
Request for Proposals

Art and Instructional School Supplies

Department of Administrative Services

Contract Specialist: Jill Belisle

Date Issued: 15 May 2012

Due Date: 27 June 2012



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Request for Proposals

Art and Instructional School Supplies

Overview/Scope of Services

Please note: For the purpose of clarification, items printed in underlined bold italics in this document pertain only to the Commonwealth of Massachusetts.

This request for proposal is being issued in an effort to leverage spend of both the State of Connecticut and the Commonwealth of Massachusetts for the purchase of Art and Instructional School Supplies. The contract resulting from the RFP will provide supplies from qualified contractors to all Using State Agencies, Political Subdivisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations in the State of Connecticut. This contract will replace 06PSX0428.

In addition, the contract may be used by all public entities in the Commonwealth of Massachusetts, unless otherwise noted, including: cities, towns, districts, counties and other political subdivisions; Executive, Legislative and Judicial Branches, including all Departments and elected offices therein; Independent public authorities, commissions and quasi-public agencies, Local public libraries, public school districts and charter schools; Public hospitals, owned by the Commonwealth; Public institutions of higher education; Public purchasing cooperatives; Non-Profit, UFR-certified organizations that are doing business with the Commonwealth; Other states and territories with no prior approval by the State Purchasing Agent required; and Other entities when designated in writing by the State Purchasing Agent.

The term of the contract will be from October 1, 2012 through September 30, 2017. In addition, the contract may be extended for the original contract term, or parts thereof, as negotiated between both states and the awarded contractor(s). Negotiations conducted between the State of Connecticut, Commonwealth of Massachusetts, and awarded contractor(s) will be the basis for contract agreements generated by either state.

In the State of Connecticut, the contract will be known as Contract Award 12PSX0108. In the Commonwealth of Massachusetts, the agreement will be known as **OFF35**. Awarded contractors will be required to sign each state's individual state contract agreements if selected for award.

Proposers may submit proposals in the following manner:

- A. - "Full Line" Proposal – This includes pricing for a minimum of 80% of the line items detailed in the Fixed Price List **and** a Percentage Discount from Catalog for the remainder of items not included in the Fixed Price List .
- B. - Percentage Discount from Full Catalog
- C. - Percentage Discount from List for Specialty Items (i.e. kilns, glazes, clays, etc...)

Overview/Scope of Services

The annual estimated spend is listed below for your information:
06PSX0428 and OFF24 (State of Connecticut and MA Contract, respectively)

	Connecticut 01/01/11-12/01/11	Massachusetts 01/01/11-12/01/11
Cascade School Supplies	\$18,884.69	\$255,497.97
New England Office Supplies		
Office Depot	\$28,822.87	\$422,497.75
School Specialty	\$9,024,797.14	\$7,164,237.99
Kaplan Early Learning Company	\$144,643.36	\$403,986.80
Lakeshore Equipment Company	\$255,593.78	\$407,209.10
S&S Worldwide	\$30,578.48	\$184,927.70
Total	\$9,503,320.32	\$8,871,876.83

In the Commonwealth of Massachusetts, the following items will be excluded due to the overlap of existing Statewide contracts:

- A. **Digital Duplicating Supplies**
- B. **Multipurpose Copy Paper including 25% Cotton Bond Paper**
- C. **Audiovisual Equipment, Supplies and Services**
- D. **All School and Office Furniture including School and Early Childhood Playground Equipment**
- E. **Any items requiring installation to a permanent/fixed structure**
- F. **Additional items reviewed during the term of the contract that overlap a Commonwealth of Massachusetts Statewide contract.**

The Strategic Sourcing Team (SST), Commonwealth of Massachusetts reserves the right to review updated catalogs or line items for inclusion or exclusion prior to their availability to the Commonwealth of Massachusetts' eligible entities during the term of the contract.

Successful contractor(s) shall be required to make direct delivery (inside or dock delivery) of ordered merchandise; freight prepaid F.O.B. Destination. It is highly desirable that contractor(s) fill and ship orders within 24-48 hours after receipt of order. Direct delivery is understood to be as delivered and unloaded in-house to each delivery location as requested. It may also be necessary for contractors to wrap and divide orders separately to each delivery location requested (teacher packs) at the request of the customer.

Services shall include warehousing, distribution, order fulfillment, and customer services. Orders may be placed by a variety of methods; including telephone, mail, facsimile, or online ordering. The State of Connecticut are required to place orders using this method. Other contract customers in Connecticut may use whatever method deemed necessary to place orders.

It is the intent of both states to offer and encourage the use of the contract to all eligible entities in both states.

Proposal Requirements

I. **Contract Period**

The State intends that this contract shall be in effect for a period of 5 years, beginning October 1, 2012 through September 30, 2017.

The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof with mutual consent between both parties.

II. **Mandatory Extension to State Entities**

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

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

III. **Set Aside Participation**

Partial Set Aside: It is the intention of the state to award 10 % of this contract to only Connecticut Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) certified by the State of Connecticut's Department of Administrative Services/Supplier Diversity Program, pursuant to Connecticut General Statute 4a-60g. SBE and MBE bidders are required to be certified at the time of the bid opening and are requested to provide a copy of their company's current certification certificate with their bid.

Further information about the Supplier Diversity Program can be found at the following link:
<http://das.ct.gov/cr1.aspx?page=34>

IV. **Motor Carrier Safety Review.** If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each proposer will be the subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified, the proposer must have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, the proposer's driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the proposer must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the proposer must have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a proposer is subject, may be obtained from CTDMV, at <http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=|#49068>. All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at <http://www.ai.volpe.dot.gov/>.

Proposal Requirements

V. Solicitation Submission (Clearly Marked with RFP12PSX0108)

Solicitations shall be submitted online by the RFP due date and time only. Proposers must upload their solicitation submission to their BizNet Account.

Please provide the following under separate cover only. Proposers are required to complete and provide a CD containing the Fixed Price proposal spreadsheet with a hardcopy, current published catalog and specialty offerings with their proposal return. Failure to do so may result in rejection of your proposal.

VI. Quantities and/or Usages

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

VII. Brand Name Specifications and/or References

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

VIII. P-Card (Purchasing Credit Card)

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from this Contract using the purchasing card. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall only charge to the State's MasterCard upon delivery of goods or rendering of services.

The Contractor shall capture and provide to their Merchant Bank, Level 3 reporting at the line item level for all orders placed by State purchasing cards.

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

IX. E-Commerce (Electronic Commerce)

The State of Connecticut utilizes an internet-based E-Procurement ordering system (PeopleSoft/Oracle), known as Core-CT. With Core-CT, awarded contractors will be required to accept purchase orders from the State of Connecticut through this system.

Proposal Requirements

- X. Contract Award**
The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:
- A. by item, group of items, or in its entirety
 - B. geographic location to adequately service the entire State of Connecticut in the best possible manner
 - C. Multiple Vendor Award
- XI. Stability of Proposed Prices**
Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals.
- XII. Amendment or Cancellation of the RFP**
DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.
- XIII. Proposal Modifications**
No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.
- XIV. Proposer Presentation of Supporting Evidence**
Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.
- XV. Proposer Demonstration of Proposed Services and or Products**
At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.
- XVI. Erroneous Awards**
DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.
- Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.
- XVII. Proposal Expenses**
Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.
- XVIII. Ownership of Proposals**
All proposals shall become the sole property of the State and will not be returned.
- XIX. Ownership of Subsequent Products**
Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

Proposal Requirements

XX. Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

XXI. Subcontractors

DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request. The successful proposer must provide the majority of services described in the specifications.

Selection Criteria/Submittal Requirements

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process and are listed in order of relative importance.

1. **Value – Pricing Pages**
 - Exhibit B Proposal Schedule
2. **Account Management**
 - Discuss your strategy to anticipate and meet customer's needs throughout the contract period.
 - Discuss your strategy for problems resolution if a dispute arises.
 - Discuss your ability to offer special prices for large quantity orders of individual items.
 - Discuss order cut-off and shipment dates for orders placed by school systems during the summer months and typical winter and spring breaks. Discuss your company's ability to accept, pack and ship orders in these instances.
 - Discuss your company's ability to pack items for specific teachers or classrooms.
 - Provide an uploaded requisition form (s) with your proposal response and discuss your company's willingness to modify this document for the State's needs.
 - Discuss distribution of catalogs and requisition form to future customers.
 - Quality Assurance
 - Discuss in detail, any quality control programs your company currently has in place.
 - Detail how order discrepancies will be handled, including a time-frame in which the discrepancy will be resolved in the following situations: Shortages, Overages, Breakage and Items Shipped Incorrectly.
 - Discuss product warranties.
 - Emergency Plan
 - For power outages, computer failures, natural disasters, or any emergency situation.

