

**BRIDGEPORT BOARD OF EDUCATION**  
**AGENDA OF REGULAR MEETING OF THE BRIDGEPORT BOARD OF EDUCATION**

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**TUESDAY, MAY 26, 2026 - 6:30 PM**  
**BRIDGEPORT REGIONAL AQUACULTURE SCIENCE & TECHNOLOGY EDUCATION**  
**CENTER**  
**60 ST. STEPHENS ROAD**  
**BRIDGEPORT, CT 06605**

1. **Call to Order**
2. **Pledge of Allegiance**
3. **Roll Call**
4. **Student Representative Reports**
5. **Public Comment**
6. **Chairperson's Report**
  - a. Update on the Board of Education's Progress to State Intervention
7. **Committee Reports-Referrals**
  - a. Operations Committee
  - b. Instruction & Support Services Committee
  - c. Policy Committee
  - d. Ad Hoc Committees
  - e. CABE Report
8. **Superintendent's Report**
9. **Consent Agenda**

Superintendent's Report

  - a. Approval of the May 11, 2026 Regular Meeting Minutes
10. **Old Business**
11. **New Business**
  - a. \* Request for Approval of the Workers' Compensation Settlement with R. Colon
  - b. Approval of the Emergency Contract to Repair the Chiller at Central High School
  - c. Approval to Enter into a Joint Contract with the City for the Employee Assistance Program (EAP) Services
  - d. Discussion and Possible Approval of an Amendment to By\_Law 9132/9133 to Include Board Members to Speak as of Right at a Committee Meeting
  - e. Second Read and Approval of Revised Policy Series 3000 Business/Non-Instructional Operations for Immediate Implementation
12. **Additional Public Comment (As Needed)**
13. **Adjourn**

Monday, May 11, 2026

MINUTES OF THE REGULAR MEETING OF THE BRIDGEPORT BOARD OF EDUCATION, held May 11, 2026, at Bridgeport Regional Aquaculture Science and Technology Education Center, 60 St. Stephens Road, Bridgeport, Connecticut.

Present were Chair Jennifer Perez, Secretary Maritza Estremera Jimenez, Albert Benejan Grajales\*, Willie Medina, Jowanne Burks-Jennings\*, Robert Traber\*\*, and Andre Woodson\*. Joseph Sokolovic\* joined the meeting subsequently as noted.

\*Remote participation \*\*began the meeting remote and subsequently arrived in person as noted.

Interim Supt. Royce Avery was present.

The meeting was called to order at 6:34 p.m.

### **STUDENT REPRESENTATIVE REPORTS:**

Shannoy Fraser of Harding High reported on her school. Among the items she highlighted were students honored by the CIAC as scholar-athletes; state examinations for nursing assistant students; renaming of the auditorium; the senior trip to North Granby; an art show at the school to honor outstanding alumni; and the annual law and health fairs.

Christian Bica of Central High School reported. Among the items he highlighted were the magnet open house; the junior ring dance; the upcoming prom on May 29th; AP testing; Teacher Appreciation Week; students honored as CIAC scholar-athletes; spring sports; Senior Day celebration planning; and end-of-year events.

Dr. Avery said there would be an end-of-the-year banquet for the student reps and their parents.

Mr. Traber arrived at the meeting in person.

Deborah Graziano Silva of Bridgeport Military reported. Among the items she highlighted were teachers who went to San Diego for a magnet school conference; PSAT and SAT testing; motivational posters created by teachers; a visit to the Westport Country Playhouse; reading benchmark testing; and the senior prom.

### **CHAIR REPORT:**

Ms. Perez thanked teachers and nurses in the district, noting it was Teacher Appreciation Week.

Ms. Perez said there was an RFP out for the superintendent search firm. She said she would be updating the state on the progress on board's five goals established last year.

In response to a question, Ms. Perez said the board had to rank the firms that respond to the RFP. She said there

would be more discussions in the search committee meetings.

### **COMMITTEE REPORTS:**

Ms. Perez said the Operations Committee met last Wednesday. There was a discussion of the budget and the state and city allocation. She said we have about \$25 million coming from the state and about \$10 million from the city. She thanked community members, students, parents, and the staff for advocating for the budget.

The next committee meeting is scheduled for June 3rd.

Mr. Benejan Grajales requested an update on the nutrition center and security.

Mr. Traber said the Instruction and Support Services Committee would meet on May 27.

Mr. Benejan Grajales requested an update on the PAC/PTSO budgets.

Ms. Perez said the Policy Committee will meet this Wednesday.

Mr. Traber said at the press conference today he spoke with the state representatives, and he looked forward to getting information on the money the district will receive through MARB. He said we had achieved a degree of solidarity we have not seen in Bridgeport in a long time. He said we are well-positioned for next year, when there

will be a real battle in Hartford to fix the ECS formula in the long session.

Mr. Traber said he wanted to discuss any future meetings of the Ad Hoc Advocacy Committee with Ms. Perez.

Ms. Estremera Perez said CAFE will be hosting a legislative wrap-up tomorrow in Hartford. She said the finance webinar series will continue and she described the schedule of future events.

### **SUPERINTENDENT REPORT:**

Dr. Avery said he wanted to highlight the students who participated in advocacy this year. He said they were part of the reason why we were so successful in receiving historic amounts of funding given to the district this year. He said the district was still about \$10 million short. He urged the public to come to the City Council meeting tomorrow for their vote.

Dr. Avery said the school climate and culture survey is being kicked off today. He urged parents to respond through Parent Square or e-mail because it helps us figure out the climate in our schools.

Dr. Avery said about fifty paraprofessionals will participate in social-emotional learning training over the next two weeks. A parent workshop continues at Housatonic Community College. There will be a community event at

Central on May 30th which will distribute food and clothing.

### **CONSENT AGENDA:**

Mr. Medina moved to approve the consent agenda. The motion was seconded by Mr. Traber and unanimously approved.

The items were, approval of the April 20, 2026, Special Meeting Minutes and approval of the April 27, 2026, Regular Meeting Minutes

### **NEW BUSINESS:**

John Torres of Bridgeport Caribe Youth Leaders described the founding of the organization and the growth of the organization from just sports to a youth development organization. He said we are currently serving ten percent of the entire Bridgeport K to 12 student population. He described the successes of students in the program.

Mr. Torres described a new initiative for high school seniors called the Healthcare Explorers Program. He said the demand for healthcare workers is growing and provides well-paid jobs. He said Caribe working with the district is powerful.

Ms. Perez noted there were no action items related to the presentation.

Mr. Torres said he has had discussions with principals and they are chomping at the bit to make the program happen in the fall. Dr. Avery thanked Mr. Torres for always trying to make opportunities for children in the district.

Mr. Traber moved to “*table the item on the workers’ compensation agreement with D. Jasko.*” The motion was seconded by Mr. Benejan Grajales and unanimously approved.

The next agenda item was for settlement for S. Graham-Hunt. Invited to participate were Atty. Rebecca Goldberg and Dr. Avery

Mr. Traber moved “*to go into executive session with the attorney online and Dr. Avery.*” The motion was seconded by Mr. Medina and unanimously approved.

The executive session began at 7:20 p.m.

The board reconvened in public session at 7:46 p.m.

Ms. Estremera Jimenez moved “*to approve and allow Dr. Avery to sign the settlement as discussed in executive session.*” The motion was seconded by Mr. Traber and unanimously approved.

The next agenda item was to suspend bylaw 9310 for the purpose of immediate implementation of the following: the administration 2000 series policies; and board bylaws 9000 series.

Mr. Traber moved approval. The motion was seconded by Mr. Benejan Grajales.

Atty. Mark Anastasi of the city attorney's office said a substituted version of 9125 had been submitted by City Attorney Tyeisha Toms. He described it as a clearer statement of the relationship of the board and the city attorney, but not a substantive change.

The motion was unanimously approval.

The next agenda item was the approval and immediate implementation of the following policies.: 1. Administration 2000 Series Policy  
2. Board By-Law 9000 Series

Atty. Anastasi said the draft of the 9125 Policy was a rewording, a wordsmithing and clean-up of the language. He said it was consistent with the practice whereby the board, the superintendent, and the city attorney collaborated for the retention of outside legal counsel.

Mr. Medina requested a recess to read the proposed draft.

Mr. Traber moved to recess for five minutes. The motion was seconded by Mr. Medina and unanimously approved.

The recess began at 7:53 p.m.

The board reconvened at 7:59 p.m.

In response to a question, Atty. Anastasi said the goal is to minimize the use of outside counsel and to have the city attorney determine whether or not we're capable of handling something in-house, so the board is not billed for it. In the case of a sensitive matter with a possible conflict between the city and the board, he said that goes to outside counsel. He said sometimes outside counsel has to represent one employee when the city attorney's office is representing another employee. He said there are also cases that require expertise of outside counsel.

Atty. Anastasi said we want to avoid staff below the level of the superintendent consulting with outside counsel.

Mr. Traber said the language would seem to restrict the board's ability to make the decision itself on outside counsel.

Atty. Anastasi said the city charter says no one other than the city attorney can retain outside legal counsel. He said no one would deny the board's right to spend money for outside counsel, but the board has to do the retention through the city attorney.

Mr. Traber said the board has used outside counsel going back several decades. He said the city attorney should not be a gatekeeper for us if we choose as a board to use Shipman & Goodwin or Berchem Moses.

Atty. Anastasi said about a decade and a half ago the city attorney and the board went out collectively to solicit offers from outside firms and interviewed them.

Mr. Sokolovic\* joined the meeting.

There was a discussion of the language of the draft. Atty. Anastasi quoted Chapter 7, Section 4, of the charter. He said the bylaw needs to be consistent with the charter.

In response to a question, Atty. Anastasi said he believed we're not changing past practice, but making sure the document reflects the charter and the past practice. He said a request for outside counsel should be restricted to the superintendent or the chair of the board.

Mr. Medina moved to table the amended 9125. He said we can have the other board members take a look at this to collaborate with us. The motion was seconded by Mr. Sokolovic.

The motion failed by a 5-2 vote. Voting in opposition were members Benejan Grajales, Estremera Jimenez, Perez, Traber, and Woodson. Voting in favor were members Medina and Sokolovic. Ms. Burks-Jennings abstained.

Mr. Medina suggested an amendment to change language from the board "acting through the city attorney" to "consultation of the city attorney." And to add "and with board vote" to "with consultation of the board." The motion was seconded by Mr. Sokolovic.

Atty. Anastasi said it was a partnership, with the goal of providing the board with the best quality legal service at the least financial burden.

In response to a question, Atty. Anastasi said the matter was not brought to committee but brought to the board as an amendment because the city attorney took action when it was brought to her attention.

In response to a question, Atty. Anastasi said the language in the charter was just added recently. He said it was a clarification to reflect the reality in the state statute as well.

In response to a question, Atty. Anastasi said he believed the language precluded the city hiring of an attorney on the board's behalf. He said nobody can expend the board's money without its approval.

In response to a question about the board needing to sue the city, Atty. Anastasi noted there were incidents in the past where the City Council and the police commission received outside counsel to engage with the city. He said this is covered in the charter.

Mr. Traber moved to amend by substitution of this language. The motion was seconded by Mr. Benejan Grajales.

Mr. Medina said he previously made a motion to amend.

Atty. Anastasi said he did not have a problem with the second part.

Mr. Sokolovic suggested separating the amendment into two parts.

Mr. Sokolovic withdrew his second. Mr. Medina withdrew his motion.

Mr. Medina moved to amend the new 9125 to include the words in the third paragraph "and board vote." The motion was seconded by Mr. Sokolovic.

Atty. Anastasi suggested a friendly amendment to remove "assign outside counsel," while maintaining "retain."

Mr. Sokolovic withdrew his second and Mr. Medina withdrew his motion.

Mr. Medina moved, "*in the third paragraph of the new amended 9125, 'to retain outside legal counsel to represent the district,' omitting the words 'or assign.'*" The motion was seconded by Mr. Sokolovic.

The motion was approved by a 5-2 vote.

Voting in favor were members Sokolovic, Medina, Estremera Jimenez, Benejan Grajales, and Traber. Voting in opposition were members Woodson and Perez.

Mr. Medina moved "to approve, for immediate implementation of the following: (1) administration 2000

series policy; and (2) board bylaws 9000 series, adding the amendment of 9125 as just voted.

Mr. Medina moved to approve the amendment in substitution of bylaw under “Attorney” 9125. The motion was seconded by Ms. Estremera Jimenez.

The motion was approved by a 6-1 vote. Voting in favor were members Medina, Estremera Jimenez, Benejan Grajales, Woodson, Burks-Jennings, and Traber. Mr. Sokolovic was opposed because he did not go through committee.

Mr. Traber identified a typographical error in the 9000 series, on page 4. On page 7, he pointed out another change.

Ms. Perez said the grammatical changes did not require a motion.

Atty. Anastasi said, generally speaking we say boards or commissions act as a body at a duly convened meeting. There was a discussion of how to word the text.

Mr. Traber moved “*to amend 9010 as shown on the board.*” The motion was seconded by Mr. Sokolovic and unanimously approved.

Mr. Traber moved a change on page 11 relating to advocacy. The motion was seconded by Mr. Sokolovic.

Mr. Woodson said the board should keep in mind that Mr. Goeler from CAGE recommended not changing language too much, although he noted this one was for grammar. Mr. Traber explained the importance of coalitions.

Mr. Traber moved to add "*pursuant to the city charter.*" The motion was seconded by Ms. Estremera Jimenez and unanimously approved.

Atty. Anastasi pointed out a typographical error in 9221, page 26.

Mr. Traber moved "*to approve the immediate implementation of board bylaws 9000 series as amended.*" The motion was seconded by Mr. Benejan Grajales and unanimously approved.

Ms. Perez said the board voted a few weeks ago to change 2131. She said the model policy given to us is taken straight from the state statute, 10-157. She this was on the advice of counsel, and she suggested going back to the model policy.

Mr. Medina moved to revise Policy 2131(a) as discussed. The motion was unanimously approved.

There was a discussion of some items in the 2000 series.

Mr. Traber discussed 2140(b) regarding negotiating with a superintendent hired by the board. He said that is done typically by counsel. There was a discussion of the

language to be used. Verbiage was proposed: The board will define the parameters for negotiations and designated a representative(s)

Mr. Traber moved *“to amend 2140(b) as rewritten.”* The motion was seconded by Mr. Medina and unanimously approved.

There was a discussion of R-2151(a).

Mr. Traber moved to change the word “allocate’ to “assign.” The motion was seconded by Mr. Medina and unanimously approved.

There was a discussion about R-2231.

Mr. Traber moved *“to approve and immediately implement the administration 2000 series policy as amended from tonight’s discussion.”* The motion was seconded by Mr. Medina and unanimously approved.

Mr. Medina moved to adjourn the meeting. The motion was seconded by Mr. Benejan Grajales and unanimously approved.

The meeting was adjourned at 9:49 p.m.

Respectfully submitted,

John McLeod

**REQUEST FOR QUALIFIED PURCHASE** (waiver of competitive process)

**\*\*\*\*\* THIS SECTION FOR PURCHASING AND CAO ONLY\*\*\*\*\***

**BMS338265 CENTRAL HS CHILLER REPAIRS**

**FILE NUMBER** (assigned by Purchasing only): \_\_\_\_\_

RECOMMENDED:  DENIED:  Lisa Farlow 05-13-2026 (SIGNED/DATED PURCHASING AGENT)  
(a denial requires a written explanation)

APPROVED:  DENIED:  Fred Gee 05/13/2026 SIGNED/DATED CAO

**\*\*\*PLEASE FOLLOW HIGHLIGHTED DIRECTIVE BELOW BEFORE PROCEEDING\*\*\***

**COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED.**  
**THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.**

**REMINDER:** Purchases made from state or cooperative bids do not require this form.

**PURCHASE INFORMATION**

HI TECH CHILLER REPAIRS

**PROPOSED VENDOR & ITEM(S) TO PURCHASE:** \_\_\_\_\_

**ESTIMATED AMOUNT** (attach quote or applicable backup) \$ 75,000.

**PRIOR QP NUMBER:**(N/A if not applicable. Any existing agreement/contract must also be provided) BMS025267

**REASON FOR WAIVER REQUEST**

- SOLE SOURCE** (the only vendor that exists. Sole Source letter required)
- SINGLE/SPECIAL SOURCE** (only one unique vendor, among many)
- TIME CRITICAL** (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
- REQUIRED** to come immediately into compliance with federal, state or local laws or codes
- NECESSARY** to avoid complete loss of funds made available by non-city public or private funding sources

**INTEGRITY AFFIDAVIT**

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

**Name of Contracting Officer:** JORGE GARCIA

**Contracting Officer's email address:** JGARCIA3@BRIDGEPORTEDU.NET

**Department:** BBOE FACILITIES **Title:** CHIEF OPERATING OFFICER **Phone Number:** x 275 2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.<br>(If yes, attach detailed explanation)<br>(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

\_\_\_\_\_  
(Signature -Contracting Officer/Manager)

Dated: 5/13/26

\_\_\_\_\_  
(Signature -Department Head or BOE Authorized Personnel)

Dated: 05/12/26

**BE ADVISED:** It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

**PLEASE NOTE:**

QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070 PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO EMCUMBERING FUNDS.

IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR QUALIFIED PURCHASE REQUEST.

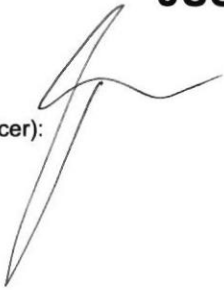
# REQUEST FOR QUALIFIED PURCHASE

## JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE: 5/13/20



- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?  
(provide supporting documents):

CHILLER REPAIR FOR THE SMARDT CHILLERS AT CENTRAL HIGH SCHOOL \$66,000 PLUS CONTINGENCY IF NEEDED

TIME IS OF THE ESSENCE. A NEW GYM FLOOR WAS INSTALLED AND THE TEMPERATURE WILL NEED TO BE CONTROLLED PROPERLY TO AVOID DAMAGE TO THE FLOOR DURING WARMER WEATHER. THIS FACILITY REQUIRES PROPER AIRFLOW DUE TO ENVIRONMENTALS AS WELL.

- IF PURCHASE IS ESTIMATED TO BE LESS THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

- IF PURCHASE IS ESTIMATED TO BE MORE THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

The vendor Hi Tech is certified and factory authorized to repair and maintain Smardt chillers. The vendor installed the smardt chiller at the high school. This is the only Smardt chiller in the district. Hi Tech has maintained the chiller since it was installed. They are most familiar and have the most experience with this chiller.

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating

Capital

Grant

(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

### ADDITIONAL INFORMATION/EXPLANATION (if any)

We also contacted the only other Smardt chiller vendor, F & F Mechanical, in our area for a quote, attached, They quoted \$196,488.86 for only one compressor to be repaired.

**NOTE:** FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST



**Hi Tech Air Conditioning Service, Inc.**

60 Otis Street • West Babylon, NY 11704

(631) 491-5210 • Fax (631) 491-5307

**Proposal of Services**  
**Quote #CL026050**

**CUSTOMER:** Bridgeport BOE  
**LOCATION:** Bridgeport H.S., 1 Lincoln Blvd., Bridgeport CT  
**ATTENTION:** Michael Zirkel/Brian Hine  
**SUBJECT:** Chiller #2, Compressor #1 IGFV, Compressor #2

**DATE:** 4/20/2026

**Description of Proposed Services:**

**Smardt Chiller #2 Model #SWA130-2LG10-F2HHKA-F2AKVA-TN0; S/N FF0010K282Q1784**

**Compressor Model #TT500-G10-1-ST-E-O-NC:**

- Provide labor and material to replace defective compressor #2, replace defective IGV assembly for compressor #1
- Replace IGV assembly for compressor #1
- Recover approximately 1100 lbs. of refrigerant from compressor #2
- Disconnect and remove defective compressor #2 that has failed
- Supply and install new compressor
- Pipe in new compressor
- Pull vacuum and add refrigerant charge back to system\*
- Leak check new compressor
- Start up and test operation of chiller

**NOTE: IF ADDITIONAL REFRIGERANT IS NEEDED, WILL NEED TO AMEND PROPOSAL FOR COST OF ADDITIONAL REFRIGERANT**

**NET PRICE FOR WORK DESCRIBED ..... \$66,000.00**  
**(EXCLUDING TAXES)**

Page 2

**Payment Terms for the services outlined in this quote for services shall be 100% Net 30 Days. Alteration, modifications or changes to the services described within this quote shall not be valid unless made in writing and executed by a duly authorized representative of the customer.**

**All material shall be warrantied for a period of 90 days from date of completion unless defect is a function of misuse, abuse, corrosion, neglect, sabotage, fire, flood or lightning strike.**

Accepted By: \_\_\_\_\_

Date: \_\_\_\_\_

P.O. #: \_\_\_\_\_

Date: 4/20/2026

\_\_\_\_\_  
Jason Natoli  
Service Manager

Quote #CL026050

**If the description of services, pricing and terms of payment are acceptable, please execute in the appropriate areas and FAX back to our office at (631)491-5307 or email to sender to expedite processing of your order.**

**Hi Tech Air Conditioning Service, Inc.**

60 Otis Street • West Babylon, NY 11704

Tel (631) 491-5210 • Main Fax (631) 491-5307



## F+F Mechanical

# Bridgeport Central High School Chiller #2 Compressor Replacement Proposal

*Quote is for  
1 compressor only*

**Date:**

6/11/2025

**Proposal Number:**

P02757

**Prepared for:**

City of Bridgeport  
1085 Connecticut Avenue  
Bridgeport, CT 06607

**Prepared by:**

Joe Johnson  
203-641-3511  
jjohnson@ffmechanical.com  
AA/EOE





**F+F Mechanical**

**PROPOSAL**

Proposal Date: 6/11/2025  
Proposal Number: P02757

F+F Mechanical Service, LLC.  
140 Corporate Drive  
Trumbull, CT 06611  
Ph: 203-641-3511

**Customer**

City of Bridgeport  
1085 Connecticut Avenue  
Bridgeport, CT 06607  
Michael Pires

**Location of Work**

Central High School  
1 Lincoln Boulevard  
Bridgeport, Connecticut 06606  
Michael Pires

**WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:**

OUR PROPOSAL INCLUDES ALL ITEMS LISTED ON THE ATTACHED SCOPE OF WORK PAGE.

OUR PRICE FOR THIS PROPOSAL IS .....\$196,488.86 applicable taxes not included.

