR SEALING CRACK FILLING:

LICENSE REQUIREMENTS: NONE

DUTIES: The intent of this service is to enable agencies to make repairs to existing parking lots, driveways, tennis courts, tracks, etc. and to be able to apply hot rubberized sealing to seal cracks/holes on those surfaces. Duties include, but are not limited to: patching of potholes, repair of curbing, sealing of cracks, and application of sealed coating on existing surfaces which are not currently included as part of the current contract award for Sealing of Joints and Cracks in Highways. If agencies cannot obtain the services of a contractor listed on the current Sealing of Joints and Cracks in Highways contract award, then they may utilize this contract for service required. In addition, if agencies cannot obtain the services of a contractor for paving of surfaces from the current contract award for Bituminous Materials Complete-In-Place, then they may utilize this contract award for service required.

12. ROOFER:

LICENSE REQUIREMENT: CURRENT LICENSE AS A MAJOR CONTRACTOR (General Contractor) ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES:

Covers roofs with roofing materials other than sheetmetal, such as composition shingles or sheets, wood shingles, or asphalt and gravel, to waterproof roofs: Cuts roofing paper to size, using knife, and nails or staples it to roof in overlapping strips to form base for roofing materials. Aligns roofing material with edge of roof, and overlaps successive layers, gauging distance of overlap with chalkline, gauge on shingling hatchet, or by lines on shingles. Fastens composition shingles or sheets to roof with asphalt, cement, or nails. Punches holes in slate, terra cotta, or wooden shingles, using punch and hammer. Cuts strips of flashing and fits them into angles formed by walls, vents, and intersecting roof surfaces. When applying asphalt or tar and gravel to roof, mops or pours hot asphalt or tar onto roof base. Applies alternate layers of hot asphalt or tar and roofing paper until roof covering is as specified. Applies gravel or pebbles over top layer, using rake or stiff-bristled broom. May attach shingles to exterior walls and apply roofing paper and tar to shower pans, decks, and promenades to waterproof surfaces. May remove existing roofing materials to prepare for new roof. Includes repairs to all types of commercial roofing systems including, but not limited to the following: Asphalt build-up, coal-tar build-up, and single ply EPDM. Capable of effecting repairs to flashing/coping systems including, but not limited to the following: KMM, fabric, metal and EPDM.

13. SANDBLASTER:

LICENSE REQUIREMENT: NONE

DUTIES: Abrades surfaces of metal or hard-composition objects to remove adhering scale, sand, paint, grease, tar, rust, and dirt, and to impart specified finish, using abrasive-blasting equipment: Shovels or pours abrasives, such as sand, grit, or shot of specified grade into machine hopper. Masks specified areas of object to protect from abrading action. Loads parts on racks in enclosed rooms, into tumbling barrels, or into cabinets.

Regulates pressure and composition of abrasive mixture flowing through nozzle or tumbling barrel. May examine finished parts to ensure conformance to specifications.

14. TERRAZZO, TILE AND MARBLE FINISHERS:

LICENSE REQUIREMENT: NONE

A. MARBLE FINISHER:

Supplies and mixes construction materials. Applies grout and cleans installed marble. Mixes mortar, plaster, and grout, as required. Selects marble slab for installation, following numbered sequence or drawings. Drills holes and chisels channels in edges of marble slabs to install metal wall anchors, bends wire to form metal anchors, inserts anchors into drilled holes of marble slab, and secures anchors in place. Moves marble slabs to installation site, using dolly, hoist, or portable crane. Fills marble joints and surface imperfections with grout, removes excess grout, using wet sponge. Installs marble. Grinds and polishes marble, using abrasive, chemicals, and manual or machine grinding and polishing techniques. Cleans installed marble surface. May repair and fill chipped, cracked, or broken marble pieces.

B. TERRAZZO FINISHER:

Supplies and mixes construction materials. Installs terrazzo. Applies grout and cleans installed terrazzo. Applies curing agent to installed terrazzo to promote even curing. Grinds surface of cured terrazzo, using power grinders, to smooth and prepare for grouting. Spreads grout across terrazzo to fill surface imperfections. Finishes and polishes surface of terrazzo, when grout has set,

using power grinders. Washes surface of polished terrazzo, using cleaner and water, and applies sealer, according to manufacturer's instructions, using brush. May position and secure membrane and wire mesh prior to pouring base materials for terrazzo installation. May spread marble chips or other material over fresh terrazzo surface and press into terrazzo, using roller. May cut divider and joint strips to size as directed. May cut grooves in terrazzo stairs, using power grinder, and fill grooves with nonskid materials.