Selection Criteria/Submittal Requirements

- Billing – Discuss the following
 - Method of invoicing, include a sample invoice.
 - Payment terms and prompt payments discounts
 - Flexibility in invoicing customers separately, i.e. invoicing accounts daily, weekly monthly, etc.
- Delivery- Discuss your delivery capabilities, including:
 - Ability to provide 24-48 hour inside and/or dock delivery
 - Detail under what conditions your company would not be able to provide 24-48 hour delivery.
 - Detail the method of delivery.
 - Provide any recommendations for enhancing delivery service
- Provide information regarding value added facilities or services that your company can provide to promote cost-savings or enhance service levels during the term of the contract (i.e. private label products, purchasing incentives, training, education planners, educational workshops, etc.).
- Discuss your ability to identify and allocate business to certified small business companies in either State.

3. Transition/Implementation Plan

- Discuss how your company will use the period between contract award and commencement date to prepare for delivery of goods. Provide timelines with dates for items, notification to contract customers, catalog distribution, etc. Please provide names of assigned personnel, including telephone numbers

4. Reporting Capabilities

- Discuss your company's ability to provide reports as outlined in the RFP document (excel format).
- Provide sample copies of reports currently available.
- Discuss the reporting structure to be used noting the usage of certified SBE and MBE companies.

Selection Criteria/Submittal Requirements

5. Business Information

- Provide a brief history of your company.
- Provide a copy of your most recent annual report or financial statement.
- Distribution Center information:

Location of distribution center
Number of delivery vehicles
Total square footage of distribution center
Number of employees at this location
Inventory in dollars at distribution location
Hours of operation
Number of shifts
Number of annual inventory turns

Note: If there is more than one distribution center, please repeat the information for each distribution center that will service this contract.

- Clients/References – Please provide the following information for your 3 largest clients.

Company Name
Address
Contact Person/Telephone Number
Dollar value of contract
Length of time the organization has been your client
Approximate size of account in terms of numbers of employees and annual sales
One paragraph detailing the services provided to this client

Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and only be reviewed by the evaluation committee.

Instructions to Proposers

I. Proposal Schedule

Release of RFP:	Date: May 15, 2012
Receipt of Questions:	Date: May 25, 2012, by noon
Answers to Questions posted as Addendum:	Date: May 31, 2012 or sooner
Proposal Due Date:	Date: June 27, 2012, by 2:00 pm

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Jill Belisle, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

II. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received in Procurement Services no later than noon on May 25, 2012, in the State of Connecticut.

Questions must be delivered to:
Department of Administrative Services
Attn.: Jill Belisle
(RFP12PSX0108),
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106

or emailed to email address: jill.belisle@ct.gov.

III. Separate Cover Requirements (Clearly Marked with RFP12PSX0108)

Solicitations shall be submitted online by the RFP due date and time only. Proposers must upload their solicitation submission to their BizNet Account.

Please provide the following under separate cover only. Proposers are required to complete and provide a CD containing the Fixed Price proposal spreadsheet with a hardcopy, current published catalog and specialty offerings with their proposal return. Failure to do so may result in rejection of your proposal.

CONTRACT

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the State.

STATE OF CONNECTICUT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)

WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

EMPLOYMENT INFORMATION FORM

Company Name		Contact Person	Phone Number	Date
Street Address				
City, State				

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No		Explain:									
If CT based, do you post all employment openings with the State of Connecticut Employment Service? <input type="checkbox"/> Yes <input type="checkbox"/> No		Explain:									
Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No		Explain:									
Describe your recruitment, hiring, training and promotion anti-discrimination practices.											

VENDOR AUTHORIZATION
GUIDELINES

STATE OF CONNECTICUT

DAS-28 Rev. 1/12

Prev. Rev. 12/11
DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Vendor Authorization Guidelines- Page 1 of 2

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
 - B. Authorizes a particular officer to execute contracts on behalf of the vendor and
 - C. Evidences that the officer signing in fact holds his/her office.
- CORPORATIONS -Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
 - b. the officer's ability to bind the company to enter into a contract.
- LIMITED LIABILITY COMPANIES (LLC'S) - LLC's that do not have boards of directors, must submit the following:

- 1) a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company to enter into a contract.

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VENDOR AUTHORIZATION
GUIDELINES

STATE OF CONNECTICUT

DAS-28 Rev. 1/12

Prev. Rev. 12/11 DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Vendor Authorization Guidelines- Page 2 of 2

PARTNERSHIPS - Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

SOLE PROPRIETORS -Sole Proprietors do not need to submit any documentation with regards to vendor authorization or

certification. Sole Proprietors must submit a letter on company letterhead stating:

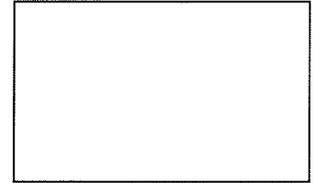
- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf.

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STATE OF CONNECTICUT

STATEMENT OF QUALIFICATIONS



THIS FORM WILL BE USED AS AN AID IN ASSESSING QUALIFICATIONS. ATTACH ADDITIONAL SHEETS IF NECESSARY.

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST OTHER NAMES YOUR COMPANY DOES BUSINESS AS: _____

LIST PREVIOUS COMPANY NAME (S): _____

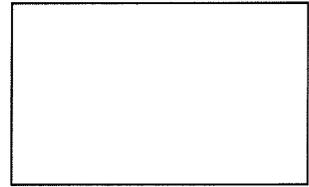
IF APPLICABLE, LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NUMBER AND NAME, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

IF APPLICABLE, LIST ANY OTHER CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS **THAT YOUR COMPANY DID NOT PERFORM ANY SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NUMBER AND NAME, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

STATE OF CONNECTICUT
STATEMENT OF QUALIFICATIONS



COMPANY NAME: _____

REFERENCES:

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS SOLICITATION WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
1.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
2.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

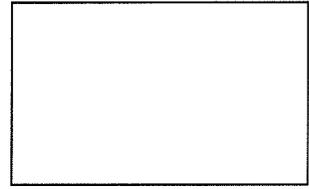
(Attach additional sheets if necessary)

	<u>COMPANY NAME AND ADDRESS</u>	<u>CONTACT PERSON NAME AND TELEPHONE NO.:</u>	<u>DOLLAR VALUE:</u>
3.	_____	_____	_____
	_____	_____	

DETAILED CONTRACT/PROJECT DESCRIPTION: _____

(Attach additional sheets if necessary)

STATE OF CONNECTICUT
STATEMENT OF QUALIFICATIONS



COMPANY NAME: _____

COMPANY VALUE: EQUIPMENT ASSETS: _____ TOTAL ASSETS: _____

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE, IF APPLICABLE (Attached additional sheets if necessary):
(I.e. MODEL, YEAR & MANUFACTURER AND/OR AS SPECIFIED IN SOLICITATION DOCUMENTS, IF APPLICABLE).

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFIES YOUR COMPANY TO MEET THE REQUIREMENTS OF THIS SOLICITATION, IF APPLICABLE.

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

Standard Request for Proposal (RFP) Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern all Request for Proposals 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 or Title 4d, Chapter 61 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 or 4d-3-1.

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

Submission of Proposals

1. All RFP documents must be submitted on-line through the DAS Business Network ("BizNet") and will be accepted as your official submission by DAS. If DAS receives additional submissions of your RFP hand delivered or delivered to the mailing address listed on this RFP, DAS will reject those submittals.

2. Proposals must be submitted to and received by DAS Procurement Services on such forms as DAS may make available. Paper, Telephone or facsimile proposals will not be accepted in response to a Request for Proposals ("RFP").

The time and date that proposals are due is specified in each RFP. A Proposer will not be allowed to post or resubmit an RFP after the date and time specified in each RFP. Proposals received after the specified due date and time given in each RFP **will** not be considered.

3. Incomplete RFP forms may result in the rejection of proposals. Amendments to proposals received by DAS after the due date and time specified shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink and then uploaded in BizNet. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer. Unsigned proposals may be rejected.

4. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal, **not** fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the proposal, and subject only to cash discount.

5. 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 proposal prices.

6. All proposals are subject to public inspection after the execution of the contract.

7. The successful Proposer shall be bound by the terms and conditions of the form contract that is attached to the RFP, as it may be modified by agreement of the parties.