Service/Description	Qty.	Unit Amount	Total
TT7010 Refurbished Compressors	1	\$150,206.86	\$150,206.86
Materials	1	\$26,020.47	\$26,020.47
Labor	102	\$144.00	\$14,688.00
Tools	1	\$750.00	\$750.00
Refrigerant Recovery	1	\$4,823.53	\$4,823.53
<b>Total</b>			<b>\$196,488.86</b>

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

**F+F Mechanical Service, LLC.**

**Customer**

*Joe Johnson*

Signature (Authorized Representative)

Signature (Authorized Representative)

Joe Johnson

Name (Print/ Type)

Name (Print/ Type)

203-641-3511

Phone

Title

6/11/2025

P02757

Date

Proposal #

Date

PO#



## **F+F Mechanical**

### **Scope of Work:**

Replacement of defective compressors #1 and #2

- Furnish and replace (2) check valves
- Furnish and install new capacitors
- Recover approximately 1100 lbs. of refrigerant from chiller
- Disconnect and remove defective compressors
- Furnish and install new compressors
- Perform leak check
- Evacuate and recharge chiller with refrigerant
- Start up and test operation of chiller

NOTE: IF ADDITIONAL REFRIGERANT IS NEEDED, WILL NEED TO AMEND PROPOSAL FOR COST OF ADDITIONAL REFRIGERANT



## F+F Mechanical

### Exclusions:

Payment and Performance Bond  
Sales & Use Taxes  
Cutting, Patching, Painting  
Permit Fees  
Engineering or Stamped Drawing  
As Built Drawings  
Electrical Work  
Temporary Heat or Cooling  
Asbestos or Lead Abatement  
Overtime  
Slab X-ray  
Duct Cleaning  
Concrete Work  
Structural Engineering or Reinforcement  
Ceiling Removal or Reinstallation  
Movement/Protection of Furniture, Fixtures or Equipment  
Roofing or Roof Protection  
Excavation or Backfilling  
Isolation, Draining, Refilling or Venting of any Piping Systems  
Certified Payroll  
AIA Billing  
Retainage



## F+F Mechanical

### TERMS & CONDITIONS

- a. Customer shall permit F+F Mechanical Service, LLC (hereafter F+F) reasonable, free and timely access to all areas and equipment, and allow F+F Mechanical to stop and start the equipment as necessary to perform required services. All planned work under this Agreement will be performed during F+F's normal working hours of Monday through Friday 7:00am – 3:30pm.
- b. Parking for service vehicles performing the work will be made available on site by the Customer at no additional cost to F+F.
- c. At no time, will F+F be liable for any expenses incurred or required in removing, replacing or refinishing any of the building structure, architectural features, furnishings or furniture, necessary to execute the work covered under this Agreement.
- d. F+F warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part or item or piece of equipment proves defective, F+F will extend to Customer the benefits of any warranty F+F has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the current hourly rates. F+F reserves the right to refuse warranty work if Customer account is delinquent. F+F MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- e. The warranties and services provided herein assume that Customer operates the systems and equipment in accordance with the manufacturer's recommendations. This includes having proper maintenance performed. Further, all warranties made by F+F are voided as a result of any vandalism, modifications, or repairs not performed by F+F.
- f. Unless F+F explicitly provides HVAC or plumbing design services as part of this agreement, F+F will not be responsible for design deficiencies of the HVAC or Plumbing systems, including, but not limited to: air flow, air distribution, water flow, drainage, system imbalances, etc.
- g. F+F will not be responsible for any damage or loss resulting from data communication failures, electrical failures, or electrical design deficiencies.
- h. To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless F+F, and their respective affiliates, officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits and other liabilities, including all costs, reasonable attorneys' fees, consequential damages, and punitive damages ("Damages"), arising out of or resulting from the active or passive act or omission of Customer or 3<sup>rd</sup> Party contractor or vendor of Customer, whether any such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or damage or destruction of tangible property, including the loss of use resulting therefrom, economic losses, claims of Customer's clients or tenants, or otherwise; except this indemnification obligation shall exclude liability for bodily injury or property damage arising from the negligence of F+F and/or the Indemnified Parties. Notwithstanding the foregoing, if F+F and/or the Indemnified Parties are found to be negligent, the maximum allowable Damages shall be limited to the contractual value of this agreement. This indemnification shall survive the completion of the Work or the



## F+F Mechanical

termination of the Contract. Further, in no event shall F+F have any liability for loss of profits, loss of business, direct, indirect, incidental, consequential, special, punitive, increased operating or maintenance expenses, or exemplary damages even if F+F has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, F+F shall not be liable in respect of any decisions made by Customer as a result of F+F's services. Any action, regardless of form, against F+F relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

- i. F+F's obligation under this proposal and any subsequent contract does not include the identification, abatement, cleaning or removal of any toxic or hazardous substances, wastes or materials, including mold. In the event such substances, wastes and materials are encountered, F+F Mechanical's sole obligation will be to notify the Customer of their existence. F+F shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed.
- j. F+F Mechanical expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with F+F's work under this agreement.
- k. Customer will promptly pay invoices within 30 days of receipt. Should a payment become more than thirty (30) days delinquent, F+F may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately on demand. Monthly interest of 1.5% shall be charged on any past due amounts. If Customer is paying by credit card, a 4% fee will be added.
- l. If there are any changes or alteration to, deviation from this Agreement involving or requiring extra work, then the added cost of such work will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement. Such extra work may require an extension of time to the completion date of the work covered under this Agreement, including any changes, alterations or deviations.
- m. F+F will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, extreme temperature, terrorist events, epidemics, pandemics, unavailability of material, riots, acts of God, or any other causes beyond its reasonable control. In the event F+F is required to respond to a Customer's call to repair damage caused by floods, fire, elements, lightning, riots, strikes, civil disturbances of any kind, the Customer shall reimburse F+F for the expense of making such calls at the current billing rates.
- n. If F+F has provided Customer with a completion date or equipment lead time, it is an estimate based upon the best information available at the time. Completion date and lead times are subject to change based on materials and parts availability, and other factors beyond F+F's control. Under no circumstances shall F+F be liable for any costs associated with such delays.
- o. This Order represents the entire agreement between the parties hereto with respect to the matters covered herein. No other previous agreements, representations, proposals, bid, warranties, or other matters, oral or written, shall be deemed to bind to parties hereto.
- p. In the event either party commences legal action against the other, in order to enforce its rights under this agreement, the successful party shall be entitled to all court costs and reasonable attorney's fees. This Agreement shall be construed under and governed by the laws of the State of Connecticut.



## **F+F Mechanical**

- q. Customer shall be responsible for all taxes applicable to the services provided and/or materials furnished under this Agreement.
- r. The individual signing the Agreement is duly authorized to bind the Customer to all terms and conditions contained herein.
- s. This proposal is valid for 15 days from the proposal date. After 15 days F+F reserves the right to adjust the price based upon equipment , materials or subcontractor costs increases.
- t. All materials or equipment that F+F removes under this Agreement shall become the property of F+F.

**REQUEST FOR QUALIFIED PURCHASE** (waiver of competitive process)

\*\*\*\*\* THIS SECTION FOR PURCHASING AND CAO ONLY \*\*\*\*\*

FILE NUMBER (assigned by Purchasing only): BMS025267

RECOMMENDED:  DENIED:  Lisa Farlow 07-08-2025 (SIGNED/DATED PURCHASING AGENT)  
(a denial requires a written explanation)

APPROVED:  DENIED:  [Signature] 7/9/25 SIGNED/DATED CAO

**COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED. THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.**

REMINDER: Purchases made from state or cooperative bids do not require this form.

**PURCHASE INFORMATION**

PROPOSED VENDOR & ITEM(S) TO PURCHASE: HI TECH - CHILLER MAINTENANCE & REPAIRS

ESTIMATED AMOUNT (attach quote or applicable backup) \$ 25,000

PRIOR QP NUMBER: (N/A if not applicable. Any existing agreement/contract must also be provided) BMS049257

**REASON FOR WAIVER REQUEST**

- SOLE SOURCE (the only vendor that exists. Sole Source letter required)
- SINGLE/SPECIAL SOURCE (only one unique vendor, among many)
- TIME CRITICAL (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
- REQUIRED to come immediately into compliance with federal, state or local laws or codes
- NECESSARY to avoid complete loss of funds made available by non-city public or private funding sources

**INTEGRITY AFFIDAVIT**

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

Name of Contracting Officer: JORGE GARCIA

Contracting Officer's email address: JGARCIA3@BRIDGEPORTEDU.NET

Department: BOE FACILITIES Title: CHIEF OPERATING OFFICER Phone Number: 275-2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.<br>(If yes, attach detailed explanation)<br>(If yes, Purchasing will contact the Office of City Attorney for a conflict analysis) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City  | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

[Signature] (Signature -Contracting Officer/Manager) Dated: 6/26/25

[Signature] (Signature -Department Head or BOE Authorized Personnel) Dated: 06/27/25

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

**PLEASE NOTE:**

QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070 PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO EMCUMBERING FUNDS.

IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR QUALIFIED PURCHASE REQUEST.

# REQUEST FOR QUALIFIED PURCHASE JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE:

  
6/26/25

- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?  
(provide supporting documents):

CHILLER MAINTENANCE FOR THE SMARTD CHILLER AT CENTRAL HIGH SCHOOL

- IF PURCHASE IS ESTIMATED TO BE LESS THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

The service contract was developed specifically for Smardt chillers with the help and approval of the Smardt Chiller Company. The vendor Hi Tech is certified and factory authorized to maintain Smardt chillers. See attached letter from Smardt indicating that the vendor is a preferred contractor. The vendor installed the smardt chiller at the high school. This is the only Smardt chiller in the district. Hi Tech has maintained the chiller since it was installed. They are most familiar and have the most experience with this chiller.

- IF PURCHASE IS ESTIMATED TO BE MORE THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating

Capital

Grant

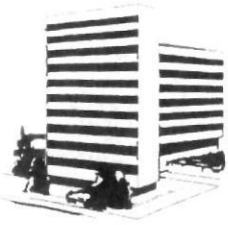
(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

### ADDITIONAL INFORMATION/EXPLANATION (if any)

We also contacted the only other SmardDt chiller vendor, F & F Mechanical, in our area for a quote, attached, they were twice as much as Hi Tech.

**NOTE:** FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST



## Hi Tech Air Conditioning Service, Inc.

60 Otis Street • West Babylon, NY 11704

(631) 491-5210 • Fax (631) 491-5307

# SMARTD CHILLER SERVICE AGREEMENT

---

**LOCATION OF EQUIPMENT:** Central High School  
One Lincoln Blvd.  
Bridgeport, CT

**CONTACT:** Jaimie McCarvill  
Bridgeport Board of Education

**EQUIPMENT TO BE SERVICED:** See Attached List

---

**Service Agreement Start Date:** July 1, 2025

**Service Agreement Termination Date:** June 30, 2026

## EQUIPMENT COVERAGE

### INSPECTION SERVICES:

**TOTAL NUMBER OF INSPECTIONS:** Four (4)

CLEAN VFD AIR FILTER  
CHECK SUCTION, DISCHARGE AND PRESSURE SLIDES  
COMPLETE CHECK OF ALL ELECTRICAL INTERLOCKS  
CHECK COMPRESSOR MOTOR AMPS  
CHECK OF MOTOR TEMPERATURE SAFETIES  
CHECK LOW TEMPERATURE CONTROL  
CHECK AND CALIBRATE HIGH PRESSURE SENSORS  
CHECK AND CALIBRATE LOW TEMPERATURE CONTROL  
CHECK LOAD LIMIT RELAY SETTING  
CHECK AND CALIBRATE ELECTRONIC TEMPERATURE CONTROLLERS  
CHECK OPERATING TEMPERATURES AND PRESSURES OF CONDENSING & CHILLED WATER CIRCUITS  
CHECK MOTOR OVERLOAD SETTINGS  
CHECK OPERATION OF ALL ELECTRICAL SAFETIES  
CHECK OPERATION OF CIRCULATING PUMPS  
CHECK SETTING OF DEMAND LOAD LIMITER  
CHECK SUPPLY VOLTAGE  
CHECK OPERATION OF INLET GUIDE VANES

CHECK REFRIGERANT CHARGE  
 CHECK PHYSICAL CONDITION OF CHILLER E.G. INSULATION, COMPRESSORS, VALVES,  
 SENSORS, ETC.  
 CHECK CHILLER FOR EXCESSIVE VIBRATION CAUSED FROM EXTERNAL SOURCES  
 CHECK FOR OIL IN THE SYSTEM. CHILLER MUST OPERATE IN AN OIL FREE  
 ENVIRONMENT.  
 VERIFY EXTERNAL COMPONENTS ARE IN WORKING ORDER E.G.  
 COOLING TOWERS, PUMPS, AIR HANDLERS, WATER VALVES ETC.  
 REVIEW LOG OF ALL FAULTS OR ABNORMAL CONDITIONS

START UP SERVICES:	YES	NO
PERFORM INITIAL SEASONAL START OF EQUIPMENT	<u>X</u>	___
CHECK ALL OPERATING PRESSURES	<u>X</u>	___
CHECK OPERATION OF FLOW SWITCHES & SAFETIES	<u>X</u>	___
START UP OF EQUIPMENT AND CHECK OF SYSTEM	<u>X</u>	___
CHECK ALL OPERATING AMPS	<u>X</u>	___
PERFORM OPERATING INSPECTION	<u>X</u>	___

**PREVENTIVE MAINTENANCE:**  
**Startup Checks**

1. PRESSURE RELIEF VALVE MANIFOLDS EITHER FRONT OR BACK SEATED	<u>X</u>	___
2. INTERLOCK WIRING COMPLETE	<u>X</u>	___
3. CHILLER MAINS INPUT POWER CORRECT	<u>X</u>	___
4. COMPRESSOR MAINS INPUT POWER CORRECT	<u>X</u>	___
5. COMPRESSOR SERIAL PORT CONNECTION	<u>X</u>	___
6. COMPRESSOR ALARM AND TRIP LIMITS CORRECT	<u>X</u>	___
7. COMPRESSOR EEPROM	<u>X</u>	___
8. COMPRESSOR IGV ASSEMBLIES ARE FUNCTIONAL	<u>X</u>	___
9. COMPRESSOR IO BOARD JUMPERS POSITIONED CORRECTLY	<u>X</u>	___
10. CONTROLLER IO BOARD AI JUMPERS POSITIONED CORRECTLY	<u>X</u>	___
11. CONTROLLER IO BOARD DIP SWITCHES POSITIONED CORRECTLY	<u>X</u>	___
12. CONTROL PANEL INPUT POWER CORRECT	<u>X</u>	___
13. EChWT SENSOR CALIBRATED	<u>X</u>	___
14. LChWT SENSOR CALIBRATED	<u>X</u>	___
15. ECoWT SENSOR CALIBRATED	<u>X</u>	___
16. LCoWT SENSOR CALIBRATED	<u>X</u>	___
17. EXVs VISUALLY CONFIRMED TO FULLY OPEN AND FULLY CLOSE VIA EXV SIGHT GLASS	<u>X</u>	___
18. HGBP VALVE IS FUNCTIONAL	<u>X</u>	___
19. STAGING VALVE VISUALLY CONFIRMED TO FULLY OPEN AND FULLY CLOSE VIA VALVE STEM	<u>X</u>	___
20. STAGING VALVE AOs CORRESPOND TO APPROPRIATE COMPRESSOR	<u>X</u>	___
21. STAGING VALVE BRACKETING AND STEM MOUNTING CONNECTIONS TIGHT	<u>X</u>	___
22. LEVEL SENSOR FUNCTIONAL	<u>X</u>	___
23. LChWT TRIP FUNCTIONAL	<u>X</u>	___
24. ChW ΔT TRIP FUNCTIONAL	<u>X</u>	___
25. LP TRIP FUNCTIONAL	<u>X</u>	___
26. HP TRIP FUNCTIONAL	<u>X</u>	___
27. ChW FLOW PROOF IS FUNCTIONAL AND CALIBRATED?	<u>X</u>	___
28. CoW FLOW PROOF IS FUNCTIONAL AND CALIBRATED	<u>X</u>	___
29. IO LIST MATCHES CHILLER MODEL/OPTIONS	<u>X</u>	___
30. TOUCH SCREEN DIs READING AND NAMED CORRECT	<u>X</u>	___
31. TOUCH SCREEN DOs READING AND NAMED CORRECT	<u>X</u>	___
32. TOUCH SCREEN AIs READING AND NAMED CORRECT	<u>X</u>	___
33. TOUCH SCREEN AOs READING AND NAMED CORRECT	<u>X</u>	___
34. TOUCH SCREEN TIs READING AND NAMED CORRECT	<u>X</u>	___
35. CONTROLLER TOUCH SCREEN RETAINS SETTINGS POST POWER CYCLE	<u>X</u>	___

Hi Tech Air Conditioning Services, Inc.

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36. CHILLER FUNCTIONAL WHEN ENABLED AND CALLED TO RUN	<u>X</u>	---
37. PROTOCOL CONVERTER FUNCTIONAL	<u>X</u>	---
38. BAS INTEGRATED WITH CHILLER CONTROLLER	<u>X</u>	---
39. PROTOCOL CONVERTER CONFIG.CSV RECORDED CHILLER MOUNTED ON A LEVEL SURFACE (± 1/8IN OVER 3FT)	<u>X</u>	---
40. PHYSICAL DAMAGE. CHILLER MOUNTED ON A LEVEL SURFACE (± 1/8IN OVER 3FT)	<u>X</u>	---
41. TAKE REFRIGERANT SAMPLE AND SEND OUT FOR ANALYSIS	<u>X</u>	---
42. DROP ONE HEAD AND MECHANICALLY BRUSH CLEAN CONDENSER TUBES	<u>X</u>	---
43. MECHANICALLY BRUSH CLEAN CONDENSER TUBES	<u>X</u>	---
44. CHECK THE INTEGRITY OF THE EVAPORATOR AND CONDENSER TUBES ONCE EVERY 3 YEARS OR AS NEEDED	<u>X</u>	---
45. VERIFY CONDENSER WATER AND CHILLED WATER PRESSURE DROPS TO INSURE PROPER FLOW	<u>X</u>	---

## COOLING TOWER EQUIPMENT COVERAGE

### INSPECTION SERVICES: (1) Cooling Tower

TOTAL NUMBER OF INSPECTIONS:

FREQUENCY OF INSPECTIONS:

CHECK TOWER FAN BELTS  
 CHECK OF ELECTRICAL INTERLOCKS  
 CHECK OF MOTOR TEMPERATURE SAFETIES  
 CHECK AND CALIBRATE CONTROL  
 CHECK AND CALIBRATE LOW PRESSURE CONTROL  
 CHECK OPERATION OF COOLING TOWER FANS AND MOTORS  
 CHECK OPERATING TEMPERATURES AND PRESSURES  
 CHECK MOTOR OVERLOAD DEVICES  
 CHECK OPERATION OF ALL ELECTRICAL SAFETIES  
 CHECK COOLING TOWER OPERATION  
 CHECK OPERATION OF CIRCULATING PUMPS  
 CHECK CONDENSER WATER BYPASS VALVE OPERATION

### START UP SERVICES:

	YES	NO
PERFORM INITIAL SEASONAL START OF EQUIPMENT	<u>X</u>	---
CHECK ALL OPERATING PRESSURES & TEMPERATURES	<u>X</u>	---
CHECK OPERATION OF FLOW SWITCHES & SAFETIES	<u>X</u>	---
START UP OF EQUIPMENT AND CHECK OF SYSTEM	<u>X</u>	---
CHECK ALL MOTOR OPERATING AMPS	<u>X</u>	---
PERFORM OPERATING INSPECTION	<u>X</u>	---

### PREVENTIVE MAINTENANCE:

CALIBRATE OPERATING AND SAFETY CONTROLS	<u>X</u>	---
CHECK OIL FOR PROPER LEVELS AND ACIDITY	<u>X</u>	---
MEG OHM MOTOR & TIGHTEN TERMINALS	<u>X</u>	---
POWERWASH COOLING TOWER PAN ONE TIME ANNUALLY	<u>X</u>	---
PERFORM INSPECTION OF COOLING TOWER PAN	<u>X</u>	---
REPLACE FAN BELTS	---	<u>X</u>
CHECK ALL ELECTRICAL CONTACTS	<u>X</u>	---
MAINTENANCE PARTS FOR THE ABOVE TASKS ARE INCLUDED IN THIS AGREEMENT	---	<u>X</u>

Hi Tech Air Conditioning Services, Inc.

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## EXCEPTIONS TO THIS AGREEMENT:

- WATER TREATMENT OF ANY KIND
- DISCONNECT SWITCHES, CIRCUIT BREAKERS, ALL MOTOR STARTING EQUIPMENT, AND INTERCONNECTING POWER WIRING
- SERVICE AND REPAIRS TO EQUIPMENT OTHER THAN LISTED
- REPAIRS RESULTING FROM EROSION, CORROSION, CONTAMINATION, FREEZE-UPS, OR ANY OTHER CONDITION BEYOND THE CONTROL OF HI TECH AIR CONDITIONING, OR RELATING TO THE AGE OF THE EQUIPMENT
- NORMAL DAILY AND WEEKEND STARTING AND STOPPING OF THE EQUIPMENT
- DUCTWORK REPAIRS OR ROOM FLOW ADJUSTMENTS
- TUBE OR COIL FAILURES
- DISPOSAL OF USED OIL AND CONTAMINATED REFRIGERANT
- REPLACEMENT OR SERVICING OF PNEUMATICS, PIPING, FUSES, STARTERS, CIRCUIT BREAKERS, DISCONNECT SWITCHES, CENTRAL WIRING, AND PRESSURE VESSELS

## TERMS OF PAYMENT:

- START DATE AS INDICATED ON FRONT PAGE
- ANNUAL COST OF AGREEMENT SHALL BE \$14,004.00
- PAYMENTS TO BE BILLED AT COMPLETION OF EACH OF THE 4 INSPECTIONS AT THE RATE OF \$3,501.00 PER VISIT.