C. TILE FINISHER:

Supplies and mixes construction materials. Installs tile. Applies grout, and cleans installed tile. Applies grout between joints of installed tile. Removes excess grout from tile joints with wet sponge and scrapes corners and crevices with trowel. Wipes surface of tile after grout has set to remove grout residue and polish tile, using nonabrasive materials. May apply caulk, sealers, acid, steam, or related agents to caulk, seal, or clean installed tile, using various application devices and equipment. May position and secure metal lath, wire mesh, or felt paper prior to installation of tile. May cut marked tiles to size, using power saw or tile cutter.

15. CARPENTRY SERVICES:

A. CARPENTER, WORKING SUPERVISOR

LICENSE REQUIREMENT: CURRENT LICENSE AS A MAJOR CONTRACTOR (General Contractor)

THROUGH THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES: Supervises and coordinates activities of workers engaged in the construction, installation, and repair of structures and fixtures. Layout and install metal studs, hang tape sheetrock, install grid work and ceiling tiles. Read blueprints. Lays out floor plan and cabinetwork, using rule, square, and calipers. Selects materials and structural units including lumber, prefabricated doors, cabinets and paneling, and inspects to insure conformance with provisions of building code and local ordinance. Determines sequence of activities concerned with fixture assembly, and erection of structure. Assigns workers to such tasks as cutting materials to size, building concrete forms, erecting wood framework, and laying flooring, surface sanding and application of surface sealant. Inspects work performed by subcontractors, including ductwork, wiring, and pipe installation to insure conformance with specifications. May supervise workers engaged in building structures such as cofferdams, trestles, and supports for concrete forms. Prepares cost estimates.

B. CARPENTER, COMMON LABORER

LICENSE REQUIREMENT: CURRENT LICENSE AS A MAJOR CONTRACTOR (General Contractor) THROUGH THE DEPARTMENT OF CONSUMER PROTECTION (see over)

DUTIES: Performs any combination of duties on construction projects, usually working in utility capacity, by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

C. CARPENTER, ROUGH & FINISH

LICENSE REQUIREMENT: CURRENT LICENSE AS A MAJOR CONTRACTOR (General Contractor) THROUGH THE DEPARTMENT OF CONSUMER PROTECTION.

DUTIES: Constructs, erects, installs, and repairs structures and fixtures using carpenter's hand tools and power tools, and conforming to local building codes: studies blueprints, sketches, or building plans for information pertaining to type of materials required, and dimensions of structures and fixtures to be fabricated. Selects specified type of materials. Prepares layout, using rules, framing square, and calipers. Marks cutting assembly lines on materials, using pencil, chalk, and marking gauges. Shapes materials to prescribed measurements, using saws, chisels, and planes. Assembles cut and shaped materials and fastens them together with nails, dowel, pins or glue. Verifies trueness of structure using plumb bob and carpenter's level. Erects framework for structures and lays subflooring. Builds stirs and lays out and installs partitions and cabinet work. Covers subfloor with building paper to keep out moisture and lays hardwood, parquet, and wood-strip-block floors by nailing to subfloor or cementing them to mastic or asphalt base. Applies shock-absorbing, sound-deadening and

decorative paneling to ceilings and walls. Fits and installs prefabricated window frames; doors, door weather stripping, interior and exterior trim and finish hardware including locks, letterdrops and kick plates. Constructs forms and chutes for pouring concrete. Erects scaffolding and ladders for assembling structures above ground level. Layout and installation of metal studs, and tape sheetrock, install ceiling grid work and ceiling tiles.

16. ELECTRICIAN'S SERVICES:

A. ELECTRICIAN, WORKING SUPERVISOR:

LICENSE REQUIREMENT: CURRENT E-1 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES: Installs, erects, maintains, alters or repairs any wire, cable, conduit, busway, raceway, support, insulator, conductor, appliance, apparatus, fixture or equipment which generates, transforms, transmits or uses electrical energy for light, heat, power or other purposes. Shall not include low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system. Will coordinate, layout, estimate and oversee the work of others.

B. ELECTRICIAN, JOURNEYMAN ELECTRICIAN

LICENSE REQUIREMENT: CURRENT E-2 LICENSE
ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES: May do the same work as an E-1 licensee, but only while in the employ of a contractor licensed for such work.