Guaranty or Surety

8. Proposal 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

9. The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.

10. Samples are furnished free of charge. Proposers must indicate if their return is desired, which DAS shall do or cause to do provided that they are returned at Proposer's sole cost and expense, FOB Proposer'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

11. A contract will be awarded to the Proposer or Proposers whose proposals DAS deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP, always taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

12. DAS may reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.

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

14. Proposers have ten days after notice of award of the contract to refuse acceptance. 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 most advantageous proposer.

Contract

15. Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation 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 or quasi-public 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

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

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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 updated no later than 30 days after the effective date of any such change contained in the most recently filed affidavit or upon submittal of any new bid or proposal, whichever is earlier.

(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.

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

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

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

(c) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large State contract shall certify on such forms as the State shall provide:

(1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiated State contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, 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 is submitting bids or proposals without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certification required under 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) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirement of this section.

17. 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 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.

18. With regard to a State contract as defined in Section 9-612 of the Connecticut General Statutes having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Contract Exhibit C, SEEC Form 11.

19. Public Act 11-55 and Public Act 11-229 have amended the nondiscrimination provisions of the Connecticut General Statutes to add gender identity or expression to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of an affidavit or resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver

STATE OF CONNECTICUT
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executed at the time that it executes the Contract. The execution and submittal of this affidavit or resolution 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.

CONNECTICUT ECONOMIC IMPACT FORM

DAS-46 Rev. 3/28/12
New: 2/29/12

**STATE OF CONNECTICUT
DAS/Procurement Division**

THIS FORM IS INTENDED TO GATHER GENERAL CONNECTICUT ECONOMIC IMPACT INFORMATION FROM PROSPECTIVE SUPPLIERS. THIS FORM IS FOR INFORMATIONAL GATHERING PURPOSES ONLY AND WILL NOT BE USED IN THE EVALUATION OF A PROSPECTIVE SUPPLIER'S QUALIFICATIONS.

DATE:			
COMPANY NAME:			
LOCATION (CITY, STATE) OF PRINCIPAL PLACE OF BUSINESS:			
NUMBER OF CONNECTICUT LOCATIONS:			
NUMBER OF CONNECTICUT EMPLOYEES:			
<p>IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p style="text-align: center;">DATE REGISTERED: _____</p> <p>IS THE COMPANY'S ANNUAL REPORTS FILED AND UP TO DATE WITH THE CONNECTICUT SECRETARY OF STATE'S OFFICE?</p> <p style="text-align: center;"><input type="checkbox"/> YES <input type="checkbox"/> NO</p>			
ANNUAL PAYROLL PAID TO CONNECTICUT RESIDENT EMPLOYEES:	\$		
ANNUAL TAXES, LICENSES, FEES PAID TO CONNECTICUT: (to include franchise, service taxes, etc.)	\$		
ANNUAL RENT/MORTGAGE PAID WITHIN CONNECTICUT OR VALUE OF REAL PROPERTY:	\$		
ANNUAL UTILITIES PAID WITHIN CONNECTICUT: (to include gas/oil, electricity, water and sewage)	\$		
AMOUNT PAID TO MAJOR PARTNERS OR SUPPLIERS IN CONNECTICUT:	\$		

SIGNATURE PAGE
RFP-26 Rev. 3/12
Prev. Rev. 2/12

Jill Belisle
Contract Specialist
(860)713-5149
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

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

RFP NO. 12PSX0108

Read & Complete
Carefully

Bidder Name:

Section 1 of 4 - PROPOSER INFORMATION (CONTINUED)

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				
PROPOSER E-MAIL ADDRESS			PROPOSER WEB SITE	
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. <input type="checkbox"/> SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 12PSX0108, provide the Proposer Contact Information below.

PROPOSER CONTACT INFORMATION: NAME (TYPE OR PRINT)				
PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Proposer Contact & Address information on back of this form, if needed.				
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:		
CELLULAR:	2 ND PAGER:			
1 ST FAX NUMBER:	TOLL FREE PHONE:			
2 ND FAX NUMBER:	TELEX:			

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? YES (ATTACH CERTIFICATE COPY TO BID) NO
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.

PURCHASE ORDER DISTRIBUTION:
(E-MAIL ADDRESS)

NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

SIGNATURE PAGE
RFP-26 Rev. 3/12
Prev. Rev. 2/12

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RFP NO.
12PSX0108

Read & Complete
Carefully

Bidder Name: _____

Section 2 of 4 - PROPOSER DEBARMENT AND/OR SUSPENSION

Is the proposer, any company official, or any subcontractor to the proposer, currently debarred, disqualified or suspended from proposing or contracting with the State of Connecticut, the Federal Government or any other governmental entity?

YES NO

Does the proposer, any company official, or any subcontractor to the proposer, have a debarment, disqualification or suspension proceeding pending with the State of Connecticut, the Federal Government or any other governmental entity?

YES NO

If the above signed proposer, any company official or any subcontractor to the proposer *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 3 of 4 - DISCLOSURE STATEMENT OF CRIMINAL CONVICTIONS AND/OR DISCIPLINARY ACTION

List any criminal convictions, guilty pleas or nolo contendere against your company and any of your company's officers, principal shareholders, directors, partners, LLC members and LLC managers.

(Attach additional sheets if necessary)

List any administrative actions either pending review by the state or determinations that the state has made regarding your company or any of your company's officers, principal shareholders, directors, partners, LLC members or LLC managers. This would include court judgements, actions, suits, claims, demands, investigations and legal, administrative or arbitration proceedings pending in any forum. Include a listing of OSHA violations and any actions or orders pending or resolved with any state agency such as the department of consumer protection, the department of environmental protection, etc. Detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

(Attach additional sheets if necessary)

CONTRACT
12PSX0108

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
ART AND INSTRUCTIONAL SCHOOL SUPPLIES

1 October 2012
Contract Award Date

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Contract # **12PSX0108**

Contract Document

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This Contract (the "Contract") is made as of the 1st day of October, 2012, by and between, _____ (the "Contractor,") with a principal place of business at _____, acting by _____, its _____ 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 Jill Belisle, 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:

- I. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) 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.
 - (b) Client Agency: All Using State Agencies and Political Subdivisions
 - (c) Confidential Information: This shall mean any information about a client, including but not limited to first name and last name, or first initial and last name, in combination with any one or more of the following related to such client: (a) Social Security Number; (b) driver's license number or State-issued identification card number; (c) date of birth; and (d) financial account number, or credit or debit card number, with or without any required security code, access code, personal identification number or password, that would permit access to a client's financial account. Without limiting the foregoing, Confidential Information shall also include any information that the Department classifies as "confidential" or "restricted". Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
 - (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Department or State.
 - (e) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.

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

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(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 _____ through _____.
The parties may extend this Contract, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term, but only in accordance with the section in this Contract concerning Contract Amendments.

3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

4. Price Schedule, Payment Terms and Billing, and Price Adjustments.

(a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.

(b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

(c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.

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

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price

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shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

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

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

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- (b) The Contractor shall secure from each Contractor Party or Proposer 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 Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract, 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 Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (b) Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) The Agency shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, 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 Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from the Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

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

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notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

13. Open Market Purchases. 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 Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

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

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- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

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

16. Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the

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

17. Contractor Guaranties. Contractor shall:

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

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

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

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decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

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

24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.

25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.

26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner

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contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to

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disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

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- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

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

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jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

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

- (1) "Commission" means the Commission on Human Rights and Opportunities;

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- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

(3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

33. Tangible Personal Property.

(a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:

(1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;

(2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;

(3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;

(4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

(5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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

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

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

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

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: Jill Belisle

If to the Contractor:

COMPANY NAME: _____

NAME: _____

ADDRESS Line 1: _____

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ADDRESS Line 2: _____

City: _____ State: _____ Zip: _____

Attention: Company: _____

Signatory Name: _____ Title: _____

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Jill Belisle

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

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

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

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

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

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Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

- (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
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

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Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

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

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

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

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other

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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. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
55. Reserved
56. Campaign Contribution Restriction. For all State contracts 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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice

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advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C [SEEC Form 11].

57. Health Care Portability and Accountability Act.

- (a) If the Contactor or Contractor Parties is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the Contractor or Contractor Parties must comply with all terms and conditions of this Section of the Contract. If the Contractor or Contractor Parties is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor or Contractor Parties for this Contract.
- (b) The Contractor or Contractor Parties is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor or Contractor Parties, on behalf of the Client Agency, performs functions that involve the use or disclosure of "individually identifiable health information," as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor or Contractor Parties is a "business associate" of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor or Contractor Parties and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) "Breach" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).
 - (2) "Business Associate" shall mean the or Contractor or Contractor Parties.
 - (3) "Covered Entity" shall mean the Client Agency.
 - (4) "Designated Record Set" shall have the same meaning as the term "designated record set" in 45 C.F.R. § 164.501.
 - (5) "Electronic Health Record" shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) "Individual" shall have the same meaning as the term "individual" in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).