## GENERAL PROVISIONS:

- Delays occasioned by conditions beyond reasonable control of either party shall not be the liability of either party to this Agreement
- Neither party to this Agreement shall hold the other responsible for any indirect or consequential damages of a commercial nature such as, but not limited to, loss of revenue, or loss of equipment or facilities
- All repair parts under this Agreement shall be invoiced additionally
- Emergency service is available 24 hours, seven days per week to all Service contract holders; Any services outside of normal working hours, or services other than those specifically covered under this Agreement shall be invoiced at our normal prevailing labor rates
- The customer agrees to promptly notify HI TECH Air Conditioning of any unusual operating conditions of the equipment
- HI TECH Air Conditioning reserves the right to terminate this Agreement under the following conditions:

If the equipment is relocated, altered, modified, or repairs are made to the equipment by service or repair personnel other than HI TECH Air Conditioning

If the equipment being serviced is abused, improperly utilized, improperly maintained, or otherwise neglected

- This Agreement shall remain in effect for the period indicated on the front page
- This Agreement shall automatically renew at the end of the stated termination date for an additional period of one (1) year, with a 3% increase unless either party gives the other written notice of cancellation thirty (30) days prior notice.
- There will be a minimum four (4) hour charge for all calls responded to on an overtime basis. All calls received after 2:30 pm on our regular business days may incur overtime charges if service is requested in the same day.

**Hi Tech Air Conditioning Services, Inc.**

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**ADDITIONAL COMMENTS TO THIS AGREEMENT:**

- 1. Hourly Rates As Follows:
  - Regular Rate: \$175.00/per hour – Monday to Friday 8:00 am to 4:00 pm.
  - Overtime Rate: \$262.50/per hour – Monday to Friday 4:00 pm to 8:00 am and all day Saturday.
  - Double Time Rate: \$350.00/per hour – All day Sunday and Holidays.
  - Trip Charge - \$150.00

**CUSTOMER ACCEPTANCE:**

FIRM NAME: \_\_\_\_\_

FIRM REPRESENTATIVE: \_\_\_\_\_

DATE: \_\_\_\_\_

HI TECH AIR CONDITIONING: \_\_\_\_\_  
QUOTE #250401 Ronald D'Aversa Jr./Secretary and Treasurer

## **BRIDGEPORT – CENTRAL HIGH SCHOOL HVAC EQUIPMENT LIST**

TWO (2) SMARTD CHILLERS:

Model # SWA130 2LG10 F2HHKA F2AVKA TNO  
Serial # FF001OK282Q1784

Model # SWA130 2LG10 F2HHKA F2AVKA TNO  
Serial # FF001OK282Q1783

ONE (1) COOLING TOWER:

ONE (1) TOWER FILTER:

EIGHT (8) PUMPS:

EIGHT (8) DRIVES:

**Hi Tech Air Conditioning Services, Inc.**

60 Otis Street • West Babylon, NY 11704 • (631) 491-5210 • (631) 491-5184 • Fax (631) 491-5307



**F+F Mechanical**

**Central School Smardt Chiller Service  
Proposal**

**Date:**

6/11/2025

**Proposal Number:**

P02758

**Prepared for:**

City of Bridgeport  
1085 Connecticut Avenue  
Bridgeport, CT 06607

**Prepared by:**

Joe Johnson  
203-641-3511  
jjohnson@ffmechanical.com  
AA/EOE





# F+F Mechanical

## PROPOSAL

Proposal Date: 6/11/2025  
Proposal Number: P02758

F+F Mechanical Service, LLC.  
140 Corporate Drive  
Trumbull, CT 06611  
Ph: 203-641-3511

### Customer

City of Bridgeport  
1085 Connecticut Avenue  
Bridgeport, CT 06607  
Michael Pires

### Location of Work

Central High School  
1 Lincoln Boulevard  
Bridgeport, Connecticut 06606  
Michael Pires

### WE ARE PLEASED TO SUBMIT OUR PROPOSAL TO PERFORM THE FOLLOWING:

OUR PROPOSAL INCLUDES ALL ITEMS LISTED ON THE ATTACHED SCOPE OF WORK PAGE.

OUR PRICE FOR THIS PROPOSAL IS

.....\$27,298.66 applicable taxes not included.

Service/Description	Qty.	Unit Amount	Total
Labor	176	\$144.00	\$25,344.00
Materials, Tools	1	\$1,954.66	\$1,954.66
<b>Total</b>			<b>\$27,298.66</b>

Upon execution as provided below, this agreement, including the following pages attached hereto (collectively, the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

### F+F Mechanical Service, LLC.

*Joe Johnson*

Signature (Authorized Representative)

Joe Johnson

Name (Print/ Type)

203-641-3511

Phone

6/11/2025

Date

P02758

Proposal #

### Customer

Signature (Authorized Representative)

Name (Print/ Type)

Title

Date

PO#



## **F+F Mechanical**

### **Scope of Work:**

Bridgeport Central chillers 1 & 2 planned maintenance

### **Quarterly inspections**

- Clean VFD air filter
- Check suction, discharge and pressure slides
- Complete check of all electrical interlocks
- Check compressor motor amps
- Check of motor temperature safeties
- Check low temperature control
- Check and calibrate high pressure sensors
- Check and calibrate low temperature control
- Check load limit relay setting
- Check and calibrate electronic temperature controllers
- Check operating temperatures and pressures of condensing & chilled water circuits
  
- Check motor overload settings
- Check operation of all electrical safeties
- Check operation of circulating pumps
- Check setting of demand load limiter
- Check supply voltage
- Check operation of inlet guide vanes
- Check refrigerant charge
- Check physical condition of chiller e.g. Insulation, compressors, valves, sensors, etc.
- Check chiller for excessive vibration caused from external sources
- Check for oil in the system. Chiller must operate in an oil free environment.
- Verify external components are in working order e.g. Cooling towers, pumps, air handlers, water valves etc

### **Annual Startup**

- Perform initial seasonal start of equipment
- Check all operating pressures
- Check operation of flow switches & safeties
- Start up of equipment and check of system
- Check all operating amps
- Perform operating inspection

### **Annual Planned Maintenance**

- Pressure relief valve manifolds either front or back seated
- Interlock wiring complete



## F+F Mechanical

- Chiller mains input power correct
  - Compressor mains input power correct
  - Compressor serial port connection
  - Compressor alarm and trip limits correct
  - Compressor eeprom
  - Compressor igv assemblies are functional
  - Compressor 10 board jumpers positioned correctly
  - Controller 10 board al jumpers positioned correctly
  - Controller 10 board dip switches positioned correctly
  - Control panel input power correct
  - Echwt sensor calibrated
  - Lchwt sensor calibrated
  - Ecowt sensor calibrated
  - LCOWT sensor calibrated
  - EXVS visually confirmed to fully open and fully close via EXV
    - Sight glass
  - HGBP valve is functional
  - Staging valve visually confirmed to fully open and fully close
    - Via valve stem
  - Staging valve aos correspond to appropriate compressor
  - Staging valve bracketing and stem mounting connections tight
  - Level sensor functional
  - LCHWT trip functional
  - CHW at trip functional
  - LP trip functional
  - HP trip functional
  - CHW flow proof is functional and calibrated?
  - COW flow proof is functional and calibrated
  - 10 list matches chiller model/options
  - Touch screen DIS reading and named correct
  - Touch screen DOS reading and named correct
  - Touch screen ALS reading and named correct
  - Touch screen AOS reading and named correct
  - Touch screen TIS reading and named correct
  - Controller touch screen retains settings post power cycle
- 
- Chiller functional when enabled and called to run
  - Protocol converter functional
  - Bas integrated with chiller controller
  - Protocol converter config.csv recorded chiller mounted on a level surface ( $\pm 1/81n$  over 3ft)
  - Physical damage. Chiller mounted on a level surface ( $\pm 1/81n$  over 3ft)
- 
- Take refrigerant sample and send out for analysis
  - Drop one head and mechanically brush clean condenser tubes
  - Mechanically brush clean condenser tubes
  - Verify condenser water and chilled water pressure drops to ensure proper flow



### **F+F Mechanical**

- Start up and test operation of chillers
  - If chiller is not operational prior to start of work, leave chiller on standby until issue is corrected.
- Any necessary repairs to be quoted separately.
- It is assumed that all isolation valves are in working order.



## F+F Mechanical

### Exclusions:

Payment and Performance Bond  
Sales & Use Taxes  
Cutting, Patching, Painting  
Permit Fees  
Engineering or Stamped Drawing  
As Built Drawings  
Electrical Work  
Temporary Heat or Cooling  
Asbestos or Lead Abatement  
Overtime  
Slab X-ray  
Duct Cleaning  
Concrete Work  
Structural Engineering or Reinforcement  
Ceiling Removal or Reinstallation  
Movement/Protection of Furniture, Fixtures or Equipment  
Roofing or Roof Protection  
Excavation or Backfilling  
Isolation, Draining, Refilling or Venting of any Piping Systems  
Certified Payroll  
AIA Billing  
Retainage



## F+F Mechanical

### TERMS & CONDITIONS

- a. Customer shall permit F+F Mechanical Service, LLC (hereafter F+F) reasonable, free and timely access to all areas and equipment, and allow F+F Mechanical to stop and start the equipment as necessary to perform required services. All planned work under this Agreement will be performed during F+F's normal working hours of Monday through Friday 7:00am – 3:30pm.
- b. Parking for service vehicles performing the work will be made available on site by the Customer at no additional cost to F+F.
- c. At no time, will F+F be liable for any expenses incurred or required in removing, replacing or refinishing any of the building structure, architectural features, furnishings or furniture, necessary to execute the work covered under this Agreement.
- d. F+F warrants that the workmanship hereunder shall be free from defects for ninety (90) days from date of installation. If any replacement part or item or piece of equipment proves defective, F+F will extend to Customer the benefits of any warranty F+F has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the current hourly rates. F+F reserves the right to refuse warranty work if Customer account is delinquent. F+F MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
- e. The warranties and services provided herein assume that Customer operates the systems and equipment in accordance with the manufacturer's recommendations. This includes having proper maintenance performed. Further, all warranties made by F+F are voided as a result of any vandalism, modifications, or repairs not performed by F+F.
- f. Unless F+F explicitly provides HVAC or plumbing design services as part of this agreement, F+F will not be responsible for design deficiencies of the HVAC or Plumbing systems, including, but not limited to: air flow, air distribution, water flow, drainage, system imbalances, etc.
- g. F+F will not be responsible for any damage or loss resulting from data communication failures, electrical failures, or electrical design deficiencies.
- h. To the fullest extent permitted by law, Customer shall indemnify, defend, and hold harmless F+F, and their respective affiliates, officers, directors, employees and agents ("Indemnified Parties") from and against all claims, damages, demands, losses, expenses, fines, causes of action, suits and other liabilities, including all costs, reasonable attorneys' fees, consequential damages, and punitive damages ("Damages"), arising out of or resulting from the active or passive act or omission of Customer or 3<sup>rd</sup> Party contractor or vendor of Customer, whether any such claim, damage, demand, loss or expense is attributable to bodily injury, personal injury, sickness, disease or death, or damage or destruction of tangible property, including the loss of use resulting therefrom, economic losses, claims of Customer's clients or tenants, or otherwise; except this indemnification obligation shall exclude liability for bodily injury or property damage arising from the negligence of F+F and/or the Indemnified Parties. Notwithstanding the foregoing, if F+F and/or the Indemnified Parties are found to be negligent, the maximum allowable Damages shall be limited to the contractual value of this agreement. This indemnification shall survive the completion of the Work or the



## F+F Mechanical

termination of the Contract. Further, in no event shall F+F have any liability for loss of profits, loss of business, direct, indirect, incidental, consequential, special, punitive, increased operating or maintenance expenses, or exemplary damages even if F+F has been advised of the possibility of such damages. In furtherance and not in limitation of the foregoing, F+F shall not be liable in respect of any decisions made by Customer as a result of F+F's services. Any action, regardless of form, against F+F relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

- i. F+F's obligation under this proposal and any subsequent contract does not include the identification, abatement, cleaning or removal of any toxic or hazardous substances, wastes or materials, including mold. In the event such substances, wastes and materials are encountered, F+F Mechanical's sole obligation will be to notify the Customer of their existence. F+F shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed.
- j. F+F Mechanical expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation injury or illness to occupants of the facility or third parties, arising out of or in connection with F+F's work under this agreement.
- k. Customer will promptly pay invoices within 30 days of receipt. Should a payment become more than thirty (30) days delinquent, F+F may stop all work under this Agreement without notice and/or cancel this Agreement, and the entire Agreement amount shall become due and payable immediately on demand. Monthly interest of 1.5% shall be charged on any past due amounts. If Customer is paying by credit card, a 4% fee will be added.
- l. If there are any changes or alteration to, deviation from this Agreement involving or requiring extra work, then the added cost of such work will become an extra charge (fixed price amount to be negotiated or on a time-and-materials basis at Contractor's rates then in effect) over the sum stated in this Agreement. Such extra work may require an extension of time to the completion date of the work covered under this Agreement, including any changes, alterations or deviations.
- m. F+F will not be liable for delays or failure to obligate due to fire, flood, strike, lockout, freezing, extreme temperature, terrorist events, epidemics, pandemics, unavailability of material, riots, acts of God, or any other causes beyond its reasonable control. In the event F+F is required to respond to a Customer's call to repair damage caused by floods, fire, elements, lightning, riots, strikes, civil disturbances of any kind, the Customer shall reimburse F+F for the expense of making such calls at the current billing rates.
- n. If F+F has provided Customer with a completion date or equipment lead time, it is an estimate based upon the best information available at the time. Completion date and lead times are subject to change based on materials and parts availability, and other factors beyond F+F's control. Under no circumstances shall F+F be liable for any costs associated with such delays.
- o. This Order represents the entire agreement between the parties hereto with respect to the matters covered herein. No other previous agreements, representations, proposals, bid, warranties, or other matters, oral or written, shall be deemed to bind to parties hereto.
- p. In the event either party commences legal action against the other, in order to enforce its rights under this agreement, the successful party shall be entitled to all court costs and reasonable attorney's fees. This Agreement shall be construed under and governed by the laws of the State of Connecticut.



## **F+F Mechanical**

- q. Customer shall be responsible for all taxes applicable to the services provided and/or materials furnished under this Agreement.
- r. The individual signing the Agreement is duly authorized to bind the Customer to all terms and conditions contained herein.
- s. This proposal is valid for 15 days from the proposal date. After 15 days F+F reserves the right to adjust the price based upon equipment , materials or subcontractor costs increases.
- t. All materials or equipment that F+F removes under this Agreement shall become the property of F+F.

<b>HI TECH- PURCHASE ORDER HISTORY</b>			
<b>PO#</b>	<b>PO Date</b>	<b>Order Amount</b>	<b>General Comments</b>
20013815	06/12/2020	4,500.00	HVAC CHILLER MAINTENANCE
22005789	10/27/2021	10,004.00	BMS16122A MONTHLY CHILLER INSPECTIONS
22006856	11/17/2021	7,450.00	BMS16022A CHILLER SHUTDOWN & MAINTENANCE
23001045	08/01/2022	14,004.00	BMS043237 MONTHLY CHILLER INSPECTION
23001199	08/04/2022	3,130.00	BES059238 CHILLER CONVERTER REPLACEMENT
23013553	04/21/2023	19,365.00	BMS223234 CHILLER MAINTENANCE AND REPAIR
24001986	08/15/2023	7,863.00	BMS223234 CHILLER MAINTENANCE & REPAIR
24003179	09/06/2023	34,572.00	BMS090248 CHILLER MAINTENANCE & REPAIRS
25001977	08/20/2024	16,004.00	BMS049257 CHILLER MAINTENANCE & REPAIRS
25006392	11/26/2024	13,552.00	BMS17625B CHILLER TESTING & REPAIRS

**AGREEMENT  
BY AND BETWEEN  
CITY OF BRIDGEPORT  
AND  
HI TECH AIR CONDITIONING SERVICE, INC.  
FOR CONTRACT  
BRIDGEPORT CENTRAL HIGH SCHOOL  
HI TECH CHILLER REPAIRS  
BMS338265**

THIS AGREEMENT made and entered into this 15<sup>th</sup> day of May, 2026 ("Effective Date"), by and between the City of Bridgeport, acting herein through the **Bridgeport Board of Education**, 999 Broad Street, Bridgeport, Connecticut 06604 (the "City"), and **HI TECH AIR CONDITIONING SERVICE, INC.** (the "Contractor"), a corporation organized and existing under the laws of the State of Connecticut, having a principal place of business located at **60 Otis Street, West Babylon, NY 11704**, acting herein by Ronald DiAprea, its President, duly authorized. The Contractor and the City are referred to hereinafter, collectively, as the "Parties."

**WITNESSETH:**

**WHEREAS**, the City is seeking a Contractor for Chiller repair at BRIDGEPORT CENTRAL HIGH SCHOOL identified in **Exhibit A**, which is attached hereto and incorporated herein ("Services"); accordingly, the City requested for a Qualified Purchase to engage the Contractor **BMS338265** approved on **May 13, 2026**, see **Exhibit B**; and

**WHEREAS**, the Contractor provided a Proposal **CL026050** for services dated **APRIL 20, 2026**, a copy of which is attached hereto and made a part of this Agreement as **Exhibit A**; and

**WHEREAS**, Contractor is willing to provide said Services and Equipment described herein for the compensation, and in compliance with the terms and conditions, set forth in this Agreement;

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties agree as follows:

1. **Engagement of Contractor**

A. The person in charge of administering this Agreement on behalf of the City shall be **Jorge Garcia, Executive Director of Building Operations & Facilities Maintenance, Bridgeport Public Schools** and or such other person as the City may designate in writing (the "Director").

B. The Parties hereby agree that the Services and Equipment shall be available

to the City throughout the term of this Agreement, in accordance with the terms and conditions and for the consideration set forth herein.

C. The person responsible for administering this Agreement on behalf of the Contractor hereunder shall be Ronald D'Avella, its Account Manager.

2. **Chiller Repair Services, Purchase Price, Warranties & Representations**

A. The Parties are entering into this Agreement for the purpose of retaining the Contractor to provide the Services and Equipment detailed and delineated in the Proposal. During the term of this Agreement, the Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor under this Agreement, **provide the chiller repair services** set forth on **Exhibit A** at the prices stated therein. Unless otherwise stated in **Exhibit A**, the City shall pay all taxes applicable to any purchase it makes under this Agreement. Such **Chiller Repair Services** may be amended or modified at the discretion of the City, as circumstances require.

B. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace. The City has the right to approve or deny any request for a price adjustment.

C. In providing the **Chiller Repair Services**, the Contractor warrants and represents as follows:

- i. that it has, and has exercised, the required corporate power and authority and has complied with all applicable legal requirements necessary to adopt, execute and deliver this Agreement and to assume the responsibilities and obligations created hereunder; and
- ii. that this Agreement is duly executed and delivered by an authorized corporate representative, in accordance with such representative's powers to bind the Contractor hereunder, and constitutes a valid and binding obligation enforceable in accordance with its terms, conditions and provisions; and
- iii. that it is a legally existing [type of entity] existing under the laws of its state of organization, that it is registered and in good standing with the State of Connecticut Secretary of State, and that it has not previously filed, nor is presently contemplating filing, nor has received notice of a petition of, nor contemplates receiving notice of a petition of, bankruptcy, liquidation, receivership or any other action for the protection of creditors or debtors; and
- iv. that it has the financial resources to perform this Agreement and that it is not the subject of any litigation or action, pending or threatened, regarding this Agreement or which, if resulting in an adverse decision, would affect its ability

to perform its duties under this Agreement; and

- v. that it has the requisite skill, expertise, judgment, knowledge, experience and financial resources to perform this Agreement as required under its terms; and
- vi. that it has a sufficient number of experienced and properly licensed personnel available to provide the requested **Chiller Repair Services** to the City, as may be needed from time to time throughout the term of this Agreement; and
- vii. that it will be available to meet with the Director or his/her representatives and with members of the City as appropriate; and with other entities as directed by the City, with regard to the Services provided hereunder.

D. The Contractor shall retain all documents related to the performance of this Agreement for a period of Five (5) years following the completion of final delivery and submission of the invoice, unless notified in writing by the City to extend the retention period.

### 3. Compensation

A. Compensation. The City shall compensate the Contractor for the satisfactory delivery of the **Chiller Repair Services**, as well as for all duties, obligations, and responsibilities under this Agreement, subject to additions and deductions as herein provided. The total sum of the base bid shall not exceed **Sixty-Six Thousand Dollars and zero cents (\$66,000.00)**. Notwithstanding the foregoing, the City shall have no obligation to purchase any specific quantity, type, or amount of **Chiller Repair Services** for the duration of the Term.

B. Milestone Billing. Payments shall be made as follows: **One hundred percent net 30 days**. The City may withhold up to 5% retainage until final acceptance.

C. Unauthorized Charges. Payment shall constitute full compensation for all labor, equipment, incidentals, materials, delivery fees, transportation cost, and disposal of unsuitable material in a legal manner. Compensation provided under this Agreement constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement. No direct costs shall be reimbursed by the City without specific, prior written approval signed by the Director.

D. Non-appropriation. Notwithstanding the foregoing, this Agreement shall be binding only to the extent that funds are available to and appropriated by the City for payment in accordance with its terms. No liability shall be incurred by the City beyond the funding available or appropriated. If the necessary funding is not available or appropriated, the City shall immediately notify the Contractor, and the Parties shall discuss and agree upon modifications to the **Chiller Repair Services** as necessary.

4. Delivery: Title & Risk of Loss - N/A

5. Inspection

A. The City may inspect any **Chiller Repair Services** delivered, tendered, or identified to the City as being procured under this Agreement to determine whether they conform to the Agreement. The City's right to inspection may be exercised at any reasonable place and time and in any reasonable manner, as determined in the City's reasonable discretion, prior to acceptance of and payment for any **Chiller Repair Services** procured under this Agreement. If any of the **Chiller Repair Services** are found to be non-conforming, the City: (a) may elect to recover expenses of inspection, if any, from the Contractor and the Contractor shall bear the cost; and (b) the Contractor shall be responsible for the cost of any retrieval, return, or disposal of the **Chiller Repair Services**. Payment for **Chiller Repair Services** does not constitute acceptance of the **Chiller Repair Services** as conforming to the Agreement if the City has not had a reasonable opportunity to inspect the **Chiller Repair Services** or in the event of Contractor's fraud or concealment of defects.

6. Term Dates

A. This Agreement shall commence on the Effective Date and Services shall be completed on or before **June 30, 2026** ("Term"), unless earlier terminated or cancelled in accordance with the Agreement or some other writing agreed to and signed by the Parties.

7. Order of Precedence

A. In the event of a conflict between the provisions of this Agreement and the provisions of the proposal that formed the basis of this transaction, such conflict shall be resolved by prioritizing the documents in the order listed below, including any conflicting order of precedence provisions.