C. ELECTRICIAN, APPRENTICE

LICENSE REQUIREMENT: MUST BE REGISTERED WITH THE STATE
LABOR DEPARTMENT AS AN ELECTRICAL APPRENTICE.

DUTIES: May do the same work as an E-1 or E-2 licensee, but only with direct supervision of a contractor licensed electrical contractor through the Department of Consumer Protection.

17. GENERAL CONTRACTOR (Major Contractor):

LICENSE REQUIREMENT: CURRENT MAJOR CONTRACTOR LICENSE ISSUED
BY THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES: Performs highly skilled maintenance and/or construction work requiring the application of trade skills, codes, and standard trade practices in a variety of trade areas including but not limited to: electrical, plumbing, carpentry, HVAC, glazing, masonry, painting work, etc.; makes estimates of time, personnel, and material required on assigned tasks; keeps necessary records; in small trade areas, may be the sole worker running a skilled trade area; performs duties related to the trade or trade areas as required; considerable knowledge of and ability to apply the standard tools, materials, methods, and practices of a variety of trade areas. The Major Contractor shall oversee the construction, structural repair, structural alteration, dismantling, or demolition of any structure or addition performed by an approved list of subcontractors. Such work shall include, but not be limited to, carpentry, roofing, masonry, and structural framing.

18. PAINING SERVICES:

A. PAINTER, WORKING SUPERVISOR:

LICENSE REQUIREMENT: NONE

DUTIES: Coordinates, plans, estimates and oversees the work of others.

B. PAINTER, JOURNEYMAN PAINTER:

LICENSE REQUIREMENT: NONE

DUTIES: Applies coats of paint, varnish, stain, enamel, or lacquer to decorate and protect interior and exterior surfaces, trimming and fixtures of buildings, and other structures: smooths surfaces using sand paper brushes, or steel wool and removes old paint from surfaces using paint remover, scraper, wire brush, or blowtorch to prepare surfaces for painting. Fills nail holes, cracks, and joints with putty, plaster, or other filler. Selects premixed paints, or mixes required portions of pigment oil and thinning and drying substances to prepare paint that matches specified colors. Paints surfaces using brushes, spray gun or rollers. Simulates wood grain, marble, brick or tile effects. Applies paint with cloth, brush, sponge, or finers to create special effects. Erects scaffolding or sets up ladders to perform tasks above ground level.

19. PLUMBING SERVICES:

A. PLUMBER, SUPERVISOR

LICENSE REQUIREMENT: CURRENT P-1 LICENSE

ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES: Installs, repairs, replaces, alters or maintains gas, water, and associated fixtures, laboratory equipment, sanitary equipment, other than subsurface sewage disposal systems, fire prevention apparatus, all water systems for human usage, sewage treatment facilities and all associated fittings within a building and shall include lateral storm and sanitary lines from building to the mains, swimming pools and pumping equipment, and shall include making connections to back flow prevention devices, and shall include low voltage wiring, not exceeding twenty-four volts, used within a lawn sprinkler system. Shall not include solar work, except for the repair of those portions of a solar hot water heating system, which include the basic domestic hot water tank and the tie-in to the potable water system. Shall not include the installation, repair, replacement, alteration or maintenance of fire prevention apparatus within a structure, except for standpipes, which are not connected to sprinkler systems. Trains new workers. Inspects work in progress and completed work to determine conformance to specifications.

B. PLUMBER, JOURNEYMAN

LICENSE REQUIREMENT: CURRENT P-2 LICENSE

ISSUED BY THE DEPARTMENT OF CONSUMER PROTECTION

DUTIES: May do the same work as the P-1 licensee, but only in the employ of a contractor licensed for such work. Assembles, installs, and repairs pipes, fittings, and fixtures of (heating), water, and drainage systems, according to specifications