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- (7) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) "Protected Health Information" or "PHI" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) "Required by Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- (10) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) "More stringent" shall have the same meaning as the term "more stringent" in 45 C.F.R. § 160.202.
- (12) "This Section of the Contract" refers to the HIPAA Provisions stated herein, in their entirety.
- (13) "Security Incident" shall have the same meaning as the term "security incident" in 45 C.F.R. § 164.304.
- (14) "Security Rule" shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) "Unsecured protected health information" shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply

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through this Section of the Contract to Business Associate with respect to such information.

- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly

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authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act, (42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)). A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered

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Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions.

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

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

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

(j) Obligations of Covered Entity.

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

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

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

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

(l) Term and Termination.

(1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

(2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

(A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

(B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or

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

(3) Effect of Termination.

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

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

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(m) Miscellaneous Provisions.

- (1) **Regulatory References.** A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) **Amendment.** The Parties agree to take such action as in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards

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contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the Department or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

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

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59. Reserved

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

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

[AWARDED CONTRACTOR]

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Print or Type Name

Print or Type Name

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

Warehousing of Art and Instructional School Supplies

Contractor(s) must have and maintain an adequate inventory in a contractor-operated location to provide delivery of all items covered under contract.

Distribution of Art and Instructional School Supplies

The awarded contractor(s) is required to provide catalog distribution to all contract customers at no additional charge.

All orders placed shall be accepted by the contractor(s) between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except for legal holidays. Contractors that offer additional hours above and beyond these times should state additional hours of operation in their proposal response. It is highly desirable that all in-stock orders be processed and shipped within 24-48 hours after receipt of order, with a 95% fill rate. If an item is not in-stock and the contractor must fill the order by drop-shipment, it is highly desirable that the delivery be made within 5 business days after receipt of order. If items have to be drop-shipped directly from the manufacturer, those items will be subject to the manufacturer's lead times for shipping and contractors are required to notify the customer with an estimated ship date. If the ship date is not satisfactory, the customer has the right to notify the contractor that they wish to cancel that portion of the order without penalty.

Awarded contractor(s) must have the ability to pack and mark orders for specific classrooms or individual teachers in "teacher-packs" as defined by each ordering customer. The awarded contractor(s) must have the ability to hold orders and delay shipment during typical school breaks (summer, winter and spring) at the request of the ordering customer. The contractor(s) is required to provide written order cut-off and guaranteed shipment dates as part of their proposal response.

All orders shall be FOB destination, freight included. There shall be no additional teacher pack, or pallet charges; and no additional charges will be accepted for inside deliveries. All orders shall be labeled and packaged adequately to insure safe handling and proper delivery. **No restocking fees will be allowed.** There may be multiple drop points within each delivery location that could encompass either desktop or departmental deliveries or both.

Delivery points shall be designated by the ordering entity and may be "inside delivery" or dock delivery. "Inside delivery" is defined as the designated delivery location within the ordering entity's building, which may be a particular floor, room, etc.

In the State of Connecticut and Massachusetts, successful contractor(s) shall be prepared to supply a list of driver's names and any other background information necessary, to the Department of Correction (DOC) for security clearance into the various DOC locations throughout the State. The contractor(s) vehicles are subject to inspection upon entering and leaving all DOC facilities.

The contractor(s) shall resolve all order and invoice discrepancies (e.g., shortages, damaged products, etc.) within five (5) business days from notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the contractor shall take all of the steps the ordering entity deems to be reasonably necessary or appropriate to resolve the discrepancies.

Products returned because of quality problems, duplicated shipments, outdated products, etc., shall be picked up by the contractor within five (5) business days after notification, with no restocking charge, and

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shall be replaced with specified products or the ordering entity shall be credited/refunded for the full purchase price.

Products ordered in error must be returned for credit within fifteen (15) days of receipt. Products must be in resalable condition (original container, unused). The contractor may not charge for such returns. There shall be no restocking charges.

Order Entry/Invoicing:

Contractor(s) shall be capable of accepting orders via telephone, facsimile, mail, the State of Connecticut's E-Commerce system (CoreCT) and/or the contractor's web-site. In the State of Connecticut, only Executive branch agencies of the State are required to utilize CoreCT. All other contract customers may utilize the ordering method of their choice. The requirements for the CoreCT system are outlined elsewhere in this document.

It is highly desirable that the awarded contractor(s) provide a web page to advertise contract pricing. The web site must be accessible without the need of a password for all contract customers. The web-site must include (at the minimum):

- An area for contract customers to develop and utilize on-line templates of their most frequently purchased items
- Promotional section to highlight the approved contract promotions.
- "How to Buy" section including information on how to utilize either state's contract (includes telephone, fax, and e-mail information for the Contract Manager, Sales, Service, and Customer Service personnel dedicated to the contract.
- The State reserves the right to request modifications to the web page during the term of the contract. Any modifications, changes or updates must be reviewed and approved by the contract administrator prior to publication.

Invoices must include line item detail (i.e. manufacturer number, description, quantity, cost per item, total cost). An invoice must be completed for every order placed through the contract.

Cost Centers within an ordering entity may require invoicing as specified by each entity. The contractor's billing system shall be flexible enough to accommodate the needs of varying accounting systems.

Orders shall be placed, at the discretion of each ordering entity, to the contractor of their choice if the contract is awarded to more than one contractor.

Prompt Payment Discounts (PPD):

All bidders responding to this procurement must agree to participate in the Commonwealth of Massachusetts Prompt Payment Discount (PPD) initiative for receiving early and/or on-time payments, unless the bidder can provide compelling proof that is would be unduly burdensome.

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Distribution of Requisition/Ordering Forms, Catalogs, Price Lists, Promotional Materials, etc.

Requisition/Ordering Form-Please provide a sample

- The contractor(s) shall develop and provide, at no cost, a custom requisition/ordering form including all Part A – Fixed Price items, including, but not limited to the following information:
- A header portion with space provided for date, bill to and ship to information, purchase order number, release number, required delivery date, teacher, grade, contact name and phone number, and contract award number.
- Quantity to be Ordered, Product Description, Manufacturer, Stock Number, and Unit of Measure
- This requisition form is to be used as an order guide when placing orders or as an aid in developing and/or customized templates.
- A separate “free-form” area for additional items from the contractor’s Part B – Percentage Discount from Catalog items that can be written on the form by hand.
- During the term of the contract, the requisition form shall be distributed to all eligible entities, at no charge.

Catalogs/Price Lists:

- All proposers must submit a published and dated catalog that indicates the list price for each item, with their proposal submittal under separate cover. Contractors will also be required to distribute an updated catalog, on an annual basis, to all contract customers at no charge.
- Each catalog or price list must clearly identify the name, address, telephone and fax number of the awarded contractor. The cover sheet of the catalog must also clearly state the contract award number of the appropriate state. Awarded contractors must also include instructions for ordering, customer service, and contract restrictions (where appropriate).
- Within forty-five (45) calendar days of the award, the “Full Line” contractor(s) is required to provide a price list for each state containing all contract prices; including the contractor’s catalog price, net price to the State, possible volume discount price, contractor’s name, contact person and telephone number. The list must be provided to the appropriate contract administrator of each state for review and approval prior to issuance to eligible entities. The contractor will be required to provide an annual updated price list during the term of the contract.
- Within ten (10) business days of a request, the contractor shall provide catalogs or price lists to any requesting eligible entity.

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Promotional Materials:

- Awarded contractors will be required to submit in advance, all advertising literature in regard to either State's contract (including but not limited to brochures, catalogs, and price lists) to the appropriate State's contract administrator for review and approval prior to distribution to any eligible entity.

Management Reports

- The "Full Line" contractor(s) must provide and maintain a database capable of detailed tracking of customer accounts, requisitions, and proof of delivery, billing, and payments in a comprehensive manner.
- The "Full Line" contractor(s) must be able to gather information from the database and submit activity reports on a quarterly basis.