1. This Agreement, as may be amended in a writing signed by the Parties;
2. Contractor's proposal;

8. Default, Termination, and Cancellation Clauses

A. Default. The following shall constitute an Event of Default:

- i. The City reasonably believes Contractor will be unable to perform this Agreement fully and satisfactorily within the time fixed for performance; or
- ii. The City reasonably believes a meritorious claim exists or will exist against the Contractor or the City arising out of the negligent, willful or wanton acts, errors or omissions of the Contractor, its agents, servants or employees, or

iii. the Contractor's breach of this Agreement.

B. For Convenience. The City may terminate this Agreement for any reason by giving the Contractor written notice of such termination no less than thirty (30) days prior to the date of termination. If the Agreement is so terminated, the City's only payment obligation under the Agreement shall be for those **Chiller Repair Services** ordered prior to the effective date of the termination.

C. For Cause. Upon an Event of Default, the City may cancel this Agreement for cause by giving the Contractor written notice of such cancellation at least thirty (30) days prior to the date of proposed cancellation. In any written notice of cancellation for cause, the City will advise the Contractor in writing of the reasons why the City is considering cancelling the Agreement and may provide the Contractor with an opportunity to avoid cancellation for cause by curing any deficiencies identified in the notice of cancellation for cause prior to the date of proposed cancellation. The Parties may endeavor to agree to reasonable modifications in the Agreement to accommodate the causes of the cancellation for cause and avoid the cancellation, to the extent permitted by law, and at the discretion of each party individually.

D. Payments Subsequent to Default. Upon an Event of Default, the City may withhold payment of any amount otherwise due and payable to the Contractor hereunder after written notice to the Contractor with sufficient details of the alleged circumstance and accounting of the amount of payment withheld. Any amount so withheld may be retained by the City for such period as it may deem advisable to protect the City against any loss and may, after written notice to the Contractor, be applied in satisfaction of any claim herein described. This provision is intended solely for the benefit of the City, and no person shall have any right or claim against the City by reason of the City's failure or refusal to withhold monies. No interest shall be payable by the City on any amounts withheld under this provision. This provision is not intended to limit or in any way prejudice any other right of the City.

9. Delay Damages

A. **Delay Damages**

i. Time is and shall be of the essence for the completion of the services at or prior to the end of the Term.

a. The Contractor shall pay to the City the sum of the greater of One Five Hundred 00/100 Dollars (\$500.00) per calendar day for each and every calendar day for which the Contractor is in default in completing the work beyond the end of the Term. The preceding sum is hereby agreed upon not as a penalty, but as delay damages for the delay that the City shall suffer due to such default.

b. The City shall have the right to recover all damages pursuant to any remedy at law or equity including but not limited to deducting the amount of any such damages from any monies due the Contractor under this Contract. The Contractor understands that if the entire Services or of any portion of the Services that the City has agreed to accept separately, if any, is not attained by the end of the Term, the City will suffer damages, which are difficult to specify accurately and ascertain. Delay damages based upon delay shall be assessed to compensate the City for all actual loss sustained by the delay, including, but not limited to, loss of use, increased cost of material or services to complete the project, loss of State funding, all other another actual expense, and all other damages allowed by law.

B. **No Damage for Delay.** In no event shall the Contractor be entitled to any compensation or recovery of any damages in connection with any Delay, including, without limitation, consequential damages, lost opportunity damages, attorney's fees or other, similar remuneration. The City's exercise of any of its rights or remedies under this Agreement, including without limitation, ordering changes in the Services, or directing suspension, rescheduling or correction of the Services, regardless of the extent or frequency of the City's exercise of these rights has been contemplated by the parties and shall not be construed as an exception.

#### 10. INSURANCE AND INDEMNITY REQUIREMENTS:

A. The Contractor shall, at its sole cost, obtain and maintain throughout the effective period of this Agreement the insurance coverage specified by the Insurance Rider attached hereto as **Exhibit C** and shall keep all such insurance in continuous effect for **two (2)** years following the date of final delivery and payment thereof. All insurance shall be taken out and maintained at no cost or expense to the City and the Contractor shall be responsible for the full amount of any deductible. Each insurance policy shall be endorsed to name the City as an additional insured party on a primary and noncontributory basis.

Before commencing providing any **Chiller Repair Services** hereunder the Contractor shall furnish to the City a Certificate of Insurance and shall thereafter provide renewal certificates, as appropriate, evidencing such coverage written by a company or companies acceptable to the City. Such certificate and renewal certificates shall provide for a notice of cancellation, lapse or restrictive amendment by certified or registered mail at least **thirty (30)** days prior to the effective date thereof. With the exception of the professional liability coverage, all required insurance shall not be issued on a per occurrence basis only.

The Contractor shall require each of its subcontractors, if any, to procure and maintain until the completion of that subcontractor's services, insurance of the types and in the amounts specified in **Exhibit C**. The Contractor shall ensure that all its subcontractors comply with the insurance requirements contained herein relating to such subcontractors.

B. The Contractor shall indemnify, defend and save harmless the City, its officers, agents, servants and employees, from and against any and all claims, suits, proceedings, liabilities, judgments, losses, costs and damages, to the caused in whole or in part by the negligent, willful or wanton actions or omissions of the Contractor, its agents, servants, representatives, subcontractors, or employees in connection with the performance of this Agreement. The Contractor hereby assumes and agrees to pay for the defense of all such claims, damages, demands, suits and proceedings. The provisions of this paragraph shall survive the expiration or early termination of this Agreement and shall not be limited by reason of any insurance coverage provided.

**11. MATERIALS AND WORKMANSHIP.** Contractor warrants all labor for two (2) years from final acceptance and shall pass through all manufacturer warranties (minimum one year) on equipment and software licenses. Defects shall be corrected at no cost to the City.

**12. PREVAILING WAGE; CERTIFIED PAYROLL (IF APPLICABLE).** If the Project is subject to Connecticut prevailing wage law, Contractor shall comply with Conn. Gen. Stat. §31-53, including payment of prevailing wages, submission of certified payrolls, and all Department of Labor requirements. Thresholds include \$400,000 for new construction and \$100,000 for alteration/repair of public works. Contractor shall include these obligations in all subcontracts.

**13. SAFETY; SCHOOL SITE REQUIREMENTS.** Contractor shall comply with all OSHA and City/BOE safety policies, coordinate access with school administration, ensure continuous operation of critical systems, and maintain clean, safe work areas. All personnel must pass background checks acceptable to the BOE, display ID badges, and comply with visitor protocols. No work shall endanger students or staff.

**14. DATA SECURITY; REMOTE ACCESS; CYBER INCIDENT NOTICE**

A. Security Controls. Any remote access to BAS shall require prior written approval, multi-factor authentication, encrypted VPN, unique credentials, and logging. Default credentials shall be changed. BAS networks shall be segmented from administrative networks per City direction.

B. Incident Notice. Contractor shall notify the City within 24 hours of any actual or suspected security incident affecting the BAS or City data and cooperate in containment, investigation, and remediation. No public statements without City approval.

C. Data Handling. Contractor shall not collect or store student personally identifiable information. Any City data handled by

**15. GENERAL PROVISIONS:**

A. The City may at any time, and for any reason, direct the suspension of the Services contemplated under this Agreement for a period of time by written notice

specifying the suspension date, which shall not be less than five (5) days from the date on which such notice is given. The Services shall be resumed on the dates specified in such direction, or upon such other date as the City may thereafter specify in writing. Any suspension of Services under this paragraph shall not give rise to any claim against the City.

B. Claims Against the City. The Contractor shall not assert any claim arising out of any act or omission by any agent, officer or employee of the City in the execution or performance of this Agreement against any such agent, officer or employee. Such claims may only be made against the City.

C. Conflicts of Interest. No member of the governing body of the City, and no other officer, employee, or agent of the City shall have any personal interest, direct or indirect, in this Agreement, except as permitted by the Code of Ethics of the City of Bridgeport; and the Contractor covenants that no person having such interest shall be employed in the performance of this Agreement

D. Standard of Performance. The Contractor shall comply with all applicable laws, ordinances and codes of the United States of America, the State of Connecticut, and the City of Bridgeport and shall conform its performance of the Services to generally prevailing standards of professional care, employed by professionals practicing in the same or similar circumstances and geographical area.

E. Non-Discrimination. During the performance of this Agreement, the Contractor agrees not to discriminate nor to permit any discrimination because of race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability, physical disability including, but not limited to blindness, unless it is proven that the disability or characteristic prevents proper performance of the work involved. The Contractor will take affirmative action to ensure that employees are treated, during employment, without regard to their race, color, religion, age, sex, gender identity or expression, marital status, national origin, sexual orientation, ancestry, present or past history of mental disability, intellectual disability, learning disability or physical disability including, but not limited to blindness.

F. Entire Agreement. This Agreement (specifically including all schedules, addenda, riders and exhibits) incorporates all the understandings of the Parties hereto and supersedes any and all agreements reached by the Parties prior to the execution of this Agreement, whether oral or written.

G. Assignment. The City and the Contractor each bind itself and its successors and assigns to the other party and to its successors and assigns with respect to all covenants of this Agreement. The Contractor shall not assign or transfer any interest in this Agreement without the prior written approval of the City.

H. Partial Invalidity. If any provision of this Agreement is held invalid, the

remaining provisions shall not be affected thereby if such provisions would then continue to conform to the requirements of applicable laws. The remaining provisions shall thereupon continue in full force and effect.

I. Modifications. No change or modification of this Agreement shall be valid unless it is in writing and executed by all parties to this Agreement.

J. Notices. All notices of any nature referred to in this Agreement shall be in writing and sent by registered or certified mail, postage prepaid, to the respective addresses set forth below or to such other addresses as the respective parties hereto may designate in writing:

**To the City:** Bridgeport Board of Education  
45 Lyon Terrace  
Bridgeport, CT 06604

**With a Copy to:** Office of the City Attorney  
City of Bridgeport  
999 Broad Street  
Bridgeport, CT 06604

**To the Contractor:** address provide above

Notices shall be deemed to have been duly given, delivered or served either upon personal delivery or **three (3) days** following the date when they are sent by registered mail with proper postage.

L. Choice of Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. Any legal action in connection with this Agreement shall be brought in the Judicial District of Fairfield at Bridgeport.

M. Headings. Headings are for reference purposes only and have no substantive effect.

N. No Third-Party Beneficiaries. None of the provisions of this Agreement are intended to be for the benefit of, or shall be enforceable by, any person or entity other than the Parties hereto and their permitted successors or assigns.

O. Partial Waiver. The waiver of any provision in this Agreement in one instance shall not preclude enforcement thereof on future occasions.

13. ELECTRONIC SIGNATURE

This Agreement may be executed and delivered via facsimile or electronic mail by either of the parties and the receiving party may rely on the receipt of such document so executed and delivered via facsimile or electronically as if the original had been received.

Dated at Bridgeport, Connecticut, the day and year first above written.

**CITY OF BRIDGEPORT  
BOARD OF EDUCATION**

By: \_\_\_\_\_  
Dr. Royce Avery  
Its Acting Superintendent  
Duly Authorized

Date signed: \_\_\_\_\_

**CONTRACTOR  
HI TECH AIR CONDITIONING SERVICE, INC.**

By:  \_\_\_\_\_  
Ronald D. Aversa Jr. [TITLE] Secretary/Treasurer  
Its Officer, Duly Authorized

Date signed: 5/15/2026

APPROVED AS TO FORM:  
OFFICE OF THE CITY ATTORNEY

By: \_\_\_\_\_  
James T. Maye  
Associate City Attorney

**Exhibit A**  
**Proposal and Quote**



**Hi Tech Air Conditioning Service, Inc.**  
60 Otis Street • West Babylon, NY 11704  
(631) 491-5210 • Fax (631) 491-5307

**Proposal of Services**  
**Quote #CL026050**

**CUSTOMER:** Bridgeport BOE  
**LOCATION:** Bridgeport H.S., 1 Lincoln Blvd., Bridgeport CT  
**ATTENTION:** Michael Zirkel/Brian Hine  
**SUBJECT:** Chiller #2, Compressor #1 IGFV, Compressor #2

**DATE:** 4/20/2026

**Description of Proposed Services:**

**Smardt Chiller #2 Model #SWA130-2LG10-F2HHKA-F2AKVA-TN0; S/N  
FF0010K282Q1784**

**Compressor Model #TT500-G10-1-ST-E-O-NC:**

- Provide labor and material to replace defective compressor #2, replace defective IGV assembly for compressor #1
- Replace IGV assembly for compressor #1
- Recover approximately 1100 lbs. of refrigerant from compressor #2
- Disconnect and remove defective compressor #2 that has failed
- Supply and install new compressor
- Pipe in new compressor
- Pull vacuum and add refrigerant charge back to system\*
- Leak check new compressor
- Start up and test operation of chiller

**NOTE: IF ADDITIONAL REFRIGERANT IS NEEDED, WILL NEED TO AMEND  
PROPOSAL FOR COST OF ADDITIONAL REFRIGERANT**

**NET PRICE FOR WORK DESCRIBED ..... \$66,000.00  
(EXCLUDING TAXES)**

**Page 2**

**Payment Terms for the services outlined in this quote for services shall be 100% Net 30 Days. Alteration, modifications or changes to the services described within this quote shall not be valid unless made in writing and executed by a duly authorized representative of the customer.**

**All material shall be warrantied for a period of 90 days from date of completion unless defect is a function of misuse, abuse, corrosion, neglect, sabotage, fire, flood or lightning strike.**

**Accepted By: \_\_\_\_\_**

**Date: \_\_\_\_\_**

**P.O. #: \_\_\_\_\_**

**Date: 4/20/2026**

**\_\_\_\_\_  
Jason Natoli  
Service Manager**

**Quote #CL026050**

**If the description of services, pricing and terms of payment are acceptable, please execute in the appropriate areas and FAX back to our office at (631)491-5307 or email to sender to expedite processing of your order.**

**Hi Tech Air Conditioning Service, Inc.**

60 Otis Street • West Babylon, NY 11704

Tel (631) 491-5210 • Main Fax (631) 491-5307

**Exhibit B**  
**Qualified Purchase Approval**

**REQUEST FOR QUALIFIED PURCHASE** (waiver of competitive process)

\*\*\*\*\*THIS SECTION FOR PURCHASING AND CAO ONLY\*\*\*\*\*

BMS338265 CENTRAL HS CHILLER REPAIRS

FILE NUMBER (assigned by Purchasing only): \_\_\_\_\_

RECOMMENDED:  DENIED:  Lisa Farlow 05-13-2026 (SIGNED/DATED PURCHASING AGENT)  
(a denial requires a written explanation)

APPROVED:  DENIED:  Fred Gee 05/13/2026 SIGNED/DATED CAO

\*\*\*PLEASE FOLLOW HIGHLIGHTED DIRECTIVE BELOW BEFORE PROCEEDING\*\*\*

**COMPLETE EACH SECTION BELOW & THE JUSTIFICATION MEMO ATTACHED.  
THEN SUBMIT FOR APPROVAL BEFORE CREATING A REQUISITION.**

REMINDER: Purchases made from state or cooperative bids do not require this form.

**PURCHASE INFORMATION**

HI TECH CHILLER REPAIRS

PROPOSED VENDOR & ITEM(S) TO PURCHASE: \_\_\_\_\_

ESTIMATED AMOUNT (attach quote or applicable backup) \$ 75,000.

PRIOR QP NUMBER:(N/A if not applicable. Any existing agreement/contract must also be provided) BMS025267

**REASON FOR WAIVER REQUEST**

- SOLE SOURCE (the only vendor that exists. Sole Source letter required)
- SINGLE/SPECIAL SOURCE (only one unique vendor, among many)
- TIME CRITICAL (explain why this could not have been reasonably anticipated in the ADDITIONAL INFORMATION section of memo)
- REQUIRED to come immediately into compliance with federal, state or local laws or codes
- NECESSARY to avoid complete loss of funds made available by non-city public or private funding sources

**INTEGRITY AFFIDAVIT**

EVERY CONTRACTING OFFICER THAT IS REQUESTING A QUALIFIED PURCHASE PURSUANT TO THE CITY'S PURCHASING ORDINANCE (Section 3.08.070, as amended), MUST FULLY AND ACCURATELY COMPLETE AND ATTEST TO THIS SECTION.

Name of Contracting Officer: JORGE GARCIA

Contracting Officer's email address: JGARCIA3@BRIDGEPORTEDU.NET

Department: BBOE FACILITIES Title: CHIEF OPERATING OFFICER Phone Number: x 275 2730

The undersigned hereby attests that the following statements are true, correct, and complete, to the best of his/her knowledge and belief, and that the City of Bridgeport is entitled to rely thereon:

- |   | Yes                                 | No                                  |
|---|-------------------------------------|-------------------------------------|
| a) I have a personal or business relationship with the vendor or contractor being selected.<br>(if yes, attach detailed explanation)<br>(if yes, Purchasing will contact the Office of City Attorney for a conflict analysis) | <input type="checkbox"/>            | <input checked="" type="checkbox"/> |
| b) I have made all reasonable attempts to ensure that this procurement is in the best interest of the City.   | <input checked="" type="checkbox"/> | <input type="checkbox"/>            |

\_\_\_\_\_  
(Signature -Contracting Officer/Manager) Dated: 5/13/26  
\_\_\_\_\_  
(Signature -Department Head or BOE Authorized Personnel) Dated: 05/12/26

BE ADVISED: It is your responsibility to ensure that the City is protected with regard to bonding, insurance, and state and federal wage requirements as the established purchasing ordinance is being waived in this instance.

PLEASE NOTE:  
QUALIFIED PURCHASES OVER \$25,000 REQUIRE A CONTRACT, PER SECTION K OF 3.08.070  
PLEASE CHECK WITH THE CITY ATTORNEY'S OFFICE, AFTER QP APPROVAL, BUT PRIOR TO  
EMCUMBERING FUNDS.  
IF THERE IS A PROPOSED VENDOR CONTRACT, SUBMIT AN UNSIGNED COPY AS PART OF YOUR  
QUALIFIED PURCHASE REQUEST.

# REQUEST FOR QUALIFIED PURCHASE

## JUSTIFICATION MEMO

TO: Purchasing Agent

SIGNED (Contracting Officer):

DATE: 5/13/20



- WHAT IS BEING PURCHASED AND WHY IS A QUALIFIED PURCHASE NECESSARY?  
(provide supporting documents):

CHILLER REPAIR FOR THE SMARTD CHILLERS AT CENTRAL HIGH SCHOOL \$66,000 PLUS CONTINGENCY IF NEEDED

TIME IS OF THE ESSENCE. A NEW GYM FLOOR WAS INSTALLED AND THE TEMPERATURE WILL NEED TO BE CONTROLLED PROPERLY TO AVOID DAMAGE TO THE FLOOR DURING WARMER WEATHER. THIS FACILITY REQUIRES PROPER AIRFLOW DUE TO ENVIRONMENTALS AS WELL.

- IF PURCHASE IS ESTIMATED TO BE LESS THAN \$25,000.00, EXPLAIN WHY THE INFORMAL QUOTE PROCESS IS NOT BEING UTILIZED

- IF PURCHASE IS ESTIMATED TO BE MORE THAN \$25,000.00, WHY CAN'T THIS GO OUT TO BID? (without valid justification, you may be required to go out to bid)

The vendor Hi Tech is certified and factory authorized to repair and maintain Smartd chillers. The vendor installed the smartd chiller at the high school. This is the only Smartd chiller in the district. Hi Tech has maintained the chiller since it was installed. They are most familiar and have the most experience with this chiller.

- WHAT BUDGET IS APPROVED FOR THESE REQUESTED GOODS OR SERVICES?

Choose corresponding budget option listed below:

Operating

Capital

Grant

(provide any additional necessary information below):

- **NOTE:** IF GRANT FUNDED, COPIES OF THE PAGES OF THE GRANT WHICH CONTAIN THE TERMS AND PURCHASING REQUIREMENTS OF THE GRANT MUST BE PROVIDED.

### ADDITIONAL INFORMATION/EXPLANATION (if any)

We also contacted the only other SmartD chiller vendor, F & F Mechanical, in our area for a quote, attached, They quoted \$196,488.86 for only one compressor to be repaired.

**NOTE:** FAILURE TO SUBMIT SUFFICIENT JUSTIFICATION AND DOCUMENTATION WILL RESULT IN A REJECTION OF THE REQUEST

## **Exhibit C INSURANCE RIDER**

As a provider of Products, the Contractor shall provide and maintain insurance coverage related to its services in connection with the Project in compliance with the following requirements.

The insurance required shall be written for not less than the scope and limits of insurance specified hereunder, or required by applicable federal, state and/or municipal law, regulation or requirement, whichever coverage requirement is greater. It is agreed and understood that the scope and limits of insurance specified hereunder are minimum requirements and shall in no way limit or preclude the City from requiring additional limits and coverage to be provided under the Contractor's policies.

The insurance obligations under this agreement shall be (1) all the insurance coverage and/or limits carried by or available to the Contractor; or (2) the minimum insurance coverage requirements and/or limits shown in this agreement, whichever is greater.

### Minimum Scope and Limits of Insurance:

**Workers' Compensation:** With respect to all operations the Contractor performs, it shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut, and Employer's Liability limits of One Hundred Thousand Dollars (\$100,000) coverage for each accident, One Hundred Thousand Dollars (\$100,000) coverage for each employee by disease, Five Hundred Thousand Dollars (\$500,000) policy limit coverage for disease.

**Commercial General Liability:** With respect to all operations the Contractor performs it shall carry Commercial General Liability insurance providing for a total limit of Two Million Dollars (\$2,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The Annual Aggregate limit shall not be less than Five Million Dollars (\$5,000,000).

**Professional Liability:** N/A

**Cyber Liability and/or Data Breach Liability:** N/A

**Technology Errors and Omissions Liability:** N/A

**Automobile Liability:** With respect to each owned, non-owned, or hired vehicles the Contractor shall carry Automobile Liability insurance providing One Million Dollars (\$1,000,000) coverage per accident for bodily injury and property damage.

**Builders Risk Insurance All Risks and Extended Coverage: N/A**

**Pollution/Environmental Liability:** If applicable, based on the Contractor's Scope of Work, the Contractor is required to provide environmental and remediation (Contractor's Pollution Liability –CPL-) insurance in the amount of One Million Dollars (\$1,000,000) per claim limit and Two Million Dollars (\$2,000,000) aggregate limit per occurrence. If such insurance is written on a claims-made basis, the Contractor shall maintain such coverage continuously throughout the term of work for a period of seven (7) years following acceptance of the work by the City.