and plumbing codes: studies building plans and working drawings to determine work aids required and sequence installations. Inspects structure to ascertain obstructions to be avoided to prevent weakening of structure resulting from installation of pipe. Locates and marks position of pipe connections and passage holes for pipe in walls and floors, using ruler, spirit level, and plumb bob. Cuts openings in walls and floors to accommodate pipe and pipe fittings, using hand tools and power tools. Cuts and threads pipe, using pipe cutters, cutting torch, and pipe threading machine. Bends pipe to required angle by use of pipe-bending machine or by placing pipe over block and bending it by hand. Assembles and installs valves, pipe fittings, and pipes composed of metals, such as iron, steel, brass, and lead and nonmetals, such as glass, vitrified clay, and plastic, using hand tools and power tools. Joins pipes by use of screws, bolts, fittings, solder, plastic solvent and caulk joints. Fills pipe system with water or air and reads pressure gauges to determine whether the system is leaking. Installs and repairs plumbing fixtures, such as sinks, commodes, bathtubs, water heaters, hot water tanks, garbage disposal units, dishwashers, and water softeners. Repairs and maintains plumbing by replacing washers in leaky faucets, mending burst pipes and opening clogged drains. May weld holding fixtures to steel structural members.

20. WELDING SERVICES

A. WELDER, WORKING SUPERVISOR

LICENSE REQUIREMENTS: License as required for specific types of job (i.e., Pressure Valve, Gas Line, Bridge, and Structural, etc).

DUTIES: Supervises and coordinates activities of workers engaged in the welding construction, fabrication, installation and repair of structures and fixtures. Reads blueprints, perform highly skilled welding tasks in accordance with standard trade practices, weld metal parts by oxyacetylene torch and welding rods or electric welding apparatus (i.e., Mig, Tig, Stick, Heli-Arc, etc.), lays out work and assigns workers to such tasks as cutting material and erecting steel structures and fixtures, selects materials and structural units and inspects to insure conformance with provisions of building code and local ordinances, determines sequence of events concerned with fixture assembly and erection of structure, prepares cost estimates, inspects work of subcontractors to insure conformance with specifications, considerable knowledge of and ability to apply standard tools, materials, methods and practices, interpersonal skills, oral and written communication skills, and ability to prepare estimates and keep accurate job records.

B. WELDER, COMMON LABORER

LICENSES: As Required

DUTIES: Performs any combination of duties on welding projects, usually works in utility capacity by transferring from one task to another where demands require worker with varied experience and ability to work without close supervision.

EXHIBIT A CONTINUED
BADGING REQUIREMENTS FOR THE DEPARTMENT OF TRANSPORTATION
BRADLEY INTERNATIONAL AIRPORT

BADGING:

The contractor is further advised that all employees must pass all standard security requirements (based on activity and location) and pass prescribed driver training.

All persons working at Airport are required to have and properly display an individual, valid, security identification badge. The security badge will be issued upon the successful completion of a criminal history records check, and training/testing program – all administered by Airport personnel. The cost per person is \$50. This charge is subject to change. Persons with felony convictions will be evaluated on an individual basis. The proposer will be required to comply with any and all future security and badge requirements.

The Proposer agrees to assign at least one individual, to a maximum of three individuals, to act as Authorized Supervisor for the airport. This individual will be required to sign an Authorized Supervisor agreement, and to abide by the terms of that agreement which includes, but is not limited to, the immediate return of terminated/transferred employees' security badges, limiting dissemination of security related information, and payment of any applicable federal or state penalty (eg: \$100 per badge for unreturned badges or for any badge not returned by any terminated or transferred employee; up to \$11,000 per occurrence for an individual employee's failure to comply with security regulations, such as failure to properly display security badge or failure to control access through a secured door.)

The Airport reserves the right to suspend and/or terminate security privileges of individual employees pending investigation of any employee allegedly in violation of any security regulations. Security privileges for the entire company may also be suspended and/or terminated for failure to comply with all security regulations.

EXHIBIT A CONTINUED
DEPARTMENT OF CORRECTION REQUIREMENTS FOR CONTRACTORS WHO
PERFORM WORK AT CORRECTIONAL FACILITY

1. Department of Correction Facilities:

A. Facility Admittance

1. Due to the location and nature of the work, the contractors shall be required to issue identification badges to each of their employees. These badges shall be worn in plain sight at all times within the confines of the Correctional Facility.
2. All bidders and contracted personnel shall provide to the Facility Maintenance Supervisor the following information at least 24 hours in advance of being admitted in site:
 - a. Name
 - b. Date of Birth
 - c. Social Security Number
 - d. Driver's License Number

B. Official Working Rules

The following are a list of Official Working Rules submitted by the Department of Correction, which the Contractor shall be obligated to follow:

1. No verbal or personal contact with any inmates.
2. All workmen will work under the observation of an assigned correctional officer or supervisor who will check them in and out.
3. Equipment will be checked daily and, when not in use, locked in a secure place as the facility officials may direct.
4. Hacksaws, blades, and files will remain in the custody of the officer assigned, except when actually being used.
5. The correctional officials reserve the right to refuse admittance to any workman for any cause the correctional officials deem sufficient.
6. In the event of any emergency, all outside workmen will be escorted outside the facility by the correctional official.
7. All questions pertaining to interruptions of service or to safety of the facility, will be taken up with the appropriate correctional official.
8. Work at the facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum

allowable working day being 8 hours. No work shall be carried on at the facility on any Saturday, Sunday or Holiday, unless there is an emergency requirement.