The contractor(s) must submit a copy of both state's reports to the contract administrator in the State of Connecticut. A copy of the Commonwealth of Massachusetts' activity reports will also be submitted to the contract administrator in the Commonwealth of Massachusetts. It is highly preferable that reports be provided in Excel format and include, but not be limited to, the following information:

- a. Sales by account providing the name of the account
- b. Within each account, sales shall be broken out by Part A – Fixed Price items and Part B – Catalog Minus items
- c. Reports shall list each item sold, including manufacturer and stock number, description, unit of issue, unit price, quantity sold semi-annually and year-to-date
- d. Summary of semi-annually and year-to-date sales to all State agencies and a separate summary of monthly and year to date sales to all political subdivisions and not-for-profit organizations.
- e. **A breakout of recycled and environmentally preferable product purchases by Commonwealth Eligible Entities within the individual categories (with information on current and/or potential savings, if requested)**
- f. **List all certified M/WBE sub-contract activity and purchase of supplies by Contractor(s) and/or supplier. Also, listed separately, the total dollars spent within all the categories compared to M/WBE total dollars participation on this contract.**
- g. **Proof of Deliveries must be maintained for a minimum of eighteen (18) months after deliveries**

The submission deadline for Quarterly Reports will be:

Period Ending	Submission Deadline
October – December	January 30
January – March	April 30
April – June	July 30
July – September	October 30

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Customer Survey:

All contractors will be required to distribute a survey, developed by each state's contract administrator, to all contract customers. Contractors are required to provide all responses, whether they are favorable or unfavorable to the contractor administrator. The surveys will assist the states in the evaluation of a contractor's performance during the term of the contract.

Participation in the OSD's Annual Marketing Event, MASSbuys

OSD hosts an annual marketing and training trade show, usually in late April or early May, to educate public purchasers and contract end-users on the commodities and services available on statewide contracts, highlight innovative environmentally preferable (green) products and provide marketing and networking opportunities to the business community.

The attendees at these events have included public purchasers and contract end users representing all Commonwealth agencies, cities and towns across the state, independent authorities, higher education and eligible not for profit human and social service organizations. The venue for MASSbuys has significant marketing value and is extremely cost effective as it provides exceptional opportunities for statewide contractors to market directly to thousands of attendees.

The MASSbuys Exposition is 100% supported by statewide contractors as exhibitors. OSD believes that the show is important because it provides public purchasers and end users with an opportunity to meet over 300 statewide contractors and receive important information on new products, particularly those that save energy, conserve water or other resources, reduce waste as well as the use of toxic substances and may also contain recycled materials. It provides statewide contractors with the unparalleled opportunity to establish and renew business relationships with existing customers and to market their business to approximately 2,000 attendees, many of whom represent potential new customers.

Please note that exhibiting at the MASSbuys Exposition is not required and no points will be awarded to those Bidders who commit to participate. However, Bidders who indicate their willingness to exhibit at MASSbuys in their RFR Response will be required to honor their commitment for the duration of their contract, if awarded a contract.

Prices:

Fixed Price List

This part consists of the art and instructional school supplies most commonly used and most frequently purchased and are based on actual purchases for the calendar year of 01-01-2011 through 12-31-2011. The items listed for reference in this proposal schedule list the corresponding product reference number of the State of Connecticut's current "Full Line" contractor. Quantities listed are estimations of expected purchases for a one-year contract period. **To insure a level playing field and establish a consistent level of RFP evaluation; proposers will be required to propose trade names where specified (i.e. Crayola). Where the product specified is a private label product and/or no trade name is specified (i.e. Classroom Select/School Smart), proposers are allowed to offer an alternate and equivalent private label product that meets or exceeds the product specified. Proposers are required to mark their proposal to the right of the item, indicating the product they intend to offer for each item listed in the spreadsheet.**

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PRICE ADJUSTMENTS – FIXED PRICE LIST

Increases:

Prices shall remain firm for the first year of the contract. Requests for increase shall be limited to one request for all Fixed Prices items on an annual basis thereafter as negotiated by DAS/Procurement Services.

Fixed Price Items:

After the initial year of the contract, it is understood and agreed that any increase will be accepted only after DAS/Procurement Services receives proof from the contractor (on the manufacturer's letterhead) indicating the effective date and the amount of actual increases for specific items listed on the Fixed Price list. No retroactive increases shall be allowed.

Documentation including words such as "approximate" or "expected" will not be accepted. If DAS/Procurement Services determines that the documentation provided does not fully support the requested increase, the request may be denied or DAS/Procurement Services may request additional documentation to support the requested increase. All requests must be submitted at least fifteen (15) calendar days prior to the effective date to allow sufficient time to review, accept and/or reject requested increases, and notify users of price changes. DAS Procurement Services reserves the right to negotiate or reject any price increase deemed to be excessive.

Decreases:

Price decreases shall become effective immediately on the date specified in the manufacturer's notice of change. The contractor(s) shall bill at the reduced prices on deliveries made on or after the date of the manufacturer's price reduction. The contractor(s) shall also promptly notify DAS/Procurement Services with a letter of notice regarding the decrease. Failure to pass on price reductions may result in removal from the contract.

NOTE:

It will be the sole responsibility of the contractor(s) to notify Procurement Services, in writing, of such price increases or decreases. The notice shall contain the effective date for the price increases or decreases to allow Procurement Services sufficient time (at least fifteen (15) calendar days) to notify eligible entities. The notice shall be accompanied by proof of cost increases or decreases on the manufacturer's letterhead.

PRICE ADJUSTMENTS – CATALOG MINUS

Catalog Minus:

This part consists of the art and instructional school supplies most typically sold in the industry for the day-to-day operation in a school setting. Proposers are to provide a catalog meeting this requirement or they may be rejected. The evaluation team will have sole discretion in deciding whether or not a proposer meets this requirement or not.

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Increases:

Prices are to be quoted using the contractor's standard published full-line catalog minus the quoted discount.

- Price adjustments will be allowed on a yearly basis, based on the contractor's standard published catalog.
- The contractor's standard published catalog will be constant over the one-year period to allow Audit of items offered in this section.
- Contractors are encouraged to offer suggested cost savings solutions for pricing in this section.

Decreases:

Any increased percentage off of catalog resulting in a cost decrease is encouraged at any time during the term of the contract. Contractors must forward the request in writing to DAS/Procurement Services for review and the decrease must be accepted and approved prior to implementation. Once approved, the cost decrease will be made available for all eligible entities.

Custom/Specialty Items:

- Proposers shall provide a list of items and the prices or discounts offered.
- Increases - Price adjustments will be allowed on a yearly basis, based on the supplier's published list.
- Decreases- Contractors must forward the request in writing to DAS/Procurement Services for review and the decrease must be accepted and approved prior to implementation. Once approved, the cost decrease will be made available for all eligible entities.

It is understood and agreed that DAS/Procurement Services reserves the right to reject any increase deemed to be excessive. It should also be noted that the percentage discount agreed upon will remain firm for the duration of the contract unless the contractor offers the State a more favorable percentage discount to the State during the term of the contract and the increased discount is accepted by the State.

Miscellaneous

Contractor(s) are required to assign adequate sales and customer service support to assist contract customers. The proposer is required to provide the name of a key contact person assigned as the Account Manager for the term of the contract. The Account Manager will be responsible to respond in a timely manner to all information requests from the contract administrator of either state. It will also be the Account Manager's duty to attend meetings called by either State, provide all periodic reports, and serve as the liaison between the contract administrators of either state in the resolution of issues.

Successful contractor(s) are required to have an emergency back-up plan in place in event of power outages, computer failures, product shortages or any other emergency situation.

MA Executive Order 515, Establishing an Environmental Purchasing Policy

Products and services purchased by state agencies must be in compliance with Executive Order 515, issued October 27, 2009. Under this Executive Order, Executive Departments are required to reduce their impact on the environment and enhance public health by procuring environmentally preferable products and services (EPPs) whenever such products and services perform to satisfactory standards and represent best value, consistent with 801 CMR 21.00. In line with this directive, all contracts, whether departmental or statewide, must comply with the specifications and guidelines established by OSD and the EPP Program. EPPs are considered to be products and services that help to conserve natural resources, reduce waste, protect public health and the environment, and promote the use of clean technologies, recycled materials, and less toxic products. Questions concerning the EO or the appropriate specifications may be directed to OSD's EPP Procurement Program, www.mass.gov/epp. The Order can be seen at <http://www.mass.gov/governor/docs/executive-orders/executive-order-515.pdf>.