**Umbrella/Excess Liability:** The Contractor shall carry Umbrella or Excess Liability Insurance providing for a total limit of Five Million Dollars (\$5,000,000) coverage per occurrence for all damages arising out of bodily injury, personal injury, property damage, products/completed operations, and contractual liability coverage for the indemnification obligations arising under this Agreement. The annual aggregate limit shall not be less than Five Million Dollars (\$5,000,000).

**Acceptability of Insurers:** The Contractor's policies shall be written by insurance companies licensed to do business in the State of Connecticut, with an AM Best rating of A-VII, or better. Additionally, all carriers are subject to approval by the City of Bridgeport.

**Subcontractors:** The Contractor shall require all subcontractors to provide the same "minimum scope and limits of insurance" as required herein. All Certificates of Insurance shall be provided to the City's Attorney Office and to the City's Finance City (Attn: Risk Manager) as required herein

**Deductibles and Self-Insured Retentions:** Any deductible or self-insured retention must be declared to and approved by the City. All deductibles or self-insured retentions are the sole responsibility of the Contractor to pay and/or to indemnify.

**Notice of Cancellation or Nonrenewal:** Each insurance policy required shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in coverage or in limits before the expiration date except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City. Notwithstanding this requirement, the Contractor is primarily responsible for providing such written notice to the City thirty (30) days prior to any policy change or cancellation that would result in a change of the amount or type of coverage provided. In the event of any such change the Contractor shall provide comparable substitute coverage so that there is no lapse in applicable coverage or reduction in the amount of coverage available to the City related to the Contractor's Services.

**Waiver of Governmental Immunity:** Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

**Additional Insured:** The liability insurance coverage, (excluding Workers' Compensation & Professional Liability, if included) required for the performance of the Services shall include the City as an Additional Insured with respect to the Contractor's activities to be performed under this Agreement. Contractor's insurance shall be primary and shall not seek contribution from any other insurance carried by the additional insured in the payment of a claim.

**Waiver of Subrogation:** Contractor hereby waives the right to subrogate or seek recovery from City of Bridgeport and its insurance carriers. This waiver of subrogation does not apply to Professional Liability coverage.

**Certificate of Insurance:** Prior to the commencement of services under this Contract, the Contractor shall furnish Certificate(s) of Insurance to the City. The Certificate(s) will specify all parties who are endorsed on the policy as Additional Insureds (or Loss Payees). The Certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. Renewals of expiring Certificates shall be provided prior to expiration but no more than fifteen (15) days after policy renewal.

All insurance documents required should be mailed to the City of Bridgeport City Attorney, 999 Broad Street, Bridgeport, CT 06604 and uploaded to MyCOI, the City's insurance verification provider, by the Vendor's insurance agent. The Vendor will receive an email from MyCOI ([registration@mycoitracking.com](mailto:registration@mycoitracking.com)) with a link for registration. Following registration MyCOI will work directly with the Vendor's insurance agent to ensure proper coverage. For questions regarding MyCOI contact MyCOI at support@mycoitracking.com or 317-759-9426 x 105. Note the certificate holder box on the COI should read:

City of Bridgeport c/o myCOI P.O. Box #501970, 8710 Bash Street  
Indianapolis, IN 46256

**NOTE: Vendor's failure to promptly register with MyCOI may delay contract execution.**

In addition, if state grant funds are being utilized, the State of Connecticut, Department of Economic and Community Development, 450 Columbus Boulevard, Suite 5, Hartford, CT 06103, shall be named as an additional insured and certificate(s) of insurance and Additional Insured Endorsement and Waiver of Subrogation Endorsement verifying the above coverages, including the naming of the State of Connecticut, as follows: **"The State of Connecticut, Department of Economic and Community Development is listed as additional insured on all lines of coverage except Pollution Liability and waiver of subrogation applies to all lines of coverage except Pollution Liability as their interest may appear"**.

**Waiver of requirements:** The City Attorney may vary these insurance requirements at the City Attorney's sole discretion if the City Attorney determines that the City's interests will be adequately protected by the provision of different types or other amounts of coverage.

# Request for Legal Services



## INSTRUCTIONS:

1. Review the "Guidelines For Requesting Legal Services".
2. Attach all necessary supporting documents and information.
3. Transmit this form and supporting information to the City Attorney's Office at [RLS@Bridgeportct.gov](mailto:RLS@Bridgeportct.gov)
4. Questions may be directed to the City Attorney's Office 576-7647.

LEGAL FILE NO. \_\_\_\_\_

MUNIS PROJECT NO. \_\_\_\_\_

SECTION I	TO BE COMPLETED BY REQUESTING PARTY
-----------	-------------------------------------

<b>Agency/Department</b>	Human Resources & Board of Education		
<b>Name of Individual</b>	Sandra Ferreira	<b>Tel.</b>	203-576-8474
		<b>Ext. &amp; Email</b>	<a href="mailto:Sandra.Ferreira@bridgeportct.gov">Sandra.Ferreira@bridgeportct.gov</a>
<b>Title/Position</b>	Human Resources Manager		

<b>Date Forwarded</b>	5/19/26
<b>Requested Response Date (for Transactions, turnaround time is a minimum of four (4) weeks from receipt of RLS) Please do not use ASAP as a response.</b>	6/1/2026 or when available as all legal/contracts must be reviewed before the BOE Contracts Committee.
<b>Detailed Reason for Response Date (Transaction requests with a turnaround time under four (4) weeks will be considered case by case and granted only in extenuating circumstances).</b>	<p>We must have a service contract in place by July 1, 2026, as the current contract with the current provider is set to expire on July 1, 2026. Services are valid until June 30, 2026.</p> <p>Services contract shall be an agreement between The Lexington Group, Inc. and City of Bridgeport and the Board of Education.</p>

<b>Title of Document</b>	Employee Assistance Program EAP Service Contract No. 20PSX0123 with The Lexington Group, Inc and State of Connecticut		
<b>Service Requested</b>	<table style="width: 100%; border: none;"> <tr> <td style="width: 50%; vertical-align: top;"> <input checked="" type="checkbox"/> Document Review  <input type="checkbox"/> <b>Draft:</b> Self-Insurance Letter  <input type="checkbox"/> <b>Draft:</b> Subcontract  <input type="checkbox"/> <b>Draft:</b> Access Agreement  <input type="checkbox"/> Formal Written Legal Opinion                 </td> <td style="width: 50%; vertical-align: top;"> <input type="checkbox"/> Legal Advice  <input type="checkbox"/> Legal Research  <input type="checkbox"/> Litigation/Threatened Litigation  <input type="checkbox"/> Other (Describe): _____                 </td> </tr> </table>	<input checked="" type="checkbox"/> Document Review <input type="checkbox"/> <b>Draft:</b> Self-Insurance Letter <input type="checkbox"/> <b>Draft:</b> Subcontract <input type="checkbox"/> <b>Draft:</b> Access Agreement <input type="checkbox"/> Formal Written Legal Opinion	<input type="checkbox"/> Legal Advice <input type="checkbox"/> Legal Research <input type="checkbox"/> Litigation/Threatened Litigation <input type="checkbox"/> Other (Describe): _____
<input checked="" type="checkbox"/> Document Review <input type="checkbox"/> <b>Draft:</b> Self-Insurance Letter <input type="checkbox"/> <b>Draft:</b> Subcontract <input type="checkbox"/> <b>Draft:</b> Access Agreement <input type="checkbox"/> Formal Written Legal Opinion	<input type="checkbox"/> Legal Advice <input type="checkbox"/> Legal Research <input type="checkbox"/> Litigation/Threatened Litigation <input type="checkbox"/> Other (Describe): _____		
<b>Details of Service Requested Past Identical or Similar Request?</b>			
<b>If yes, Lawyer Name:</b>	Yes / X No - (circle one)		





**CITY OF BRIDGEPORT**  
**Office of Labor Relations and Human Resources**

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**MEMORANDUM**

**TO:** Lisa Farlow, Purchasing Agent

**FROM:** Sandra Ferreira, Human Resources Manager  
Christopher Siano, Assistant Superintendent | HR, Board of Education

**DATE:** May 19, 2026

**RE:** The Lexington Group, Inc. | Employee Assistance Program (EAP) Provider

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After review and discussions with eligible vendors capable of meeting the required scope of services, and based on the established evaluation criteria — including services provided, vendor qualifications, experience working with agency members, and overall cost within the budgets of the City of Bridgeport and the Board of Education — we recommend moving forward with and entering into a contract with The Lexington Group, Inc., as it demonstrated the strongest ability to provide a comprehensive Employee Assistance Program (EAP) that best meets the needs of the City of Bridgeport and the Bridgeport Board of Education.

Key factors supporting this recommendation include:

- Comprehensive service model
- Clinical staffing and professional credentials
- Established partnership and presence within Connecticut, specifically Bridgeport
- More than 26 years of experience serving municipalities and boards of education
- Strong manager and supervisor support services
- Crisis response capabilities
- Compliance with all applicable municipal, state, and federal requirements and standards

In comparison to competing vendors that do not offer a full-service model, The Lexington Group, Inc. provides the following benefits and services:

- Eight (8) counseling sessions per employee for each presenting issue

- Unlimited clinical services
- EAP leadership training
- EAP orientations and promotional materials
- Full access to online resources and services through [The Lexington Group, Inc.](#)
- Access to services for household family members
- Life care assessment and referral services
- Critical incident management
- Substance Abuse Professional (SAP) evaluations for safety-sensitive positions
- Fitness-for-duty psychological evaluations and testing (first hour included; additional time billed at cost)
- Positive lifestyle and stress management workshops (additional cost applies)

The proposed agreement will consist of an initial three (3) year term, with two (2) optional one-year renewals, for a potential total contract term of five (5) years. The City of Bridgeport and the Board of Education will proceed with the 8-Session Assessment and Referral Model.

**Packet Contents:**

- State of Connecticut DAS Procurement Contract #20PSX0123 – Employee Assistance Program
- State of Connecticut DAS Procurement Contract #20PSX0123 – Contract Summary
- The Lexington Group, Inc. Rate and Service Summary
- The Lexington Group, Inc. Materials
- Request for Vendor and W-9 Forms



**Amendment 3 – The Lexington Group revised Exhibit B - Price Schedule  
Contract #:20PSX0123**

**Company Name:**

*The Lexington Group, Inc.*

<b>EAP Services, standard model</b>	<b>Unit of Measure</b>	<b>Cost</b> <i>(Three (3) 60 minute in person counseling sessions for each employee per issue each year.)</i>	<b>Cost</b> <i>(Six (6) 60 minute in person counseling sessions for each employee per issue each year.)</i>
Agency with 50 employees or less.	Monthly	\$ 1.95	\$ 2.45
Agency with 51 - 150 employees.	Monthly	\$ 1.40	\$ 1.58
Agency with 151 - 250 employees.	Monthly	\$ 1.31	\$ 1.50
Agency with 251 - 500 employees.	Monthly	\$ 1.24	\$ 1.41
Agency with 501 - 1000 employees.	Monthly	\$ 1.14	\$ 1.33
Agency with 1001 or more employees.	Monthly	\$ 1.06	\$ 1.24
<b>Additional Services</b>			
<b>Description of Services</b>	<b>Unit of Measure</b>	<b>Rate</b>	
Critical Incident Response/Critical Incident Stress Debriefing (Beyond the first two hours per Incident)	Hour	\$ 345.00	
Positive Lifestyle Trainings on Specific Topics	Hour	\$ 400.00	
Team Building, Mediation, and Conflict Resolution	Hour	\$ 325.00	
Federal DOT Substance Abuse Professional Evaluation	Hour	\$ 395.00	
Fitness for Duty Evaluations	Hour	\$ 395.00	
All Inclusive EAP Model: Available to Client Agencies with 1,000 or more employees.	Per Employee Per Month	\$ 1.75	



**Contract Number:  
20PSX0123**

Employee Assistance  
Program

**State of Connecticut  
AND  
Contractor**

## Introduction

This contract (the "Contract") is made by and between, The Lexington Group (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with Sections 4a-2, 4a-51 and 4d-2 of the Connecticut General Statutes.

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

### 1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, in which case Exhibit A controls.

#### a. Reserved

Definition reserved.

#### b. Reserved

Definition reserved.

#### c. Reserved

Definition reserved.

#### d. Reserved

Definition reserved.

#### e. Reserved

Definition reserved.

#### f. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

#### g. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any form.

#### h. Client Agency

Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, non-profit organization organized in this State and any entity identified in Conn. Gen. Stat. Sec. 4a-54, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms of this Contract.

#### i. Reserved

Definition reserved.

**j. Confidential Information**

Any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number and residential address, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that DAS classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.

**k. Confidential Information Breach**

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 Agency, the Contractor, or State.

**l. Reserved**

Definition reserved.

**m. Contractor Parties**

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

**n. Corrective Action Plan, or CAP**

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach section of this Contract.

**o. Deliverable**

Each (1) Good, Service, Maintenance Services, Improvement, Material, Documentation, System, process or information of any type, whether stand-alone or intended as part of the integration of the System with existing hardware or software of the State, and whether or not used for administrative, maintenance, consulting, training, data warehousing, operations, support, hosting, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

**p. Deliverables Document**

Exhibit A, which sets forth and describes the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

**q. Reserved**

Definition reserved.

**r. Reserved**

Definition reserved.

**s. Reserved**

Definition reserved.

**t. Force Majeure Event**

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

**u. Goods**

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

**v. Goods or Services**

Goods, Services or both, as specified in the Solicitation and set forth in Exhibit A.

**w. Reserved**

Definition reserved.

**x. Reserved**

Definition reserved.

**y. Reserved**

Definition reserved.

**z. Reserved**

Definition reserved.

**aa. Reserved**

Definition reserved.

**bb. Reserved**

Definition reserved.

**cc. Reserved**

Definition reserved.

**dd. Reserved**

Definition reserved.

**ee. Reserved**

Definition reserved.

**ff. Reserved**

Definition reserved.

**gg. Reserved**

Definition reserved.

**hh. Reserved**

Definition reserved.

**ii. Perform**

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

**jj. Performance Criteria**

Operation of the Deliverables in compliance with all Specifications and Documentation and complying with the requirements of this Contract and a Statement of Work, as applicable.

**kk. Price Schedule**

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

**ll. Reserved**

Definition reserved.

**mm. Reserved**

Definition reserved.

**nn. Purchase Orders**

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

**oo. Records**

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

**pp. Replacement Deliverable**

Any new Deliverable that replaces a previously accepted Deliverable.

**qq. Reserved**

Definition reserved.

**rr. Services**

The labor or work, necessary or appropriate for the Contractor to Perform.

**ss. Reserved**

Definition reserved.

**tt. Site**

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

**uu. Solicitation**

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A.

**vv. Solicitation Response**

A submittal in response to a Solicitation.

**ww. Reserved**

Definition reserved.

**xx. Specifications**

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

**yy. Reserved**

Definition reserved.

**zz. State**

The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.

**aaa. Reserved**

Definition reserved.

**bbb. Reserved**

Definition reserved.

**ccc. Term**

The original term of this Contract plus any extensions exercised under this Contract.

**ddd. Termination**

An end to this Contract prior to the end of its Term.

**eee. Reserved**

Definition reserved.

**fff. Reserved**

Definition reserved.

**ggg. Reserved**

Definition reserved.

**hhh. Reserved**

Definition reserved.

**iii. Reserved**

Definition reserved.

**jjj. Reserved**

Definition reserved.

**kkk.Reserved**

Definition reserved.

### **III. Reserved**

Definition reserved.

## **2. Term of Contract; Contract Extensions**

This Contract will be in effect from May 1, 2021 (the "Effective Date") through June 31, 2024. DAS, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term.

## **3. Description of Deliverables**

The Contractor shall Perform as set forth in Exhibit A.

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

### a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B.

### b. Payment Terms and Billing:

1. Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in this Contract, payment for all accepted Goods or Services shall be due within forty five (45) days after acceptance of the Goods or Services, or twenty-five (25) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>
3. Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

### c. Price Adjustments

Prices for Deliverables listed in Exhibit B shall remain unchanged for twelve (12) months following the Effective Date of this 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 this Contract during the Term of this 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 for 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 this Contract. The Contractor shall submit all requests in accordance with Contract Section Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date of this 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. Reserved**

Provision reserved.

## **6. Reserved**

Provision reserved.

## **7. Cost Modifications**

The parties may agree to a reduction in the cost of this Contract at any time during which this 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 this Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

## **8. Order and Delivery**

The Contractor shall Perform in accordance with Exhibit A and at the prices set forth in Exhibit B. Except as it may otherwise be set forth in Exhibit B, the Contractor shall deliver the Goods F.O.B. wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B.

## **9. Purchase Orders**

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this 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 Performing without a duly issued Purchase Order in accordance with this Section does so at the Contractor's own risk.

- e. The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued Purchase Orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a “hard copy” of the Purchase Order or a copy bearing any hand-written signature or other “original” marking.

## **10. Delivery**

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor’s shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- b. In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in this 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 this Contract.
- d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

## **11. 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.

## **12. Waiver**

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party’s failure to insist on strict performance of any provision of this 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. Goods: Standards and Appurtenances and Inspection**

- a. Standards and Appurtenances

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

- b. Inspection

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

#### **14. Emergency Standby for Deliverables**

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against DAS or Client Agency.

#### **15. Reserved**

Provision reserved.

#### **16. Reserved**

Provision reserved.

#### **17. Reserved**

Provision reserved.

#### **18. 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 this Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:
  1. they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the

Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

2. there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
  3. they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
  4. if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
  5. they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

## **19. Reserved**

Provision reserved.

## **20. Reserved**

Provision reserved.

## **21. Reserved**

Provision reserved.

## **22. Reserved**

Provision reserved.

## **23. Reserved**

Provision reserved.

## **24. Reserved**

Provision reserved.

## **25. 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 this Contract.

## **26. Background Checks**

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

## **27. Reserved**

Provision reserved.

## **28. Reserved**

Provision reserved.

## **29. Contractor Guaranties and Implied Warranties**

- a. Contractor shall:
  1. Perform fully under this Contract;
  2. 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;
  3. 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;
  4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
  5. 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
  6. Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

b. Implied Warranties:

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

### **30. Representations and Warranties Regarding Motor Vehicles**

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

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this 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 this 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 this Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- d. each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject

out-of-service order is in effect.

### **31. Sales and Use Report**

Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

### **32. Breach**

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the "Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a Corrective Action Plan ("CAP") in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and, a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or, reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) The Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.
- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the

Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date that the payment would have been due.

- d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the Acts of the Contractor Parties to be the Acts of the Contractor itself, as if the Contractor itself was the subject of the Acts which the Client Agency considers in determining if there was a Breach, or, an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty four (24) hours' prior written notice before terminating this Contract.
- f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

### **33. Termination**

- a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this 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 this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.
- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

#### **34. Continued Performance**

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

#### **35. Open Market Purchases**

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this 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 this 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 this Contract, the Client Agency will deduct such open market purchases from this Contract's 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.

#### **36. Setoff**

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts or whatever nature 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 this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

#### **37. Cross-Default**

If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in this 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

### **38. Sovereign Immunity**

The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

### **39. Representations and Warranties**

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this 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 any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this 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 this 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 or property, making false statements, or receiving stolen property;
- f. each is 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 notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has 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 this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving 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 this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar 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. each entity's participation in the Solicitation 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 submitted by Contractor in response to the Solicitation 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 Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. one owes unemployment compensation contributions;
- q. none is 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;
- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor

Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;

- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

#### **40. 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 this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

#### **41. 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' prior written approval.

#### **42. 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' 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 this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' 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 this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

#### **43. Contractor Responsibility**

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

#### **44. Reserved**

Provision reserved.

#### **45. Security and/or Property Entrance Policies and Procedures**

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

#### **46. Disclosure of Contractor Parties Litigation**

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to 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 this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

#### **47. Protection of Confidential Information**

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, 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 the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS 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 and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
  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 and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, 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 which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a-701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and 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 Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. 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 the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

#### **48. Confidentiality; Non-Disclosure**

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the

possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental United States.

#### **49. Disclosure of Records Concerning Governmental Functions**

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.

#### **50. Reserved**

Provision reserved.

#### **51. Reserved**

Provision reserved.

#### **52. Reserved**

Provision reserved.

#### **53. Reserved**

Provision reserved.

#### **54. Reserved**

Provision reserved.

#### **55. Reserved**

Provision reserved.

#### **56. Audit and Inspection of Plants, Places of Business and Records**

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection

date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. 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 (1) final payment under this Contract, or (2) 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. 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. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

## **57. Audit Requirements for Recipients of State Financial Assistance**

For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in section 4-230 of the Connecticut General Statutes. The Contractor shall provide for an annual financial audit acceptable to the Client Agency for any expenditure of state awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor shall comply with federal and state single audit standards as applicable.

## **58. Indemnification**

- a. 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 this Contract for 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 this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 non-copyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
- b. Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of Contractor or any Contractor Parties. The State shall give

Contractor reasonable notice of any such Claims.

- d. Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims or both.
- e. Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to DAS prior to the Effective Date of this Contract. Contractor shall not begin Performance until the delivery of the policy to DAS. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Client Agency or the State was contributorily negligent.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage

## **59. Forum and Choice of Law**

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this 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.

## **60. References to Statutes, Public Acts, Regulations, Codes and Executive Orders**

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

## **61. Assignment**

The Contractor shall not assign any of its rights or obligations under this 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.

## **62. Tangible Personal Property**

- a. 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, 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 with the State 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. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, 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. 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 this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut 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 term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. 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. 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.

### **63. Americans with Disabilities Act**

Contractor represents that it is familiar with the terms of the Americans with Disabilities Act, 42 U.S.C. §§12101 et seq, and that it is in compliance with the law. Failure of Contractor to satisfy this standard either now or during the Term as it may be amended will render this Contract voidable at the option of the State upon notice to Contractor. Contractor warrants that it will hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

### **64. Health Insurance Portability and Accountability Act of 1996**

- a. If the Contactor is a Business Associate under the requirements of the Health Insurance

Portability and Accountability Act of 1996 (“HIPAA”), as noted in this Contract, the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.