9. The contractor shall insure that when all apparatus is not in use, it will be made unusable or be supervised to prevent use by inmates for escape.
10. The contractor shall supply, to the agency, a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the premises.

C. "Rules and Regulations of the Dept. of Correction Facility"

All persons employed or entering the Dept. of Correction facility shall read the following rules and regulations and extracts of the laws governing the introduction and control of contraband. Each employee or person shall sign this paper to assure that he/she understands the penalties imposed for violation of these rules and regulations.

1. Restricted Areas

All persons except Correctional personnel employees, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, written permission must be granted by the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

2. Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything to an inmate. Inmates are accountable to Correctional personnel only, no other person shall have any conversation or dealings with inmates without the approval of the Correction authorities.

3. Vehicle Control

Any persons entering upon the Correction grounds, shall remove the ignition keys and lock the vehicle when they leave it for any reason.

4. Contraband

Clothing or contraband shall not be brought into or onto the Correction facility's grounds or left in a vehicle. Contraband is defined in subsequent paragraphs and all persons are subject to these Department of Correction Facility Rules and Regulations concerning contraband when on the Correction facility's grounds.

The introduction or attempt to introduce into or upon the grounds of the Correction facility or the taking or attempt to take or send therefrom

anything whatsoever without the knowledge of the Facility supervisor is prohibited.

Contraband may be defined as any article whatsoever which is unauthorized under the circumstances and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal) instruments and the like. Any questions which may arise regarding such matters should be promptly discussed with the Facility supervisor.

Failure or negligence in complying with these regulations will result in immediate disciplinary action and/or removal from the site.

D. "State Laws Governing Contraband"

1. P.A. 73-639 Section 16. Section 53a-174 of the 1971 noncumulative supplement of General Statutes, as amended by number 12 in lieu thereof:
 - a. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any corrections or humane institution or the grounds or buildings thereof, or to an inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate any controlled drug, as defined in Section #443, any intoxicating liquors, and firearm, weapon, DANGEROUS INSTRUMENTS or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, for a Class D Felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.

The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
 - b. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys within the enclosure to the outside of such institution any letter or other missive written or given by person confined therein, shall be guilty of a Class A misdemeanor. Penalty for a Class "All misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.
 - c. Any person or visitor who enters or attempts to enter a Correctional Institution or facility by using a misleading or false name or title shall be guilty of a Class A misdemeanor.
2. Sec. 17 Section **53a-174a** of said supplement is repealed and the following is substituted in lieu thereof:

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

EXHIBIT B

Please see over for Contract Award Schedule

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

State of Connecticut

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EXHIBIT B PRICE SCHEDULE

			Fairfield County		Hartford County		Litchfield County		Middlesex County		New Haven County		New London County		Tolland County		Windham County		
		Percentage Mark-Up for Materials	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	
VENDOR NAME																			
		RCMS Controls	40%	\$106.00	\$159.00	\$96.00	\$144.00	\$106.00	\$159.00	\$96.00	\$144.00	\$96.00	\$144.00	\$106.00	\$159.00	\$106.00	\$159.00	\$106.00	\$159.00
		Reliable Mechanical	30%	\$124.50	\$124.50	\$85.00	\$124.50	\$124.50	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50
		Perfectemp, Inc.	30%	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00
		SK Mechanical, LLC	18%	No Bid	No Bid	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00
		Solo Mechanical	30%	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid
		Superior H & C	35%	No Bid	No Bid	\$95.00	\$142.50	No Bid	No Bid	\$95.00	\$142.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Superior Mechanical Systems	15%	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	No Bid	No Bid	No Bid	No Bid
		Total Mechanical	25%	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50
c	Lead Boiler Inspector - Limited																		
		Chase Mechanical	35%	\$118.00	\$165.00	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$93.00	\$139.50	\$118.00	\$165.00	\$93.00	\$139.50	\$118.00	\$165.00
		Central Mechanical Services, Inc.	25%	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00
		Conn. Boiler Repair & Mfg. Co.	25%	No Bid	No Bid	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00
		G. Donovan Associates	20%	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00
		Mattern Construction	40%	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$115.00	\$172.50	\$125.00	\$187.50	\$125.00	\$187.50
		Oatley Plumbing, Heating & A/C	40%	\$105.00	\$125.00	\$95.00	\$115.00	\$105.00	\$125.00	\$105.00	\$125.00	\$95.00	\$115.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Perfectemp, Inc.	30%	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00
		RCMS Controls	40%	\$106.00	\$159.00	\$96.00	\$144.00	\$106.00	\$159.00	\$96.00	\$144.00	\$96.00	\$144.00	\$106.00	\$159.00	\$106.00	\$159.00	\$106.00	\$159.00
		Reliable Mechanical	30%	\$124.50	\$124.50	\$85.00	\$124.50	\$124.50	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50
		SK Mechanical, LLC	18%	No Bid	No Bid	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00
		Solo Mechanical	30%	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid
		Superior H & C	35%	No Bid	No Bid	\$95.00	\$142.50	No Bid	No Bid	\$95.00	\$142.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Superior Mechanical Systems	15%	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	No Bid	No Bid	No Bid	No Bid
		Total Mechanical	25%	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50
d	Boiler Inspector, Journeyman - Limited																		
		Chase Mechanical	35%	\$118.00	\$165.00	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$93.00	\$139.50	\$118.00	\$165.00	\$93.00	\$139.50	\$118.00	\$165.00
		Central Mechanical Services, Inc.	25%	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00
		Conn. Boiler Repair & Mfg. Co.	25%	No Bid	No Bid	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00	\$85.00	\$120.00
		G. Donovan Associates	20%	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00
		Mattern Construction	40%	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$115.00	\$172.50	\$125.00	\$187.50	\$125.00	\$187.50
		Oatley Plumbing, Heating & A/C	40%	\$105.00	\$125.00	\$95.00	\$115.00	\$105.00	\$125.00	\$105.00	\$125.00	\$95.00	\$115.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Perfectemp, Inc.	30%	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00	\$85.00	\$127.00
		RCMS Controls	40%	\$106.00	\$159.00	\$96.00	\$144.00	\$106.00	\$159.00	\$96.00	\$144.00	\$96.00	\$144.00	\$106.00	\$159.00	\$106.00	\$159.00	\$106.00	\$159.00
		Reliable Mechanical	30%	\$124.50	\$124.50	\$85.00	\$124.50	\$124.50	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50
		SK Mechanical, LLC	18%	No Bid	No Bid	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00	\$74.00	\$110.00
		Solo Mechanical	30%	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid	No Bid	No Bid	\$90.00	\$135.00	No Bid	No Bid
		Superior H & C	35%	No Bid	No Bid	\$95.00	\$142.50	No Bid	No Bid	\$95.00	\$142.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Superior Mechanical Systems	15%	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	No Bid	No Bid	No Bid	No Bid
		Total Mechanical	25%	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50