Environmental Contractor Requirements

In accordance with the statement above, the contractor must:

- **Agree to offer recycled and environmentally preferable products in all product categories supplied under this contract to the greatest extent possible;**
- **Work with the Commonwealth to implement the Environmental Plan described below;**
- **Work with the Commonwealth for the duration of the contract to periodically review and, determine where additional recycled or environmentally preferable products may be added to the contract and non-recycled products eliminated (see Environmental Plan below for details);**
- **Clearly designate (on the customized pricing sheets that will accompany the in-stock catalogs) all recycled and environmentally preferable products with the appropriate symbol;**
- **Work with the Commonwealth to determine the feasibility of (a) clearly designating (within the in-stock catalog), contractor website all products made with recycled content with a recycled logo, or another such form of identification, and (b) including information on the post-consumer content whenever available;**
- **Work with the commonwealth to eliminate from the catalog, all those products and supplies manufactured solely from non-recycled materials for those products/categories described in the Minimum Recycled Content Requirements (no later than the next catalog revision date).**

Minimum Recycled Content Requirements

All products listed in this table must be offered only as a recycled product to Massachusetts Eligible Entities and contain at least the minimum % of post-consumer content indicated below for each item. The contractor must agree to work with the Commonwealth to determine the most effective method of restricting the purchase of these products wherever they are offered as a non-recycled item in the catalog. Prior to the next catalog revision date and each year after that, the contractor must submit a copy of the in-stock catalog and proposed customized pricing sheets to the Commonwealth for review and revision of the information for restricted items.

ITEM and Required Minimum Post-consumer Recycled Content (PCRC) Percentage

OFFICE PAPER PRODUCTS

Pressboard Folders 20%

Appointment Books 20% Record Books, Columnar 10%

Calendars/Refills 10% Reports Cover w/Fasteners 10%

Desk Pads/Blotters 35% Report Covers, Paper 15%

Post-its and Fax Post-its 20% Reports Covers, Pressboard 30%

Pads-ALL, Lined, Unlined 10% Report Covers, Punch-less 10%

Pads, Telephone Message 10% Ring Binders, Presentation 10%

File Folders, Hanging 10% Ring Binders, Pressboard 30%

File Folders & Pockets, Manila 10% PAPERBOARD/PKG. PRODUCTS

File Folders & Pockets, Colored 10% Card/Fiberboard File Boxes-All 50%

File Guides, Manila & Pressboard 10% Cardboard Diskette Mailer 35%

Files, Expanding 10% Cardboard Recycling Boxes 50-100%

File Storage Boxes 35% NON-PAPER OFFICE PRODUCTS

Files, Storage, Drawers 35% Binders/Plastic (Poly-Flex) 20%

Filler Paper, Ruled 10% Garbage Bags(limit on contract) 20%

Flip Charts 10% Stackable Trays, Plastic 25%

Folders, Expanding, Wallet and 10% Stackable Trays & Racks/Steel 100%

Box bottom

Forms, Message 10% Recycling Recep.(limit on contract) 30-100%

Index Cards 10% Report Covers, Color, Plastic 25%

Mailers, Padded 50% Report Covers, Leatherette 10%

Notebooks and Steno 10% Ruler/Plastic 20%

PAPER Types: Construction, 30% Wastebasket/Plastic – ALL 10%

Typing, Writing (limit on contract)

Pocket Portfolios w/Fasteners 10%

Packaging

- **Contractors must agree that all corrugated cardboard materials and containers used in the packaging and transport of printed promotional materials will be made with a minimum of 35% post-consumer recycled material. It is also desirable that Contractors must offer packaging which eliminates the use of cadmium, lead, mercury, and hexavalent chromium, and set limits on the incidental concentration of these materials and determined by the Toxics in packaging Clearinghouse. www.toxicsinpackaging.org/ and eliminates the use of polystyrene, flexible plastic bags made of polyvinylchloride (PVC) that often contain lead and cadmium, or other difficult to recycle materials, provides for a return program where packaging can be returned for recycling, and/or reduces unnecessary packaging wherever possible.**

EPP Identification in Catalogs

- **Contractors must clearly identify (using a symbol or other relevant character) in e-catalogs and on-line systems all products considered as an EPP of this RFR to facilitate accurate tracking of such purchases and to enable the Commonwealth to promote such products and practices to contract users.**

Contract # 12PSX0108

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

Environmental Plan

Beginning the first year of the Statewide Contract and throughout the life of the Statewide Contract, awarded Bidders must agree to work with the participating states on the contract to examine the feasibility of implementing an environmental plan. The objective of this requirement is to actively encourage suppliers to incorporate sustainable practices throughout their business operations and further market such practices to Contract users. Such a plan may include, but not be limited to, the following:

- **Implementing energy efficiency initiatives at the corporate level in line with MA Executive Order 484, such as lighting retrofits, purchase of energy from renewable sources, use of bio-heat fuel, and other energy reduction technologies.**
- **Encouraging environmental initiatives at a corporate and/or manufacturing level for the purpose of reducing the impact of manufacturing on the environment; such as clearly identifying recycled content of packaging on the packaging, providing product life cycle assessments, working toward the elimination of ozone depleting chemical usage in the manufacturing or refining process (where applicable), and conducting internal environmental auditing related to pollution control.**
- **Adopting standards and/or obtain certifications, where applicable, for product development and manufacturing processes such as but not limited to LEED, ISO 14001, Cradle to Cradle (C2C) Protocol, Green Seal, Environmental Choice and others.**
- **Using alternative fuel vehicles for delivery or transportation purposes and/or vehicles equipped with diesel emission control devices and operating such vehicles with guidance on anti-idling initiatives.**
- **Working with the SSST to develop and distribute information and/or materials to Commonwealth customers on the Awarded Bidder's environmental practices and initiatives throughout the term of the Contract.**
- **Developing a plan to implement the recycling of materials used or produced in normal business operations.**

Set-Aside Component

Partial Set Aside: It is the intention of the state to award 10 % of this contract to only Connecticut Small Business Enterprises (SBE) and Minority Business Enterprises (MBE) certified by the State of Connecticut's Department of Administrative Services/Supplier Diversity Program, pursuant to Connecticut General Statute 4a-60g. SBE and MBE bidders are required to be certified at the time of the bid opening and are requested to provide a copy of their company's current certification certificate with their bid.

Further information about the Supplier Diversity Program can be found at the following link:
<http://das.ct.gov/cr1.aspx?page=34>

Supplier Diversity Program (SDP) Plan

Important Note:

The former State Office of Minority and Women Owned Business Assistance (SOMWBA) is now known as the Supplier Diversity Office (SDO). The Affirmative Market Program (AMP) is now known as the Supplier Diversity Program (SDP), and the AMP Plan Form is now the SDP Plan Form. SOMWBA-certified M/WBEs (Minority and/or Women Business Enterprises) are now referred to as SDO-certified M/WBEs.

Transition: Any requirements or desirable specifications in this RFR, or any documents associated with this RFR, for SDO Certification, or an SDO Certification Letter, may be met by a current (prior to expiration date) SOMWBA Certification Letter. When SOMWBA certification comes up for renewal, SOMWBA certifications will be replaced by SDO certifications. This provision shall remain in effect until all current SOMWBA certifications have been replaced by SDO certifications.

Massachusetts Executive Order 524 established a policy to promote the award of State Contracts in a manner that develops and strengthens Minority and/or Women Business Enterprises (M/WBEs). As a result, M/WBEs are strongly encouraged to submit bid Responses to this RFR, either as prime vendors, joint venture partners or subcontractors. All Bidders, regardless of their certification status, are required to submit a completed SDP Plan Form as part of their Response for evaluation. It is required that Supplier Diversity Program participation accounts for no less than 10% of the total points in the evaluation.

The SSST requires Bidders to make a significant commitment to partner with certified Minority- and Women-Owned Businesses in order to be awarded a Contract. An SDO-certified (formerly SOMWBA-certified) Bidder may not list itself or an affiliate as being a Supplier Diversity Partner to its own company. In addition, a narrative statement can be included to supplement the SDP Plan Form providing further details of the SDP commitments. The submission of this narrative statement does not replace the requirement of the SDP Plan Form. Bidders must submit one form for each M/WBE SDP Relationship. Please note that no Bidder will be awarded a Contract unless and until they agree to commit to at least one (1) of following three (3) SDP Components selected by the SSST:

Contract # 12PSX0108

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

Subcontracting:

If Bidder commits to Subcontracting in their SDP plan, then they must commit to subcontract a specific dollar amount, or a minimum percentage of dollars earned through an awarded Contract, with an SDO-certified company. Although this is only one of several options to meet the requirements for participation in the Supplier Diversity Program, Bidder's submission of subcontracting commitments may be weighted most heavily. The SSST will set timelines for progress reviews (either quarterly or semi-annually) for the purpose of compliance and tracking of submitted commitments. Please note that all subcontracting partnerships require inclusion of that contract between the Bidder and the M/WBE subcontractor in the Bidder's bid package.