- b. The Contractor 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.
- c. The State of Connecticut Agency named on page 1 of this Contract (“Agency”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
- d. The Contractor is a “business associate” of the Agency, as that term is defined in 45 C.F.R. § 160.103.
- e. The Contractor and the 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 (“HITECH Act”), (Pub. L. 111-5, §§ 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, D and E (collectively referred to herein as the “HIPAA Standards”).
- f. Definitions
  1. “Breach” shall have the same meaning as the term is defined in section 45 C.F.R. 164.402 and shall also include a use or disclosure of PHI that violates the HIPAA Standards.
  2. “Business Associate” shall mean the Contractor.
  3. “Covered Entity” shall mean the Agency of the State of Connecticut named on page 1 of this Contract.
  4. “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
  5. “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
  6. “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. §160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
  7. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
  8. “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, and includes electronic PHI, as defined in 45 C.F.R. 160.103, limited to information created, maintained, transmitted or received by the Business Associate from or on behalf of the Covered Entity or from another Business Associate 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 CFR §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 45 C.F.R. 164.402.

g. 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 and maintain appropriate safeguards and comply with applicable HIPAA Standards with respect to all PHI and to prevent use or disclosure of PHI other than as provided for in this Section of the Contract and in accordance with HIPAA standards.
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, in accordance with 45 C.F.R. 502(e)(1)(ii) and 164.308(d)(2), if applicable, to ensure that any subcontractors that create, receive, maintain or transmit protected health information on behalf of the business associate, agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
7. Business Associate agrees to provide access (including inspection, obtaining a copy or both), at the request of the Covered Entity, and in the time and manner designated by the Covered Entity, , 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. Business Associate shall not charge any fees greater than the lesser of the amount charged by the Covered Entity to an Individual for such records; the amount permitted by state law; or the Business Associate's actual cost of postage, labor and supplies for complying with the request.
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 designated by the Covered Entity.
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, maintained, transmitted 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 investigating or determining Covered Entity's compliance with the HIPAA Standards.
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 designated by the Covered Entity, information collected in accordance with subsection (g)(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 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. §§ 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;
  - C. provide a copy of the individual's PHI in an electronic health record; or
  - D. amend PHI in the individual's designated record set the Business Associate agrees to notify the Covered Entity, in writing, within five business days of the request.
15. Business Associate agrees that it shall not, and shall ensure that its subcontractors do not, directly or indirectly, receive any remuneration in exchange for PHI of an Individual without
  - A. The written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and
  - B. 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 by the Business Associate or by a subcontractor of the Business Associate of any use or disclosure not provided for by this section of the Contract, any breach of unsecured protected health information, or any Security Incident, it shall notify the Covered Entity of such breach in accordance with Subpart D of Part 164 of Title 45 of the Code of Federal Regulations and 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, or a subcontractor of the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to 45 C.F.R. 164.412. A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate or its subcontractor. 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 description of what happened, including the date of the breach; the date of the discovery of the breach; the unauthorized person, if known, who used the PHI or to whom it was disclosed; and whether the PHI was actually acquired or viewed.
  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 Individual(s) take to protect themselves from potential harm resulting from the breach.
  4. A detailed description of what the Business Associate is doing or has done to investigate the breach, to mitigate losses, and to protect against any further breaches.
  5. Whether a law enforcement official has advised the Business Associate, either verbally or in writing, that he or she has determined that notification or notice to Individuals or the posting required under 45 C.F.R. 164.412 would impede a criminal investigation or cause damage to national security and; if so, contact information for said official.
- D. If directed by the Covered Entity, the Business Associate agrees to conduct a risk assessment using at least the information in subparagraphs 1 to 4, inclusive of (g) (16) (C) of this Section and determine whether, in its opinion, there is a low probability that the PHI has been compromised. Such recommendation shall be transmitted to the Covered Entity within 20 business days of the Business Associate's notification to the Covered Entity.
- E. If the Covered Entity determines that there has been a breach, as defined in 45 C.F.R. 164.402, by the Business Associate or a subcontractor of the Business Associate, the Business Associate, if directed by the Covered Entity, shall provide all notifications required by 45 C.F.R. 164.404 and 45 C.F.R. 164.406.
- F. Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed of a breach have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.
- G. 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.
- h. 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 HIPAA Standards 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).
- i. Obligations of Covered Entity.
  1. Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
  2. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual(s) to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
  3. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.
- j. 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 HIPAA Standards if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.
- k. Term and Termination.
  1. 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 provision (g)(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.
    - 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 (k)(2) of this Section of the Contract, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with section (g)(10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This section 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.

I. Miscellaneous Sections.

- 1. Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- 2. Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104191.
- 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 sections 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, the HIPAA Standards, or the HITECH Act (all as amended), 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, and the HIPAA Standards.

## **65. 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 this Contract as if they had been fully set forth in it. This Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04, and Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office in accordance with their respective terms. If Executive Orders 14, 61 or 49 are applicable, they are deemed to be incorporated into and are made a part of this Contract as if it had been fully set forth in it. At the Contractor's request, the State shall provide a copy of these orders to the Contractor.

## **66. Non-Discrimination**

- a. For purposes of this Section, the following terms are defined as follows:
  1. "Commission" means the Commission on Human Rights and Opportunities;
  2. "Contract" and "contract" include any extension or modification of this 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.
- b. For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the State, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).
1. The Contractor agrees and warrants that in the Performance of this Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents Performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, status of a veteran, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents Performance of the work involved;
  2. the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission;
  3. the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment;
  4. the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a- 68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and
  5. the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the

Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the Term of this Contract and any amendments thereto.
- g.
  - 1. The Contractor agrees and warrants that in the Performance of this 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 Contract 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
  - 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.

## **67. Whistleblower Provision**

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 such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent 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 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.

## **68. 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 this Contract as if the summary had been fully set forth in this Contract.

## **69. Campaign Contribution Restriction**

For all State contracts, defined in Conn. Gen. Stat. §9-612 as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

## **70. Reserved**

Provision reserved.

## **71. Reserved**

Provision reserved.

## **72. Reserved**

Provision reserved.

## **73. Reserved**

Provision reserved.

## 74. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

## 75. Notice

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

If to DAS:

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

Attention: Lynn Peccerillo-Hills

If to the Contractor:

The Lexington Group  
PO Box 2014  
Burlington, CT 06013  
Attention: Nicole Parsons

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

## **76. Headings**

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

## **77. 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.

## **78. Amendments, Supremacy, Entirety of Contract**

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

## **79. Severability**

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this 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 this Contract shall be valid and enforced to the fullest extent possible by law.

## **80. Risk of Loss and Insurance**

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described 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. Commercial General Liability**

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents and employees to be named as an additional insureds on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.

**b. Automobile Liability**

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

**c. Workers' Compensation and Employer's Liability**

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

**d. Excess/Umbrella Liability**

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

**81. DAS Approval of Subcontractors**

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under this Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor must be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor must be provided promptly by the Contractor to DAS upon request. Contractor must provide the majority of the work associated with this Contract. It is understood that there may be times where conflicts due to scheduling may arise, which would lend the Contractor to utilize subcontractors to meet the Client Agency's needs. When this occurs, Contractor must alert DAS for approval of desired subcontractor before work is started.

**The parties are executing this Contract on the date below their respective signatures.**

**The Lexington Group**

BY: 

Name: Nicole Parsons, CEAP, SAP, President

Duly Authorized

Date: 2/25/21

**STATE**

BY: 

Name: Carol Wilson Director of Procurement

Duly Authorized

Date: 3/10/2021

**Contract #:20PSX0123**  
**Exhibit A**  
**Description of Deliverables**

**I. EMPLOYEE ASSISTANCE PROGRAM, standard model**

1. **Description of Services.** Contractor shall provide a comprehensive, client focused Employee Assistance Program (EAP) that meets the varied needs of employees of participating Client Agencies. Contractor's standard EAP model shall be billed monthly in accordance with Exhibit B and shall include the following services:

- a. Confidential, professional, short-term solutions-focused diagnostic evaluation, crisis intervention, consultation and assessment services as needed to make appropriate referrals and provide additional assistance to employees throughout the referral process.
- b. Three (3) to six (6) sessions, 50-60 minutes of face-to-face consultation sessions for each employee per issue each year.
- c. Follow-up with employee or Client Agency within an appropriate timeframe after referral to ensure a successful intervention and provide continued check-ins as appropriate.
- d. Twenty-four (24) hour, seven (7) day three hundred and sixty five (365) days a year crisis intervention and immediate response to any life-threatening or critical incident; response within two (2) hours of receipt of call for urgent situations and within twenty four (24) hours of receipt of call for all other situations. Contractor response must be in person or via telephone, whichever is most appropriate for the situation at hand.
- e. Contractor referrals shall be made to a provider covered under the employee's medical insurance plan. An employee may at his/her own expense, opt to seek treatment not covered by their medical insurance plan, however, such arrangements are outside of the scope of this Contract and the parties to such arrangements shall have no recourse against the State. Contractor shall refer to the current medical plan(s) available to State employees located at the following website, as modified from time to time: <https://www.osc.ct.gov/benefits/medical.htm>.

Prior to a referral the Contractor shall ensure that the provider is actively providing services.

Medical plans offered to employees of other State entities and Political Subdivisions may vary, therefore, Contractor shall work with those entities to find out what providers are offered and shall disclose any limitations due to insurance coverage restrictions to employees of the eligible entity prior to providing the services.

- f. Contractor shall extend EAP services to members of the employee's immediate family.

Immediate family members are wife, husband, children, siblings, grandparents, parents and their legal dependents (if they live outside of the home; child who lives with other parents in another household).

Immediate family members are defined as biological, familial, marital, committed, or as the employee self-defines 'family'. Typically they should be living in their home, but Client Agencies may make exceptions for parents, grandparents, adult children, etc.

- g. A return to the workplace consultation that ensures a smooth transition to work for those who have been absent due to medical, substance abuse, or other conditions/situations requiring time away from the workplace.
- h. Licensed counselors available throughout the State that are experienced and trained in a wide variety of mental and behavioral health concerns as well as professional problems (job related issues) and/or both to include but not limited to:
  - i. Personal problems (grief, trauma, loss, stress, medical issues, eating disorders, substance use/addiction disorders, depression, anxiety, relationship/interpersonal

**Contract #:20PSX0123**  
**Exhibit A**  
**Description of Deliverables**

- problems, mood disorders, personality disorders, and other mental and behavioral health concerns), as well as professional problems (job related issues) or both;
- ii. Working with law enforcement, correctional, and mental health industries, and the issues that arise in these professions;
  - iii. Public health crises of COVID-19;
  - iv. Cultural competency and/or racial trauma;
  - v. Violence and critical situations in the workplace, critical incident stress debriefing and more.
- i. **Confidential Consultation.** Contractor shall provide support to management in addressing workplace issues, while maintaining strict, Health Insurance Portability and Accountability Act (HIPAA) compliant confidentiality.
- i. Consultation services for supervisors and management on a broad variety of work performance concerns.
  - ii. Strict adherence to the guidelines of the HIPAA and confidentiality in all aspects of communication regarding employee specific information and EAP treatments.
  - iii. Follow-up communication with supervising staff within the bounds of confidentiality subsequent to completion of EAP intervention when appropriate.
- j. **Training and Outreach.** Contractor shall create partnerships with Client Agencies and perform outreach to promote employee health and wellness, while incorporating employee voice and responding to employee concerns. Contractor's training and outreach shall include:
- i. Partnerships with each Client Agency EAP representative to provide unlimited consultation on a variety of EAP issues to include but not be limited to supervisory, management, human resources, mediation and organizational development issues.
  - ii. Partnerships with each Client Agency EAP authorized representative to provide ideas and advice regarding the marketing of EAP services available to employees.
  - iii. Training sessions on the policies, procedures and benefits of the program to managers, supervisors and employees.
  - iv. Training on supervisory techniques specific to supervisors identifying and intervention of employees that exhibit signs of deteriorating job performance. Such training shall include training on physical, behavioral, speech and performance indicators from probable alcohol misuse and use of controlled substances.
  - v. Attend Client Agency events as requested to market EAP program.
  - vi. Appropriate educational materials as requested by the Client Agency, including but not limited to: "How to" handbooks for supervisors; wallet sized information cards providing crisis contact information.
  - vii. A useful, relevant website accessible to the Client Agency and its employees with resources relevant to the EAP program.
  - viii. An accessible forum to assess employee/Client Agency satisfaction, including both quantitative and qualitative information regarding the EAP program.
- k. **Life Care Program:** Consultation with employees regarding their work-life needs including childcare, elder care, legal and financial needs. Also included is free initial legal consultation and personal support services.

**Contract #:20PSX0123**  
**Exhibit A**  
**Description of Deliverables**

- I. **Critical Incident Response/Critical Incident Stress Debriefing:** Immediate response and support to address traumatic events including follow-up services and additional services as needed. The first two-hour on-site critical incident support per event is covered in the monthly fee. Hours beyond the initial two hour on-site support will be subject to the hourly rate in Exhibit B.
  - m. **Reporting.** Contractor shall periodically report key performance metrics to Client Agencies such as summary of usage, demographics, geography, referrals, and other information as requested by the Client Agency.
  - n. **Performance Based Contracting Requirements.** Performance objectives will inform collection of data, reporting of outcome metrics, and monitoring of trends in Performance. Final metrics of Contractor Performance will be agreed upon between Client Agency and Contractor, and may include measures to track activities conducted, efficiency, service quality, outcomes and equity. It will be the responsibility of the Client Agency to analyze data. Metrics will focus on evaluating employees' experiences with the EAP and tracking the program's impact on overall employee health, wellness, and satisfaction. Metrics used to evaluate Contractor Performance may include:
    - i. Employee satisfaction with EAP services, both pre- and post-referral.
    - ii. Number of referrals, both supervisory referrals and self-referrals.
    - iii. Utilization rates, including number of face-to-face and telephone contacts.
    - iv. Follow-through rates for employees referred to external providers.
    - v. Service completion rates (the proportion of cases that received all recommended services).
- II. **ADDITIONAL SERVICES:** Costs for additional services not covered in the EAP services, standard model, are listed in Exhibit B and include the following services:
- a. **Positive Lifestyle Trainings on Specific Topics:** Workshops and trainings ranging from positive lifestyle to workplace behavior and policy.
  - b. **Team Building, Mediation, and Conflict Resolution:** Customized programs to constructively manage conflict & change.
  - c. **Federal DOT Substance Abuse Professional Evaluation:** Evaluation and referral of individuals for drug or alcohol abuse treatment. Services include both the initial and the return to duty substance abuse evaluation.
  - d. **Fitness for Duty Evaluations:** Psychosocial testing to determine the employee's ability or inability to return to work either with or without specific restrictions.
  - e. **All Inclusive EAP Model:** Available to Client Agencies with 1,000 or more employees, services include:
    - Full access to all services in the Standard EAP model listed in this Exhibit A, I. Description of Services above;
    - Eight (8) 60 minute in person counseling sessions for each employee per issue each year;
    - Unlimited Critical Incident Response/Critical Incident Stress Debriefing;
    - Positive Lifestyle Trainings on Specific Topics;
    - Team Building. Mediation, and Conflict Resolution; and
    - Federal DOT Substance Abuse Professional Evaluation.

**Contract #:20PSX0123**

**Exhibit B**

**Price Schedule**

<b>Company Name:</b>		The Lexington Group, Inc.	
<b>EAP Services, standard model</b>	<b>Unit of Measure</b>	<b>Cost</b> <i>(Three (3) 60 minute in person counseling sessions for each employee per issue each year.)</i>	<b>Cost</b> <i>(Six (6) 60 minute in person counseling sessions for each employee per issue each year.)</i>
Agency with 50 employees or less.	Monthly	\$ 1.95	\$ 2.45
Agency with 51 - 150 employees.	Monthly	\$ 1.40	\$ 1.58
Agency with 151 - 250 employees.	Monthly	\$ 1.31	\$ 1.50
Agency with 251 - 500 employees.	Monthly	\$ .24	\$ 1.41
Agency with 501 - 1000 employees.	Monthly	\$ 1.14	\$ 1.33
Agency with 1001 or more employees.	Monthly	\$ 1.06	\$ 1.24
<b>Additional Services</b>			
<b>Description of Services</b>	<b>Unit of Measure</b>	<b>Rate</b>	
Critical Incident Response/Critical Incident Stress Debriefing (Beyond the first two hours per Incident)	Hour	\$ 345.00	
Positive Lifestyle Trainings on Specific Topics	Hour	\$ 400.00	
Team Building, Mediation, and Conflict Resolution	Hour	\$ 325.00	
Federal DOT Substance Abuse Professional Evaluation	Hour	\$ 395.00	
Fitness for Duty Evaluations	Hour	\$ 395.00	
All Inclusive EAP Model: Available to Client Agencies with 1,000 or more employees.	Per Employee Per Month	\$ 1.75	

Contract #: 20PSX0123  
Exhibit C

CONNECTICUT STATE ELECTIONS  
ENFORCEMENT COMMISSION  
Rev. 1/11



**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 principal 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.

**Contract #: 20PSX0123**  
**Exhibit C**

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](http://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

**Contract #: 20PSX0123**  
**Exhibit C**

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.



# Contract Summary

## General Information

**Contract Number** 20PSX0123  
**Issue Date** January 07, 2021  
**Organization** State of CT - DAS Procurement  
**Status** Active  
**Multi Contractor Contract** Yes  
**Title** Employee Assistance Program  
**Description** Employee Assistance Program (EAP) for all using State Agencies and Political Subdivisions.  
**Contract Administrator** Lynn Peccerillo-Hills  
**Email Address** lynn.peccerillo@ct.gov  
**Request Number**  
**Solicitation Number** 20PSX0123  
**Enable Contract as Round Trip** No  
**P-Card Accepted** No  
**PO Dispatch** Distributor

## Commodity

Code	Description
80000000	Management and Business Professionals and Administrative Services
84000000	Financial and Insurance Services

## Contractors

Name			
Contact Type	Contact Name	Contact Email	Contact Phone
The Lexington Group			
Main Contact	Nina Ball	balln@the-lexington-group.com	8005710197

Name			
Contact Type	Contact Name	Contact Email	Contact Phone
Wheeler Clinic, Inc.			
Main Contact	Athena Dellas		8607934235

Name			
Contact Type	Contact Name	Contact Email	Contact Phone
Deer Oaks EAP Services, LLC			
Main Contact	Denise McDonald	dmcDonald@deeroaks.com	210-569-8213

Name			
Contact Type	Contact Name	Contact Email	Contact Phone
Behavioral Health Connecticut, LLC			
Main Contact	Jean Fazzino		8606385309

## Pricing Information

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Contract Type	DAS Contract
Pricing Type	Fixed Price
Total Value Condition	Estimate
Total Value(USD)	2,000,000.00
Retainage Percent	0.00
Retainage Notes	
Initial Expended Value(USD)	0.00
Cumulative Encumbered/Expended Value(USD)	0.00
Total Paid(USD)	0.00
Remaining Balance(USD)	2,000,000.00
Value to Go(%)	100.00
Payment Terms	See Payment Notes
Payment Notes	In accordance with Contract terms.
Delivery Terms	N/A: Not Applicable
Delivery Notes	
Other Notes	

## Contract Period

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Award Date	January 07, 2021
Effective Date	May 01, 2021
Expiration Date	June 30, 2027
Potential Final Expiration Date	June 30, 2027

## Custom Fields

### Contract Additional Information

Field Title	Field Description
Agrees to Supply Political SubDivisions	Yes
Core Catalog Item Contract	No

### Amendment(s)

Field Title	Field Description
Amendment 1	As of March 15, 2021, this amendment is being issued to: 1.Make corrections to effective date and expiration date in Contract Period section of CTsource. 2.Revise the expiration date listed in Section 2. of the Contract to June 30, 2024.
Amendment 2 - Revised Usage Guidelines	As of March 18, 2021, this amendment is being issued to post a revised Guidelines for State Agencies for Usage of Contract.
Amendment 3 - Update Exhibit B for Lexington Group	As of March 24, 2021, this amendment is being issued to revise The Lexington Group's Exhibit B Price Schedule. The revised price schedule is included in the Lexington Group's contract documents dated 03.24.2021.
Amendment 4 - Contract extension through 6/30/2025	As of December 14, 2023, this amendment is being issued to extend contract through June 30, 2025.
Amendment 5 - Contract extension through 6/30/2026	As of January 9, 2025, this amendment is being issued to extend contract through June 30, 2026.
Amendment 6 - Update Exhibit B Price Schedule for Wheeler Clinic	As of May 22, 2025, this amendment is being issued to adjust Wheeler Clinic, Inc Exhibit B in accordance with Section 4 (c) of the contract.
Amendment 7 - Contract extension through 06/30/2027	As of February 27, 2026, this amendment is being issued to extend contract through June 30, 2027.
Amendment 8 - Update Exhibit B Price Schedule for Behavioral Health Connecticut, LLC	As of April 8, 2026, this amendment is being issued to adjust Behavioral Health Connecticut, LLC Exhibit B in accordance with Section 4 (c) of the contract. The prices set forth in Exhibit be effective May 1, 2026, and shall remain in effect for the remainder of the contract term.