State of Connecticut

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EXHIBIT B PRICE SCHEDULE

			Fairfield County		Hartford County		Litchfield County		Middlesex County		New Haven County		New London County		Tolland County		Windham County		
VENDOR NAME		Percentage Mark-Up for Materials	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	Standard Wage	Overtime	
	Spray Painting	John Boyle	20%	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00
	Tape/Plasterer	Yankee Remodeler		No Bid	No Bid	\$57.00	\$69.00	No Bid	No Bid	\$55.00	\$68.00	\$57.00	\$69.00	\$52.00	\$66.00	\$55.00	\$68.00	\$55.00	\$68.00
19	Plumbing Services																		
a	Plumber - Supervisor																		
		Chase Mechanical	35%	\$118.00	\$165.00	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$93.00	\$139.50	\$118.00	\$165.00	\$93.00	\$139.50	\$118.00	\$165.00
		Central Mechanical Services, Inc.	25%	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00
		G. Donovan Associates	20%	\$90.00	\$135.00	\$80.00	\$120.00	\$90.00	\$135.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00
		International Building Maintenance	20%	\$80.00	\$120.00	\$70.00	\$105.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Hunter Mechanical, Inc.	30%	\$80.00	\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$80.00	\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Mattern Construction	35%	\$95.00	\$142.50	\$95.00	\$142.50	\$95.00	\$142.50	\$95.00	\$142.50	\$95.00	\$142.50	\$85.00	\$127.50	\$88.00	\$132.00	\$86.00	\$129.00
		Oatley Plumbing, Heating & A/C	40%	\$110.00	\$130.00	\$100.00	\$120.00	\$110.00	\$130.00	\$110.00	\$130.00	\$100.00	\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Reliable Mechanical	30%	\$124.50	\$124.50	\$85.00	\$124.50	\$124.50	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50	\$85.00	\$124.50
		Resource Services	20%	\$65.00	\$97.50	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Total Mechanical	25%	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50
		Superior Mechanical Systems	15%	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	No Bid	No Bid	No Bid	No Bid
b	Plumber - Journeyman																		
		Chase Mechanical	35%	\$118.00	\$165.00	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$93.00	\$139.50	\$118.00	\$165.00	\$93.00	\$139.50	\$118.00	\$165.00
		Central Mechanical Services, Inc.	25%	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00
		G. Donovan Associates	20%	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00
		International Building Maintenance	20%	\$80.00	\$120.00	\$70.00	\$105.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Hunter Mechanical, Inc.	30%	\$80.00	\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	\$80.00	\$120.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Mattern Construction	35%	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$88.00	\$132.00	\$80.00	\$120.00	\$84.00	\$126.00	\$82.00	\$123.00
		Oatley Plumbing, Heating & A/C	40%	\$105.00	\$125.00	\$95.00	\$115.00	\$105.00	\$125.00	\$105.00	\$125.00	\$95.00	\$115.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Resource Services	20%	\$55.00	\$82.50														
		Total Mechanical	25%	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50
		Superior Mechanical Systems	15%	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	\$78.00	\$106.00	No Bid	No Bid	No Bid	No Bid
c	Other:																		
	Sales/Replacements	Oatley Plumbing, Heating & A/C	40%	\$105.00	\$125.00	\$95.00	\$115.00	\$105.00	\$125.00	\$105.00	\$125.00	\$95.00	\$115.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
		Total Mechanical	25%	\$85.00	\$127.50	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$80.00	\$120.00	\$85.00	\$127.50	\$80.00	\$120.00	\$85.00	\$127.50
20	Welding Services																		
a	Welder - Working Supervisor																		
		CCM Construction Services	28%	\$98.00	\$147.00	\$112.00	\$168.00	\$98.00	\$147.00	\$98.00	\$147.00	\$98.00	\$147.00	\$98.00	\$147.00	\$98.00	\$147.00	\$98.00	\$147.00
		Central Mechanical Services, Inc.	25%	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00	\$70.00	\$105.00
		G. Donovan Associates	20%	\$110.00	\$165.00	\$105.00	\$157.50	\$110.00	\$165.00	\$105.00	\$157.50	\$105.00	\$157.50	\$105.00	\$157.50	\$105.00	\$157.50	\$105.00	\$157.50
		Gesco	10%	\$79.00	\$118.50	\$79.00	\$118.50	\$79.00	\$118.50	\$79.00	\$118.50	\$79.00	\$118.50	\$79.00	\$118.50	\$79.00	\$118.50	\$79.00	\$118.50
		International Building Maintenance	20%	\$84.00	\$126.00	\$84.00	\$126.00	\$84.00	\$126.00	\$84.00	\$126.00	\$84.00	\$126.00	\$84.00	\$126.00	\$84.00	\$126.00	\$84.00	\$126.00
		Quality Welding	15%	\$85.00	\$127.50	\$75.00	\$112.50	\$75.00	\$112.50	\$75.00	\$112.50	\$75.00	\$112.50	\$75.00	\$112.50	\$75.00	\$112.50	\$85.00	\$127.50
		Mattern Construction	30%	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$125.00	\$187.50	\$110.00	\$165.00	\$115.00	\$172.50	\$112.00	\$168.00
		StateLine	30%	\$90.00	\$135.00	\$90.00	\$135.00	\$90.00	\$135.00	\$90.00	\$135.00	\$90.00	\$135.00	\$90.00	\$135.00	\$90.00	\$135.00	\$90.00	\$135.00
		Superior Mechanical Systems	15%	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	\$80.00	\$108.00	No Bid	No Bid	No Bid	No Bid