Ancillary Uses of Certified M/WBE Firm(s):

If a Bidder commits to Ancillary Uses of certified M/WBE Firm(s) in their SDP plan, then they must include dollar or percentage expenditure commitments for use of these firm(s) with or without the use of written commitments between the Bidder and the M/WBE Firm(s). A description of the ancillary uses of certified M/WBEs, if any, must be included on the SDP Plan Form.

Growth and Development:

If a Bidder commits to Growth and Development in their SDP plan, then they must submit a plan for education, training, mentoring, resource sharing, joint activities, and assistance that would increase industry capacity and the pool of qualified SDO certified companies.

Once an SDP Plan is submitted, negotiated and approved, the SSST will then monitor the Contractor's performance.

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at: SDP Procurement Resources and Guides or www.mass.gov/sdp.



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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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



DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Please provide the following under separate cover. Proposers are required to complete and provide a CD containing the fixed price proposal spreadsheet with a hardcopy, current published catalog and specialty offerings with their proposal return. Failure to do so may result in rejection of your proposal.

Please use the following address:

**RFP12PSX0108
PROCUREMENT SERVICES
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
ATTN: JILL BELISLE, CONTRACT SPECIALIST
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106**

RFP ADDENDUM
RFP-18 Rev. 5/17/12
Prev. Rev. 4/16/12

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

Jill Belisle
Buyer Name

(860)713-5149
Buyer Phone Number

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

RFP NO.:	12PSX0108
Proposal Due Date:	27 June 2012
Date Addendum Issued:	16 May 2012

PLEASE NOTE:

This document has been marked as "Returnable". Electronic submittal of this document indicates that your company has read and accepted any modifications to the RFP that are contained in this Addendum.

RFP ADDENDUM #1

DESCRIPTION: **Art and Instructional School Supplies**

FOR:
**Cooperative Purchase Between the State of Connecticut
and
The Commonwealth of Massachusetts,
All Using State Agencies, Political Subdivisions and
Eligible Entities of Both States**

PROPOSERS NOTE:

Q: The quantity listed is the yearly quantity. Is there another column that we are not seeing showing the quantity that they will be purchasing each time?

A. Quantities and/or Usages

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

Please use the revised attached price schedule for:

- **Part B- Discount From Catalog for All Full Catalog Items**
- **Part C-Discount from List for Specialty Items**

PRICE SCHEDULE
 RFP-16 Rev 05/08
 Prev. Rev. 05/07

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

RFP NO.: 12PSX0108

Jill Bellis
 Contract Specialist

(860)713-5149
 Telephone Number

PRICE SCHEDULE for RFP # 12PSX0108

DELIVERY:

Page 1 OF 1

TERMS:	CASH DISCOUNT: % Days
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PROPOSER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES				
A	Full Line Proposal – This includes pricing for a Minimum of 80% of the line items detailed in the Fixed Price List and a Percentage Discount from Catalog for the remainder of items not included in the Fixed Price List				_____ %
B	Percentage Discount from Full Catalog				_____ %
C	Percentage Discount from List for Specialty Items (i.e. kilns, glazes, clays, etc...)				_____ %

DO NOT USE

PROPOSER NAME:			
DELIVERY:			
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES		

B. DISCOUNT FROM CATALOG (FULL CATALOG OFFERING)

Standard Discount Off Catalog for All Full Catalog Items

_____ %

(YES/NO)

Are there any general limitations to this discount?

If so, describe the limitation:

Volume Leverage Discounts: Please specify the additional discounts that may be applied above and beyond the standard discount to eligible entities for volume purchases or sales exceeding dollar thresholds on an annual basis

Please detail the additional discount that would be provided for accelerated (prompt) payment

_____ % _____ Days ARO

ADDENDUM #1
(REVISED PRICE SCHEDULE –PART B AND PART C)

PROPOSER NAME:	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES

Please detail the additional discount that would be provided for web-based (Internet) ordering _____ %

Please detail the additional discount that would be provided if an eligible entity requested dock delivery rather than desk top delivery _____ %

C. DISCOUNT FROM LIST FOR SPECIALTY ITEMS (I.e. Kilns, Glazes, Clays, etc....)

Discount from List for Specialty Items _____ %

(YES/NO)

Are there any general limitations to this discount? _____

If so, describe the limitation: _____

ADDENDUM #1
(REVISED PRICE SCHEDULE –PART B AND PART C)

PROPOSER NAME:	
----------------	--

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	
--------	--	--

Volume Leverage Discounts: Please specify the additional discounts that may be applied above and beyond the standard discount to eligible entities for volume purchases or sales exceeding dollar thresholds on an annual basis

Please detail the additional discount that would be provided for accelerated (prompt) payment

_____ % _____ Days ARO

Please detail the additional discount that would be provided for web-based (Internet) ordering

_____ %

Please detail the additional discount that would be provided if an eligible entity requested dock delivery rather than desk top delivery

_____ %

RFP ADDENDUM
RFP-18 Rev. 5/17/12
Prev. Rev. 4/16/12

Jill Belisle
Buyer Name

(860)713-5149
Buyer Phone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

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

RFP NO.:	12PSX0108
Proposal Due Date:	27 June 2012
Date Addendum Issued:	16 May 2012

PLEASE NOTE:

This document has been marked as "Returnable". Electronic submittal of this document indicates that your company has read and accepted any modifications to the RFP that are contained in this Addendum.

RFP ADDENDUM #2

DESCRIPTION: **Art and Instructional School Supplies**

FOR:
**Cooperative Purchase Between the State of Connecticut
and
The Commonwealth of Massachusetts,
All Using State Agencies, Political Subdivisions and
Eligible Entities of Both States**

PROPOSERS NOTE:

- Statewide Contract Administration Fee and Report has been added for the State of Connecticut and Commonwealth of Massachusetts.
- The Commonwealth of Massachusetts-Supplier Diversity Program (SDP) Plan Form needs to be filled out.

RFP NO: 12PSX0108

Art and Instructional School Supplies

Addendum #2

State of Connecticut

The contractor agrees to provide a quarterly administrative fee to the State of Connecticut in form of a check payment. The fee will be payable to the "Treasurer, State of Connecticut" for an amount equal to 1% (one percent) of the total dollar amounts, adjusted for credits or refunds, for purchases made by Eligible Entities to the Statewide Contractor based on your statewide contract

Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to State of Connecticut a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by the State of Connecticut on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the Treasurer, State of Connecticut and mailed to: State of Connecticut, DAS/Procurement Services, Attn: Jill Belisle, Contract Specialist, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106. Please include the following information in the memo field of each check: 1) "Contract Administration Fee", 2) the Statewide Contract Number and 3) your State of Connecticut Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period (see Quarterly Reporting below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

Statewide Contract Administration Fee and Report

This Statewide Contract is subject to a 1% Contract Administration Fee, which is created pursuant to MGL c. 7, § 3B, 801 CMR 4.02 and the Transaction Fee section in this solicitation and/or incorporated by reference into Statewide Contracts with the Operational Services Division (OSD). The price stated in any Bidder's bid price and any Contractor's Statewide Contract shall be inclusive of this fee and Contractors shall not reflect this fee as a separate line item on customer invoices.

This fee will be based on 1% of the total dollar amounts, adjusted for credits or refunds, paid by Eligible Entities to the Statewide Contractor based on your statewide contract. All "Statewide Contracts" awarded and all purchase orders and purchases made pursuant to this RFR are subject to this fee regardless of whether the contract was awarded for statewide or regional coverage. Eligible entities include, but are not limited to: a) Cities, towns, districts, counties and other political subdivisions; b) Executive, Legislative and Judicial Branches, including all departments and elected offices therein; c) Independent public authorities, commissions, and quasi-public agencies; d) Local public libraries, public school districts, and charter schools; e) Public hospitals owned by the Commonwealth; f) Public institutions of higher education; g) Public purchasing cooperatives; h) Non-profit, UFR-certified organizations that are doing business with the Commonwealth; i) Other states and territories with no prior approval by the State Purchasing Agent required; and j) Other entities when designated in writing by the State Purchasing Agent. For a list of other entities that are eligible to use your specific Statewide Contract, please check the Issuers Tab for each Solicitation or Contract on Comm-PASS at www.comm-pass.com.

Note that if the 1% Administration Fee is deductible as a business expense for federal income tax purposes, it is also deductible as an expense for Massachusetts tax purposes.