### VENDOR PERFORMANCE REVIEW - Procurated

Field Title	Field Description
Vendor Performance Review	Your feedback on supplier contract performance is important. Please write your review on

	Procurated. It only takes a minute! Procurated
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**Contract Clauses**

No Clause(s) found

**Catalog Names**

No catalog(s) found

**Document(s)**

Document Name	Upload Date
Behavioral Health Connecticut LLC.pdf	March 15, 2021
Deer Oaks EAP Services LLC.pdf	March 15, 2021
Exhibit B (BHC, LLC) Revised 04.08.2026.pdf	April 08, 2026
Guidelines for State Agencies for Usage of Contract.pdf	March 18, 2021
Multiple Supplier Contract Summary.xls	March 11, 2021
The Lexington Group Contract 03.24.2021.pdf	March 24, 2021
Wheeler Clinic Inc - Contract Documents 05.22.2025.pdf	May 22, 2025

**Administrative Document(s)**

No Documents Found

## Authorization

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State of CT - DAS Procurement	DAS Construction Services
Executive Branch	Children and Families, Dept. of
Connecticut State Library	Correction, Dept. of
Andover, Town of	Developmental Services North
Developmental Services West	Developmental Services Central
Early Childhood, Office of	Economic and Community Development
Education, Dept. of	Emergency Serv. & Public Protection
Energy & Environmental Protection	Housing, Dept. of
Insurance, Dept. of	Labor, Dept. of
Mental Health & Addiction Services	Military Department
Policy & Management, Office of	Public Health, Dept. of
Rehabilitation Services, Dept. of	Revenue Services, Dept. of
Social Services, Dept. of	Connecticut Library Consortium
Constitutional Office	Quasi Public State Agencies
DAS Property Acquisition	DAS Leasing
DAS Real Property Sales	Developmental Services, Dept. of
Developmental Services South	DDS Provider Contracts
DAS Property Management	Aging & Disability Services
Education & Services for the Blind	Agricultural Experiment Station
Agriculture, Dept. of	Auditors of Public Accounts
Charter Oak State College	Commission On Human Rights
Connecticut State University System	Consumer Council, Office of
Criminal Justice, Division of	Governmental Accountability
State Contracting Standards Board	Victim Advocate, Office of
Governor, Office of the	Higher Education, Office of
Insurance & Risk Management	Lieutenant Governor, Office of the
Medical Examiner, Office of Chief	Motor Vehicles, Dept. of
State Ethics, Office of	Capital Community College
Central Connecticut State Univ.	CT State Colleges & Universities
Eastern Connecticut State Univ.	Housatonic Community College
Quinebaug Valley Comm. College	Southern Connecticut State Univ.
Three Rivers Comm. College	University of Connecticut
UConn Health Center	Western Connecticut State Univ.
Comptroller, Office of State	Treasurer, Office of State
CT Teachers' Retirement Board	Transportation, Dept. of
DOT - Purchasing	Veterans' Affairs, Dept. of
Protection & Advocacy, Office of	Ansonia Housing Authority
Workforce Competitiveness Office Of	Gateway Community College
Manchester Community College	Middlesex Community College
Naugatuck Valley Comm. College	Northwestern CT Comm. College
Norwalk Community College	Tunxis Community College
Colleges & Universities	Secretary of the State
Connecticut Port Authority	Connecticut Lottery Corporation
Connecticut Science & Exploration	Connecticut Development Authority
Connecticut Green Bank	Regional Water Authority
Boards, Commissions and Councils	Developmental Disabilities
Connecticut Siting Council	Consumer Protection, Dept. of
CT Retirement Security Authority	Elections Enforcement Commission
Fire Prevention & Control	Firearms Permit Examiners, Board of

Freedom of Information Commission	Police Officer Standards & Training
Property Review Board	Psychiatric Security Review Board
Siting Council	State Academic Awards, Board for
State Board of Accountancy	State Marshal Commission
Workers' Compensation Commission	DAS Business Office
A-Z Corp	F8 Properties
RM Bradley	Simon Konover
Owens Services	LAZ Parking
DOT - Construction Contracts Unit	Office of the Attorney General
Legislative Branch	Not For Profits
Non-Executive Agency	Cities, Towns & Municipalities
Ansonia, City of	Ashford, Town of
Avon, Town of	Beacon Falls, Town Of
Berlin, Town of	Bethany Board of Education
Bethel, Town of	Bethany, Fire Marshall
Bethlehem, Town of	Bloomfield Public Schools
Branford, Town of	Bridgeport, City of
Bridgeport Economic Development Cor	Bridgeport Housing Authority
Bristol, City of	Brookfield, Town of
Brookfield Public Schools	Brookfield Water Pollution Control
Brooklyn Public Schools	Burlington, Town of
Canterbury Public Schools	Canton, Town of
Capital Region Development Auth.	Capitol Region Council Governments
Capitol Region Education Council	Cheshire, Town of
Chester, Town of	Clinton, Town Of
Colchester, Town of	Columbia, Town of
Coventry, Town of	Cromwell, Town of
Danbury, City of	Danbury Housing Authority
Darien, Town of	Derby, Town of
Durham, Town of	East Granby, Town of
East Haddam, Town of	East Hampton Board of Education
East Hartford, Town of	East Hartford Housing Authority
East Hartford Public Schools	East Haven, Town of
East Lyme, Public Schools	East Lyme, Town of
East Lyme, Public Works	Bethany, Town of
East Hampton, Town of	Enfield, Town of
Enfield Housing Authority	Farmington, Town of
Farmington Public Schools	Glastonbury, Town of
Glastonbury Housing Authority	Guilford, Town of
Guilford Public Schools	Hartford, City of
Hartford Energy Improvement Dist.	Greater Hartford Transit District
Hartford Housing Authority	Hartford Public School
Middletown, City of	Middletown Board of Education
Middletown Housing Authority	Norwalk, City of
Norwalk Public Schools	Norwalk Transit District
Norwich, City of	Norwich Community Development
Norwich Housing Authority	Preston, Town of
Preston Board of Education	Putnam, Town of
Putnam Board of Education	Somers, Town of
Somers Board of Education	South Windsor, Town of

South Windsor Board of Education  
Southington, Town of  
Stratford, Town of  
Suffield, Town of  
Torrington, City of  
Bridgeport Transit Authority  
Ledyard Public Schools  
Vernon Housing Authority  
Voluntown, Town of  
Waterbury, City of  
West Hartford, Town of  
Westport, Town of  
Wethersfield, Town of  
Woodbridge, Town of  
Ellington Public Schools  
Housatonic Resources Recovery Auth.  
Sherman Board of Education  
Willimantic Housing Authority  
East Windsor, Town of  
Fairfield, Town of  
Granby, Town of  
Griswold, Town of  
Groton, Town of  
Hamden, Town of  
Jewett City, Borough of  
Lebanon, Town of  
Madison, Town of  
Mansfield, Town of  
Meriden, City of  
Middlefield, Town of  
Monroe, Town of  
Morris, Town of  
New Britain, City of  
New Fairfield, Town of  
New Haven, City of  
New Milford, Town of  
Newtown, Town of  
North Haven, Town of  
Old Saybrook, Town of  
Oxford, Town of  
Plainville, Town of  
Pomfret, Town of  
Regional School District No. 1  
Regional School District No. 8  
Ridgefield, Town of  
Roxbury, Town of  
Southbury, Town of  
Stafford, Town of  
Stonington, Town of  
Thompson, Town of

South Windsor Housing Authority  
Southington Board of Education  
Stratford Housing Authority  
Suffield Public Schools  
Torrington, Public School  
Ledyard, Town of  
Vernon, Town of  
Vernon Board of Education  
Voluntown Board of Education  
Waterbury Housing Authority  
West Hartford Nutrition Services  
Westport Public Schools  
Wethersfield Housing Authority  
Woodbridge School District  
Hampton Board of Education  
Salem Board of Education  
Wallingford Housing Authority  
Winchester Public Schools  
Essex, Town of  
Franklin, Town of  
Greenwich, Town of  
Groton, City of  
Haddam, Town of  
Hebron, Town of  
Killingly, Town of  
Lyme, Town of  
Manchester, Town of  
Marlborough, Town of  
Middlebury, Town of  
Milford, City of  
Montville, Town of  
Naugatuck, Town of  
New Canaan, Town of  
New Hartford, Town of  
New London, City of  
Newington, Town of  
North Branford, Town of  
North Stonington, Town of  
Orange, Town of  
Plainfield, Town of  
Plymouth, Town of  
Portland, Town of  
Regional School District No. 14  
Regional School District No. 17  
Rocky Hill, Town of  
Simsbury, Town of  
Sprague, Town of  
Stamford, City of  
Thomaston, Town of  
Tolland, Town of

Barkhamsted, Town of  
Waterford, Town of  
Westbrook, Town of  
Windham, Town of  
Windsor, Town of  
Woodstock, Town of  
LEARN  
Metropolitan District Commission  
North East Transportation  
Northeastern CT Transit District  
Shelton Housing Authority  
Southeast Area Transit District  
CT Health and Ed. Facilities Auth.  
Connecticut Innovations  
Materials Innovation & Recycling  
CET  
CT Conference of Municipalities  
Western CT Tourism District  
Administrative Services  
State Education Resource Center  
Brooklyn, Town of  
Ellington, Town of  
Salem, Town of  
Sherman, Town of  
Winchester, Town of  
Enfield Social Services  
Middlefield Voluntary Fire Company  
Portland Public Schools  
Old Lyme, Town Of  
W. Hartford Bloomfield Health Dist.  
West Hartford Public Library  
Sharon, Town Of  
CHEFA  
Avon Recreation & Parks Department  
Oxford Public Schools  
Middlebury Public Works  
Connecticut General Assembly  
Public Health Systems and Equity  
Community Family Health and Prevent  
Plymouth Housing Authority  
Norwalk, City  
Judicial Branch  
CAFCA  
Salisbury, Town of  
Old Colony Beach Club Association  
Deep River Housing Authority  
Savin Rock Communities  
Regional School District No. 15  
CSDNB Board of Education  
Seymour, Town of

Trumbull, Town of  
West Haven, City of  
Weston, Town of  
Windsor Locks, Town of  
Wolcott, Town of  
CT Metro. Council of Governments  
CT River Valley Council of Gov.  
Naugatuck Valley Council of Gov.  
Northeastern CT Council of Gov.  
Northwest Hills Council of Gov.  
So. Central CT Regional Water Auth.  
Community Renewal Team  
CT Housing Finance Authority  
EASTCONN  
Western CT Council of Governments  
Connecticut Transit  
Connecticut Airport Authority  
Valley Association  
Health Strategy, Office of  
Bloomfield, Town of  
Canterbury, Town of  
Hampton, Town of  
Shelton, Town of  
Wallingford, Town of  
Cheshire Public Works  
Enfield Fleet Services  
New Hartford Public Schools  
Baltic Public Schools  
Madison Public Works  
West Hartford Fire Department  
Windsor Locks Public Schools  
Regional School District No. 5  
Greater New Haven Transit District  
CHESLA  
Norwalk Redevelopment Agency  
CHFA  
DPH - Communications  
DPH Facility Licensing  
Derby Public Schools  
ISAAC Charter School  
MIRA  
Probate Court Administrator, Office  
MARC, Inc. of Manchester  
Willington, Town of  
Deep River, Town of  
Groton Public Schools  
Regional School District No. 12  
Cheshire Public Schools  
First District Water Dept., Norwalk  
Connecticut Paid Leave Authority

Canton Public Schools  
Bolton, Town of  
Banking, Dept. of  
United Community & Family Services  
Derby Public Library  
Shelton Economic Development Corp.  
Watertown, Town of  
Willington Public Works Dept  
New Haven Parking Authority  
Easton, Redding & Region 9 Schools  
Winsted Water Works  
South Cntrl Regional Council of Gov  
Middletown South Fire District  
Estuary Transit District  
Litchfield, Town of  
DOT - Maintenance  
Capital Workforce Partners  
DPH - Newborn Screening  
Kent, Town of  
OCPD Assigned Counsel Unit  
Healthcare Advocate, Office of the  
Regional School District No. 18  
Achievement First  
Colebrook School  
Hamden Housing Authority  
Seymour Housing Authority  
Capital for Change  
Plainfield Public Schools  
Lebanon Public Schools  
Groton Housing Authority  
North Haven Housing Authority  
Journey Home  
Barnum Museum, The  
North Stonington Public Schools  
Greenwich Public Schools  
Milford Redevmt & Hsng Ptnrshp MRHP  
Community Builders Inc, The  
Ledge Light Health District  
Five Points Arts  
New Beginnings Family Academy  
DOT - Planning  
Morris Housing Authority  
Torrington Housing Authority  
Windham Region Transit District  
Goodwin University  
Manchester Housing Authority  
Rocky Hill Housing Authority  
Weston Public Schools  
East Haven Public Schools  
Essex Library Association

Eastern Regional Tourism District  
Bolton Board of Education  
Cromwell Public Schools  
The Child & Family Guidance Center  
Easton, Town of  
TEAM Inc.  
Access Health CT  
Wolcott Board of Education  
Area Coop Ed. Services (ACES)  
Southeastern CT Council of Gov  
Windham Public Schools  
Regional School District No. 13  
Beth-El Center  
Prospect, Town of  
Litchfield Public Works Department  
Public Health Preparedness & L H A  
CTECS  
Somers Public Schools  
Public Defender Services, Division  
Litchfield Housing Authority  
Norwich Free Academy  
Stratford Public Schools  
Colebrook, Town of  
Killingly Public Schools  
Monroe Public Schools  
Wethersfield Public Schools  
Naugatuck Public Schools  
DOT - Rail, Office of  
Woodbury, Town of  
Thomaston Public Schools  
Stamford Public Schools  
Newington Public Schools  
Ridgefield Public Schools  
New Milford Board of Education  
Freeman Center, The  
New Opportunities Inc  
Sterling, Town of  
Thompson Housing Authority  
Branford Public Schools  
Portland Housing Authority  
Litchfield County Housing Opporntny  
Wilton, Town of  
Mutual Housing Assoc. Greater Htfd  
East Granby Public Schools  
North Branford Board of Education  
Enfield Public Schools  
Cooperative Educational Service CES  
Mark Twain House and Museum, The  
Workforce Strategy, Office of  
Scotland, Town of

DPH Enviro Health & Drinking Water  
 Public Health Workforce Development  
 Regional School District No. 10  
 Harriet Beecher Stowe Center  
 Elm City Montessori School  
 Griffin Hospital  
 Stamford Museum & Nature Center  
 Watertown Board of Education  
 Perception Programs  
 Windham Region No Freeze Project  
 Prospect Fire Department  
 CT Institute for the Blind Oak Hill  
 Boys & Girls Club of Greenwich  
 Bridges Healthcare Inc  
 Integrated Day Charter School  
 Regional School District No. 4  
 Montville Housing Authority  
 Greater Dwight Development Corp  
 Harwinton, Town of  
 CSDE - Child Nutrition  
 New London Housing Authority  
 Coventry Housing Authority  
 YWCA Hartford Region  
 Stamford Urban Redevelopment Commis  
 Montville Board of Education  
 New London Homeless Hospitality Cen  
 Killingworth, Town of  
 East Windsor Public Schools  
 Goodwin Univ Magnet Educational Svs  
 Naugatuck Housing Authority  
 Winchester Housing Authority  
 OSC Procurement  
 DOT - Engineering & Construction  
 Family Centers Inc.  
 Mercy Housing and Shelter Corp  
 Connecticut Public Broadcasting  
 Ascentria Care Alliance  
 Berlin Housing Authority  
 Boys & Girls Village  
 CT Institute - Refugees & Immigrant  
 Christian Community Action  
 Generations Family Health Center  
 Goshen Housing Trust  
 Licia & Mason Beekley Library  
 Regional Refuse Disposal District 1  
 Marlborough School District  
 Goodspeed Opera House Foundation  
 CT Audubon Society  
 Thompson Ecumenical Empowerment Grp  
 Regional School District No. 7  
 Griswold Housing Authority  
 Thames River Community Service Inc  
 Stafford Public Schools  
 Regional School District No. 16  
 Kent Library Association  
 Pomfret Community School  
 CT Housing Partners  
 MDA - MIRA Dissolution Authority  
 Ashford Housing Authority  
 New Reach Inc.  
 Community Solutions Inc  
 West Hartford Housing Authority  
 Redding, Town of  
 Sheldon Oak Central Inc  
 Elderly Housing Management Inc  
 Southeastern Ct Water Authority  
 New Samaritan Parkville  
 Southington Housing Authority  
 Windsor Housing Authority  
 Housing Authority  
 Estuary Council of Seniors Inc  
 CJIS-CT  
 Woodstock Public Schools  
 Bridgewater, Town of  
 DEEP - COUNCIL SOIL WATER CONSERVAT  
 Naugatuck Valley Health District  
 Preston Parks & Recreation  
 DPH Firearm Injury Prevention  
 North Central Conservation District  
 Bethel Housing Authority  
 Bristol Housing Authority  
 Derby Water Pollution Control Auth  
 ConnCORP LLC  
 TEEG  
 Elm City Communities - Housing Auth  
 Colchester Board of Education  
 Lutheran Services Association  
 Charter Oak Cultural Center  
 DAS Commissioner, Office of  
 Middlesex County Chamber Commerce  
 Quinebaug Valley Emergency Communic  
 Gan Yeladim of Stamford  
 Southeastern Ct Region Res Rec Auth  
 Orange Volunteer Fire Association  
 Preston Housing Authority  
 East Windsor WPCA  
 Lake Bunggee Tax District  
 Community Health Center Assoc of CT  
 Wellmore Inc  
 Greater NH Water Pollution Ctrl Aut

Danbury Public Schools  
North Haven Public Schools  
Clifford Beers Community Care Cntr  
Eastern Connecticut Conservation D  
James Blackstone Memorial Library  
Connection Fund Inc, The  
Bozrah Board of Education  
NEST  
Mattatuck Museum  
Winchester Department Public Works  
Charter Oak Communities  
Clinton Public Schools  
Keystone House  
Northwestern CT Transit District  
Chaplin, Town of  
DOT - Rights of Way  
SoundWaters Inc  
Local Initiatives Support (LISC)  
Lisbon Board of Education  
Real Art Ways Inc  
Sharon Housing Trust  
Madison Public Schools  
Options Unlimited Inc  
New Britain Housing Authority  
InterCommunity Inc  
Nutmeg Buying Group  
Reliance Health  
Ansonia Public Schools  
Wilton Board of Education  
Clay Arsenal Community Development  
CT Institute For Communities

Hartford Public Library  
Granby Public Schools  
New Colony Development Corporation  
Music Mountain  
Cornwall, Town of  
Bozrah, Town of  
Bethel Board of Education  
Science Park Development Corp  
DOT - Deputy Commr Transit Oriented  
Jewett City Dept Public Utilities  
Connecticut Air & Space Center  
Family & Children's Aid  
Ball & Socket Arts  
Charter Oak Health Center  
Westport Country Playhouse  
Center for Family Justice, The  
Riverfront Recapture Inc  
Lisbon, Town of  
Fellowship Place Inc  
Coventry Board of Education  
Downtown Evening Soup Kitchen  
Ashford Board of Education  
DECD - Social Equity Council  
Health Collective, The - HGLHC  
North Family Life Center  
DEEP - Engineering Unit  
Connecticut Municipal Develop Auth  
Pomperaug River Watershed Coalition  
DESPP - Facilities Management  
West Haven Community House Assoc  
Wood Memorial Library & Museum





## Employee Assistance Program Rate & Service Summary

### City of Bridgeport

Capitated Cost Per Employee Per Month by Organizational Size

# of Covered Individuals	3 Session Assessment & Referral Model	6 Session Assessment & Referral Model	8 Session Assessment & Referral Model
4,200 Employees	\$1.06	\$1.24	\$1.75

**3 or 6 Counseling Sessions per employee for each presenting problem**

**Critical Incident Management** free first 2 hours, additional time at \$345 / hour

**Unlimited Clinical Services – Included for no Additional Cost:**

- ◆ EAP Leadership Training
- ◆ EAP Orientations & Promotional Materials
- ◆ Full access to online services at [www.the-lexington-group.com](http://www.the-lexington-group.com)
- ◆ Full access to the same service for household family members

**Life Care Assessment and Referral Services – Included for No Additional Cost**

- ◆ Legal
- ◆ Financial
- ◆ Child Care
- ◆ Elder Care

**Optional Services**

- ◆ Positive Lifestyle & Stress Management Workshops - \$400 / hour
- ◆ Substance Abuse Professional Evaluations for Safety Sensitive Positions - \$400 / hour
- ◆ Fitness for Duty Psychological Evaluations & Testing - \$400 / hour

**8 Session Assessment & Referral Model: Available for agencies with 1000+ employees**

- ◆ 8 Counseling Sessions per employee for each presenting problem
- ◆ Unlimited Clinical Services – **Included**
- ◆ Life Care Assessment and Referral Services - **Included**
- ◆ Critical Incident Management – **Included**
- ◆ Substance Abuse Professional Evaluations for Safety Sensitive Positions - **Included**
- ◆ Fitness for Duty Psychological Evaluations & Testing – **First hour included, additional time \$400 / hour**
- ◆ Positive Lifestyle & Stress Management Workshops - **\$400 / hour**



*Employee Assistance  
Programs since 2000.*

*A CT DAS Certified  
Woman Owned Enterprise.*

# The Lexington Group, Inc.

# What WE DO

We assist employees suffering from unresolved problems to return to full productivity. Issues range from personal difficulties to complex human issues in the workplace



## Confidential

Our counseling referral services are completely confidential and voluntary



## Personal

Assists your employees and household family members with any personal concern or incident



## Dependable

Consultation and referral services to help resolve any personal and/or workplace issues



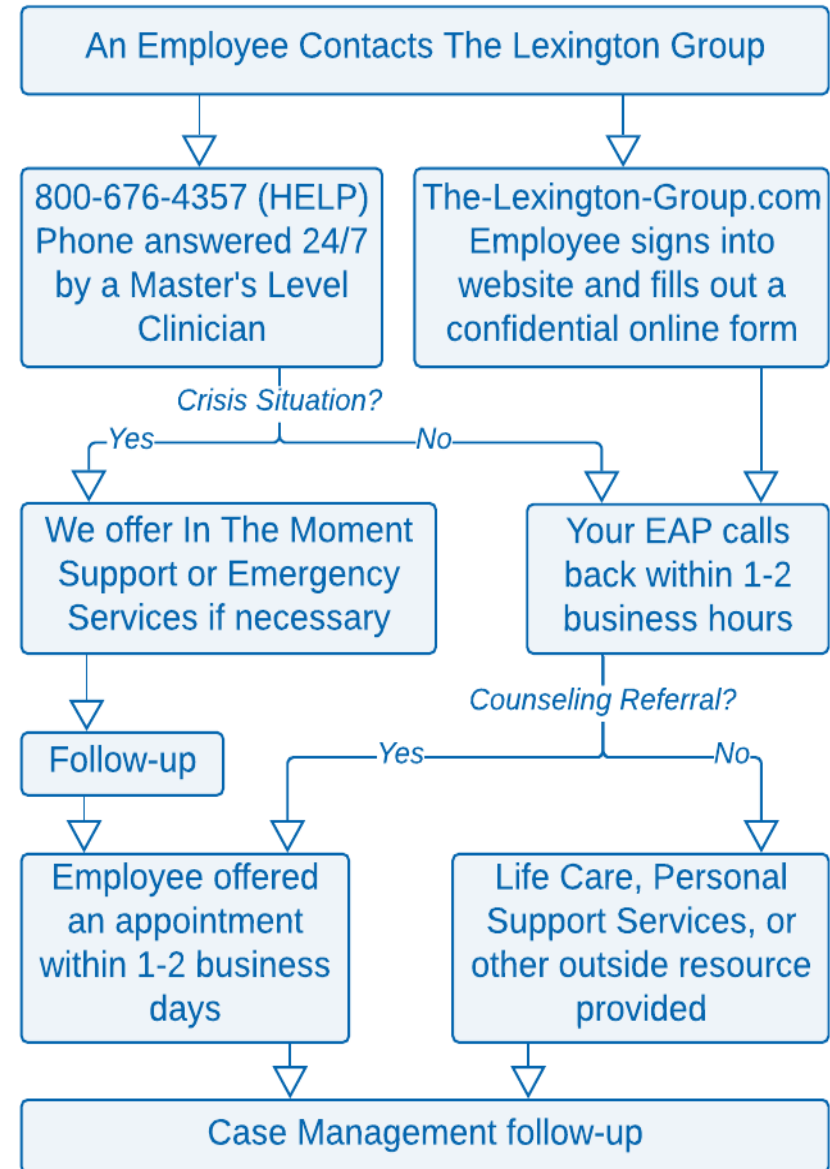
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*How*  
*WE DO IT*

*Providing immediate, local,  
personalized care while building  
trust through strict confidentiality*

# The Process

Our EAP Process begins with an employee contacting The Lexington Group...