Quarterly Fee Payment:

For each Payment Period, Contractor shall pay to OSD a Fee equal to one percent (1%) of the total payments (adjusted for credits or refunds) received from all Eligible Entities that have purchased from the Contractor pursuant to this Agreement. All payments will be based on full calendar quarters (Payment Periods) and must be received by OSD on or before 45 days after the last day of the Payment Period (as specified below) or a contractor will be considered in breach of contract:

Quarter	Payment Period	Quarterly Payment Due Date
First Quarter	January 1st – March 31st	May 15th
Second Quarter	April 1st – June 30th	August 15th
Third Quarter	July 1st – September 30th	November 15th
Fourth Quarter	October 1 – December 31st	February 15th

Quarterly payment will include any periods less than a full calendar quarter if a contract does not start at the first day of a quarter or end on the last day of the quarter.

Payments are to be made by check made payable to the "Operational Services Division, Comm. of Mass." and mailed to: Operational Services Division, Attn: Contract Admin. Fee, One Ashburton Place, Room 1017, Boston, MA, 02108. Please include the following information in the memo field of each check: 1) "Contract Administration Fee", 2) the Statewide Contract Number and 3) your Commonwealth of Massachusetts Vendor Code (VC) number. Please do not list social security numbers on the check. If the total Administration Fees due for the Payment and Reporting Period

(see Quarterly Reporting below) are less than \$50, a Statewide Contractor may carryover that balance to the next Payment and Reporting Period until the cumulative amount owed is \$50 or greater.

Quarterly Reporting:

Contractor shall submit one Statewide Contractor Administration Fee Report for each Statewide Contract for each Payment Period, even if no payment is due for the Payment Period. The Statewide Contractor Administration Fee Report for the applicable payment period must be completely filled out and signed by the Statewide Contractor under pains and penalties of perjury.

Audit:

During the term of this Agreement and for a period of six years thereafter, the Operational Services Division, its auditors, the Office of the Inspector General or other authorized representatives shall be afforded access at reasonable times to Contractor's accounting records, including sales information on any system, reports or files, in order to audit all records relating to goods sold or services performed pursuant to this Agreement. If such an audit indicates that Contractor has materially underpaid OSD, then the Contractor shall remit the underpayment and be responsible for payment of any costs associated with the audit.

Other Terms:

Contractors are responsible for compliance with all other contract reporting requirements including, but not limited to, contract detailed spend, Supplier Diversity Program (SDP) and other contract reports, as required by this contract.

All amounts payable by the Contractor to OSD under this Agreement that are not received by the due date specified shall bear simple interest from the date due until paid. The Late Payment Interest Rate is set by the Office of the State Comptroller on an annual basis and can be found by selecting the fiscal year in question on the Comptroller's Fiscal Year Updates webpage.

In the event of the Contractor's breach of this policy including, but not limited to, non-reporting, non-payment, late reporting/payment, under-reporting/payment, the Commonwealth reserves the right to pursue any and all recourse and penalties available including, but not limited to, contract suspension and contract termination. The Commonwealth is allowed to suspend, terminate or debar pursuant to Massachusetts General Laws Chapter 29, Section 29F, as amended, and pursuant to Section 4 of the Commonwealth Terms and Conditions. In addition, in the event the Contractor fails to make any payment when due, the Contractor shall be liable to the Commonwealth for all expenses, court costs, and attorneys' fees (including inside counsel) incurred in enforcing the terms and conditions of this Agreement.



Supplier Diversity Program (SDP) Plan Form

Contract/RFR Document Number: OFF35

Instructions: Completing all parts of this form is mandatory. Please read instructions in the SDP section of the solicitation. **Complete one form for each Supplier Diversity Office (SDO) Certified M/WBE Partner Business.** For a complete list of certified vendors please go to <http://www.somwba.state.ma.us/BusinessDirectory/BusinessDirectory.aspx>.

Part I Bidder/Contractor Information

[Help with Part I](#)

Business Name:

Full Address: number, street, and apt. or suite no., city, state, zip

Contact Name:	Phone # () - x	Email address:
Check one of the following if applicable : <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> M/WBE <input type="checkbox"/> M/W Non-Profit		Certification Expiration Date If Applicable (copy of the SDO certification letter must be attached):

Part II SDP Partner (Cannot be the same company as the Bidder/Contractor or an affiliate)

[Help with Part II](#)

M/WBE Business Name:

Full Address: number, street, and apt. or suite no., city, state, zip

Contact Name:	Phone # () - x	Email address:
Check one of the following if applicable : <input type="checkbox"/> MBE <input type="checkbox"/> WBE <input type="checkbox"/> M/WBE <input type="checkbox"/> M/W Non-Profit		Certification Expiration Date If Applicable (copy of the SDO certification letter must be attached):

Part III Description of Business Relationship

[Help with Part III](#)

Check a **minimum of one** of these options that best describe the business relationship between Bidder/Contractor and SDP Partner:

- Subcontract:** include a copy of the written agreement between the Bidder and Subcontractor.
- Ancillary:** include a copy of the written agreement between the Bidder and Ancillary Partner.
- Growth & Development:** enclose plan for education, training, sponsorship, mentoring, resource sharing, and/or other initiatives.

Briefly describe the products and/or services the SDP Partner will provide your business:

Part IV Financial Commitment

[Help with Part IV](#)

Provide information on the committed amount (as a percentage of Bidder/Contractor gross revenue derived from this contract or as an exact dollar figure) to be spent with the certified SDP Partner as part of this relationship.

Annual Amount or Percentage	or separately for each contract year	Year 1 Amount or Percentage	Year 2 Amount or Percentage	Year 3 Amount or Percentage	Year 4 Amount or Percentage	Year 5 Amount or Percentage

Part V Past Performance

[Help with Part V](#)

Have you had past relationships/spending with this SDP partner Yes No

If yes, please provide total spending in previous two years \$.

Sign Here:	Print Name ►	Title ►
	Authorized Signature ► _____	Date ►



Supplier Diversity Program (SDP) Plan Form Instructions

Part I

Bidder/Contractor Information: Business name, full address, contact name, phone #, email address and your SDO certification status, if you have one, i.e. if you are SDO certified, please put in the expiration date of your certification. Please be aware you will not receive additional points based on your certification status. Submit a copy of your SDO certification, if applicable.

Part II

SDP Partner must be a Women Owned (WBE), Minority Owned (MBE) or Minority and Woman Owned (M/WBE) Business Enterprise or Woman Nonprofit (WNP) or Minority Nonprofit (MNP) certified by the Supplier Diversity Office (fka SOWMBA). You must include the partner's business name, full address, contact name, phone #, email address and SDO certification status. You must also submit a copy of the partner's SDO certification. For a complete list of SDO certified vendors please visit their website at www.mass.gov/SDO. Please note that if you are a SDO certified vendor you cannot put yourself as the SDP partner or an affiliate but will be required to partner with another SDO certified business. SDO certified vendors responding to Requests for Response (RFR) are not exempt from this requirement.

Part III

Description of Business Relationship: In this section the prime Bidder/Contractor must provide a description of the business relationship with the SDP Partner. Please refer to the SDP section of the solicitation (RFR) to determine if any of these options are required in your response and to determine how many options you can use for your SDP plan. For example, unless the RFR requires otherwise, you can select Subcontracting and Growth and Development or you can select Ancillary Services and Growth and Development. However, you must select at least one business relationship and provide a description of the services rendered.

- 1) Subcontracting: submit SDP Plan form, a partnership agreement and SDP partner's certification.
- 2) Ancillary: submit SDP Plan form, a partnership agreement (if available) and SDP partner's certification.
- 3) Growth and Development: submit SDP Plan form, growth and development plan (please use a separate sheet) and SDP partner's certification.

Definitions and examples of the three components can be found at:
<http://www.mass.gov/Eoaf/docs/osd/sdo/sdp/subcontracting.doc>

The Supplier Diversity Program offers training on the SDP Plan requirements. The dates of upcoming trainings are located on the SDP website at www.mass.gov/SDP.

Part IV

Financial Commitment: provide the minimum amount you will spend with the SDP partners as a percentage of the gross revenue derived from the contract or an exact dollar amount. If you select the same percentage or dollar amount for each contract year, please input this information in the Annual Amount or Percentage field(s). If the committed amount is different each contract year, input the percentage or dollar amount in the field that corresponds with the appropriate contract year.

Part V Past Performance: Historical spending with the SDP partner. If you have a previous relationship with this partner provide the total for the past two years

Resources available to assist Prime Bidders in finding potential M/WBE partners can be found at:
<http://www.mass.gov/Eoaf/docs/osd/sdo/sdp/20guidance.doc>