# *Confidentiality*

EXCEPTIONS BY LAW:

Child Abuse or Neglect

Immediate Risk of Suicide or Homicide

# Company Structure



## CT Business Offices:

Customer Service,  
Case Management,  
Program Management  
1-800-571-0197



## Clinical Intake Unit:

National Toll-Free  
HelpLine answered by  
Master's Level  
Counselors  
1-800-676-HELP (4357)



## Clinical Network:

1,000+ Clinical Service  
Sites Providing In person  
and Online Counseling  
350+ CT Based Clinicians

# *Counseling Options*



Face-to-Face



Online

Counselors Take Employee's Insurance

# *Life Care*

This specialty referral service is available to employees and their household family members.



## Legal

Referral includes an initial free consultation



## Financial

Investment Planning to Bankruptcy



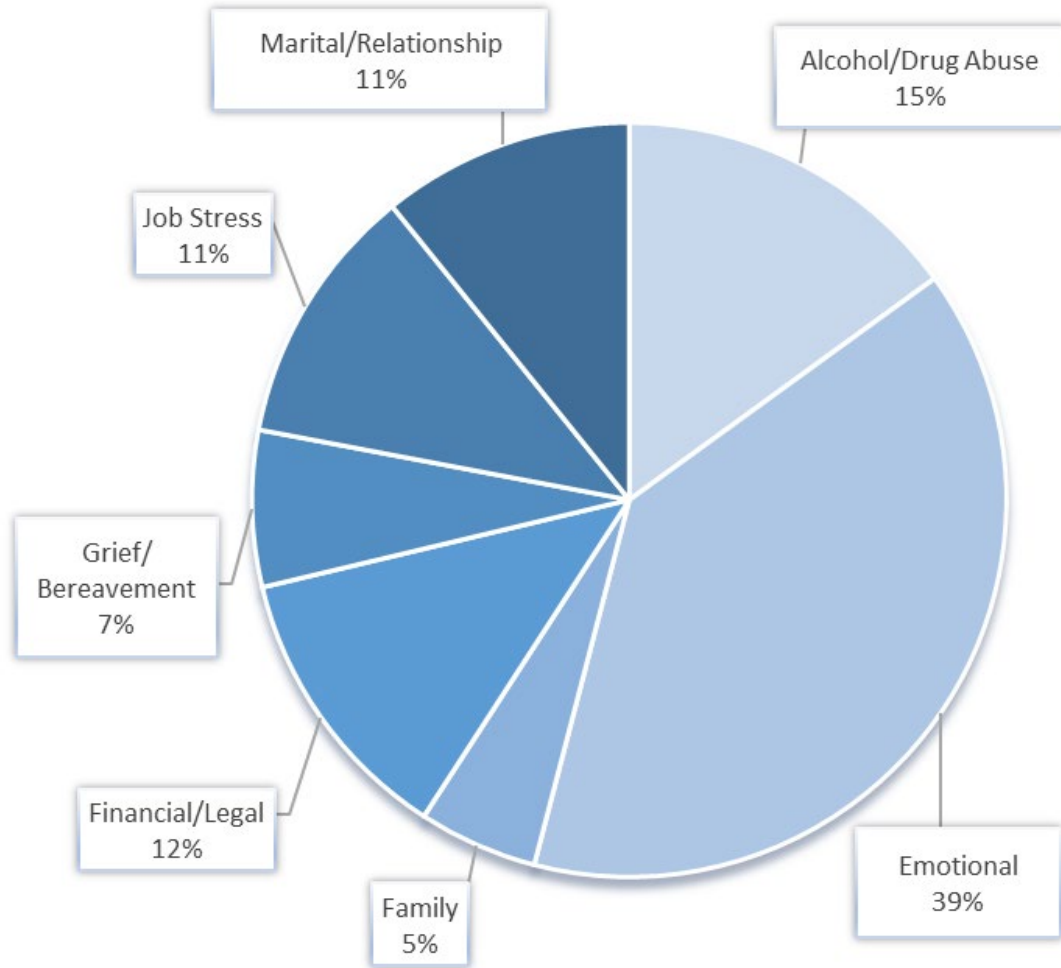
## Child Care

Trusted and Reliable Caregivers



## Elder Care

Where to begin. Assessments to Home Health Care



Average Annual Percentage

## *Counseling sessions available per personal problem*



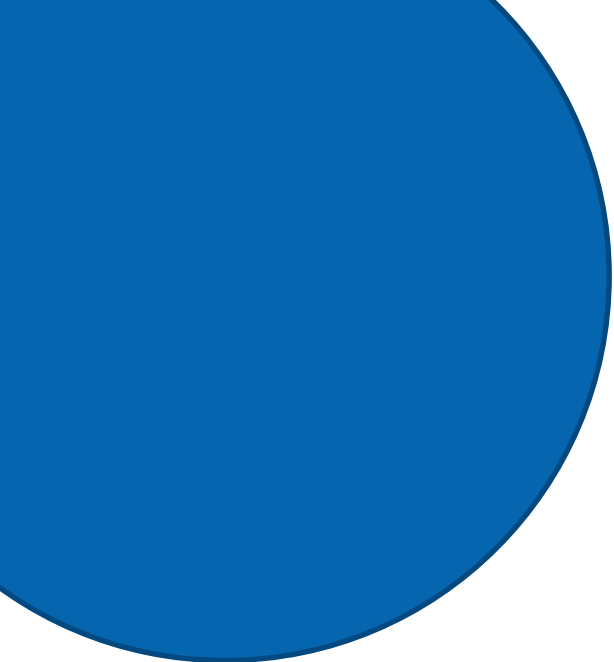
We coordinate with the insurance carriers of our clients so they can continue counseling with the same provider.

# *Critical*

## INCIDENTS:

- Major Accident
  - Serious Illnesses
  - Threats of violence
  - Death of an employee
  - Onsite Support
  - Critical Incident Stress Management
  - Group Debriefings
  - Follow-up Counseling Referrals
- \* First 2 hours included per incident*





*Substance  
Abuse  
Professional  
Services*

# *Substance Abuse Services*

We provide avenues for assistance to keep your workplace safe.



Counseling



Substance Abuse Evaluations and Recommendations



Connection and Referral to local support and programs



Managerial Consultation on how to refer employees

# *Evaluation*

## AND TESTING:



A covered employee who has violated drug/alcohol policies or refused to comply *cannot* perform safety-sensitive functions.

In addition, the employee may be subject to evaluation by a SAP to determine if they need assistance in resolving problems related to drugs.

# *Testing Categories*

FOR EMPLOYEES:

Random

Post-Accident

Reasonable Suspicion

Follow Up



\*Terminated employees and pre-employment tests are not covered



# *Five Basic Steps*

1

Remove from  
Duty

2

Refer to  
Lexington

3

Initial SAP  
Assessment

4

Treatment

5

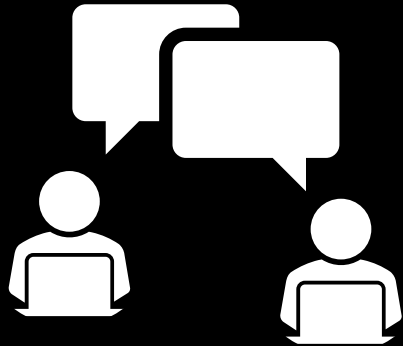
SAP Follow Up &  
Return to Work



# *Making an EAP Referral*

*Help is available  
to everyone*

# *Referral Options*



## Mandatory

- ✓ Complete our form
- ✓ Speak to employee
- ✓ Sign a release form

## Voluntary

- ✓ Speak to employee
- ✓ Encourage them to call our clinical intake line for support  
800-676-4357
- ✓ Go online to request support

# *Additional Services*

Resources That Make a Difference.



Quarterly  
Newsletters



Utilization  
Reports



Workshops &  
Trainings



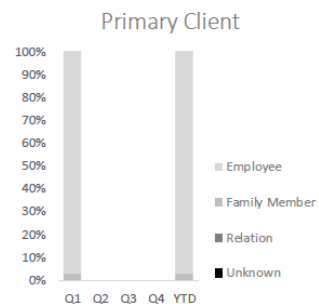
Fitness for Duty  
Evaluations

# Utilization Reports

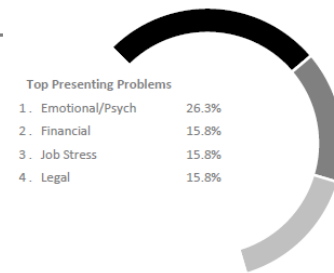
Utilization reports provided quarterly

## Activity Analysis

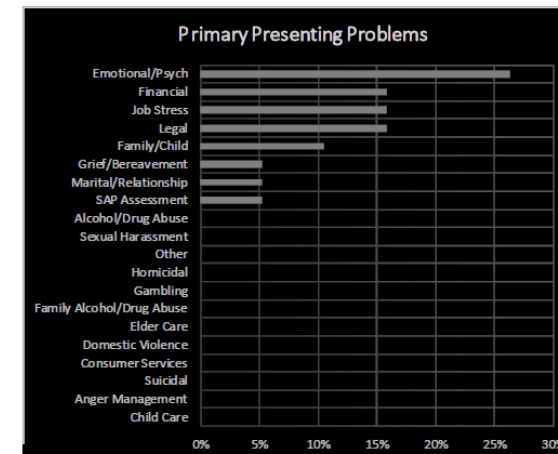
City of Bridgeport  
4200 employees  
Quarter 1 2026



Utilization	Q1	Year
Cases Opened	60	60
<b>Case Management</b>		
Client Activity	113	113
Management Contact	22	22
Management Consultation	3	0
Critical Incidents	0	0
Crisis Interventions	1	0
Cases Closed	16	16
Quarterly Utilization	5%	



Presenting Problem	Q1	Q2	Q3	Q4	Year
Emotional/Psych	26.3%				26.3%
Job Stress	15.8%				15.8%
Financial	15.8%				15.8%
Legal	15.8%				15.8%
Family/Child	10.5%				10.5%
Grief/Bereavement	5.3%				5.3%
Marital/Relationship	5.3%				5.3%
SAP Assessment	5.3%				5.3%
Other	0.0%				0.0%
Sexual Harassment	0.0%				0.0%
Homicidal	0.0%				0.0%
Anger Management	0.0%				0.0%
Alcohol/Drug Abuse	0.0%				0.0%
Consumer Services	0.0%				0.0%
Suicidal	0.0%				0.0%
Elder Care	0.0%				0.0%
Domestic Violence	0.0%				0.0%
Child Care	0.0%				0.0%





# *Trainings*

We offer a complete catalog of professional & personal wellbeing trainings

Professional Wellbeing	●
Personal Wellbeing	●
Mental Wellbeing	●
Physical Wellbeing	●
Parental + Caregiver Wellbeing	●
Relationship Wellbeing Financial	●
Wellbeing Mindfulness	●
Leadership Training	●
Workplace Essentials / Compliance	●



# *First Responders*

*Mental Health Challenges*

# *Unique Mental Health Challenges for First Responders*

*Police officers, firefighters, EMTs, dispatchers, corrections officers, and other first responders face mental health stressors that are significantly different from those experienced in many other professions. Their work often involves repeated exposure to trauma, life-threatening situations, human suffering, public scrutiny, and high-pressure decision-making.*

## **Repeated Trauma Exposure**

First responders are routinely exposed to:

- Fatal accidents
- Violence and homicide scenes
- Child abuse or neglect cases
- Suicides
- Mass casualty events
- Burn injuries and medical emergencies

## **Cumulative Trauma**

Repeated exposure compounds emotional stress and can lead to:

- PTSD
- Anxiety
- Depression
- Emotional numbness
- Hypervigilance

# *Unique Mental Health Challenges for First Responders*

*Police officers, firefighters, EMTs, dispatchers, corrections officers, and other first responders face mental health stressors that are significantly different from those experienced in many other professions. Their work often involves repeated exposure to trauma, life-threatening situations, human suffering, public scrutiny, and high-pressure decision-making.*

## **Chronic Stress and Burnout**

Shift work, mandatory overtime, understaffing, sleep disruption, and constant operational readiness contribute to:

- Exhaustion
- Irritability
- Compassion fatigue
- Cognitive overload
- Burnout

## **Suicide Risk**

Police officers and firefighters experience elevated suicide risk compared to the general population. Contributing factors may include:

- Trauma accumulation
- Access to lethal means
- Isolation
- Untreated depression/PTSD
- Fear of professional consequences for seeking help

# *How Can The Lexington Group Help?*

*An Employee Assistance Program (EAP) can be highly effective when it is designed specifically for public safety culture and trauma exposure.*

## **Trauma-Informed and Culturally Competent Clinicians**


First responders are often more receptive when clinicians understand the realities of the job. We use providers trained in:

- First responder culture
- PTSD and trauma treatment
- Critical incident stress
- Moral injury
- Peer Support dynamics

## **Confidential Counseling Access**

Confidentiality is especially critical for first responders who fear stigma or career repercussions. We provide short-term, confidential counseling for:

- Trauma
- Anxiety & Depression
- Marital/Family issues
- Substance Abuse
- Occupational Stress
- Grief & Loss



# *Municipal & Educational*

*Mental Health Challenges*

# *Unique Mental Health Challenges for Municipal & Educational Districts*

*Municipalities and educational districts face a unique combination of workforce, operational, and community-related mental health challenges that differ from those in traditional corporate environments. Employees are often serving the public in emotionally demanding roles while managing increasing workloads, staffing shortages, public scrutiny, and crisis response responsibilities.*

## **Municipal Workforce Challenges**

### **Public-Facing Stress and Conflict**

Municipal employees frequently interact with residents during stressful or emotionally charged situations involving:

- Public complaints
- Housing or financial hardships
- Safety concerns
- Community crises
- Permit or enforcement disputes

### **Burnout and Staffing Shortages**

Municipalities often face:

- Budget constraints
- Increased service demands
- Understaffing
- Mandatory overtime
- Difficulty recruiting and retaining employees

# *Unique Mental Health Challenges for Municipal & Educational Districts*

*Municipalities and educational districts face a unique combination of workforce, operational, and community-related mental health challenges that differ from those in traditional corporate environments. Employees are often serving the public in emotionally demanding roles while managing increasing workloads, staffing shortages, public scrutiny, and crisis response responsibilities.*

## **Educational District Challenges**

### **Educator Burnout**

Teachers and school staff are facing unprecedented levels of:

- Emotional exhaustion
- Compassion fatigue
- Work overload
- Behavioral management stress
- Administrative pressure

### **Work-Life Imbalance**

Educational staff frequently work beyond contract hours through:

- Lesson planning
- Parent communication
- Administrative requirements
- Extracurricular responsibilities

*Many educators report feeling overwhelmed by increasing expectations both inside and outside the classroom. Educators and support staff often serve as emotional supports for students and families while neglecting their own wellbeing.*

# *How Can The Lexington Group Help?*

*For municipalities and educational districts, mental health support is no longer simply a wellness initiative, it's a workforce sustainability strategy.*

## **Why Mental Health Support Matters**

The Lexington Group EAP becomes more than a counseling resource; it becomes a strategic wellness partner that helps your organization:

- Reduce burnout and absenteeism
- Improve employee resilience
- Support healthier workplace cultures
- Address crisis situations effectively
- Strengthen retention and morale
- Promote long-term workforce wellbeing

For municipalities and educational districts, investing in employee mental health directly impacts the quality of service provided to residents, students, families, and the broader community. We will play a critical role in helping the city and the board of education address the growing mental health and wellness challenges facing your employees by providing confidential support, proactive resources, and crisis response. We will proudly help your organization build healthier, more resilient workplaces while improving employee retention and morale.

Healthy employees build stronger communities.

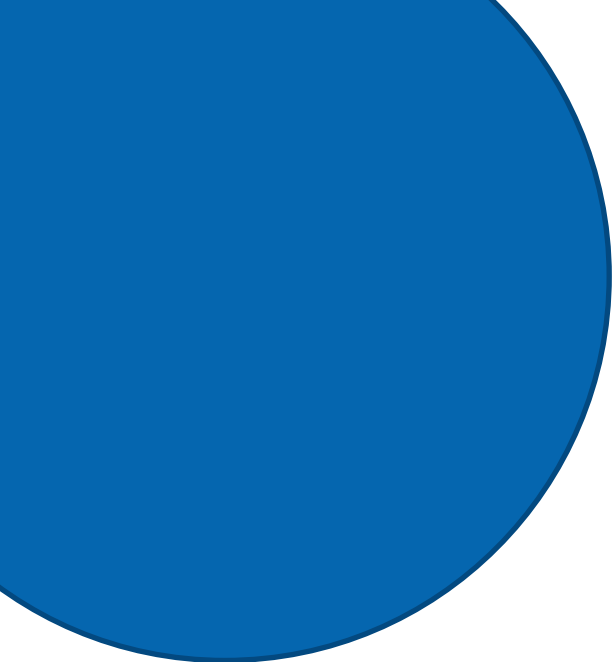
# *Why choose The Lexington Group EAP?*

**Reliable. Proven. Ready.**

---

## **Supporting Those Who Serve Our Communities**

We deliver responsive, specialized behavioral health support to those who protect, serve, and educate our communities. Our goal is simple, to make sure the people who serve your community have the support they need, exactly when they need it. When your people are supported, they can continue doing their jobs at the highest level and that's where we come in.



**A Proven, Trusted Partner in  
Behavioral Health Support**

*Stability*  
*Visibility*  
*Capability*  
*Dedication*

# *Stability*



Proven Stability You Can Rely On

- ✓ 26+ years registered with the Connecticut Secretary of State
- ✓ 26 year continuous partnership with CT Department of Administrative Services (DAS)
- ✓ Pre-negotiated, competitive pricing. No RFP required
- ✓ Simple procurement: issue a purchase order and begin services for fast and streamlined onboarding

# *Visibility*



Local Presence. Immediate Response.

- ✓ Connecticut-based with local ownership and leadership
- ✓ Responsive, on-site support when needed
- ✓ Available for critical incidents, health fairs, and staff engagement events
- ✓ Flexible and accessible partner
- ✓ Certified Small Woman Owned Business

# Capability



Specialized Expertise That Delivers Results

- ✓ Network of 350+ Connecticut-licensed clinicians
- ✓ Specialized expertise in public safety (police, fire, first responders)
- ✓ Strong support for educational environments
- ✓ Same-day, personalized clinical referrals
- ✓ Insurance-compatible providers for continuity of care
- ✓ Experience supporting your demographics:
  - 25+ School Districts & Universities
  - 13 First Responders (Police, Fire, EMS)
  - 10+ Municipal Districts (City, Town)
  - 20+ Public Safety (DOT, Transit Districts, Airports)

# *Dedication*



Dedicated Partnership, Not Just a Vendor

- ✓ Dedicated Program Manager as your direct point of contact
- ✓ Ongoing support and problem-solving partnership
- ✓ Extensive experience with municipalities, school districts, and universities
- ✓ Proven ability to support complex, multi-department organizations

# Cost of Services

Completive, pre-negotiated pricing



The Lexington Group, Inc.

Employee Assistance Program  
A Woman Owned Enterprise



## Employee Assistance Program Rate & Service Summary

City of Bridgeport

Capitated Cost Per Employee Per Month by Organizational Size

# of Covered Individuals	3 Session Assessment & Referral Model	6 Session Assessment & Referral Model	8 Session Assessment & Referral Model
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- ◆ Full access to the same service for household family members

**Life Care Assessment and Referral Services – Included for No Additional Cost**

- ◆ Legal
- ◆ Financial
- ◆ Child Care
- ◆ Elder Care

**Optional Services**

- ◆ Positive Lifestyle & Stress Management Workshops - \$400 / hour
- ◆ Substance Abuse Professional Evaluations for Safety Sensitive Positions - \$400 / hour
- ◆ Fitness for Duty Psychological Evaluations & Testing - \$400 / hour

**8 Session Assessment & Referral Model: Available for agencies with 1000+ employees**

- ◆ 8 Counseling Sessions per employee for each presenting problem
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- ◆ Life Care Assessment and Referral Services - **Included**
- ◆ Critical Incident Management – **Included**
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- ◆ Fitness for Duty Psychological Evaluations & Testing – **First hour included, additional time \$400 / hour**
- ◆ Positive Lifestyle & Stress Management Workshops - **\$400 / hour**



## *In Summary*

The Lexington Group,  
Employee Assistance  
Program is...

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**A *CONFIDENTIAL* service *FREE* to your employees and their family members.**  
**The Lexington Group is *AVAILABLE 24/7* with help for any personal problem.**

We look forward to partnering with you to deliver responsive, specialized support for your personnel, educators, and community in the City of Bridgeport!





## **Management Referral Themes (Performance-Based / Release Required)**

### **Emotional Control & Workplace Behavior**

- ◆ Repeated emotional outbursts impacting the workplace
- ◆ Inappropriate anger or hostility toward others
- ◆ Difficulty regulating emotions resulting in workplace disruptions
- ◆ Verbal confrontations or escalating conflict
- ◆ Impulsive or reactive behavior affecting job performance

### **Attendance & Reliability Issues**

- ◆ Chronic absenteeism or tardiness despite corrective action
- ◆ Pattern of unscheduled absences affecting operations
- ◆ Excessive use of sick time without improvement
- ◆ Failure to report to work as scheduled
- ◆ Attendance issues jeopardizing coverage, safety, or productivity

### **Decline in Job Performance**

- ◆ Noticeable deterioration in work quality
- ◆ Repeated errors or mistakes
- ◆ Missed deadlines or incomplete assignments
- ◆ Difficulty maintaining productivity standards
- ◆ Inability to meet essential job functions

### **Interpersonal & Conduct Concerns**

- ◆ Ongoing conflict with coworkers or supervisors
- ◆ Inappropriate workplace communication or tone
- ◆ Failure to respond appropriately to supervision
- ◆ Boundary violations impacting team functioning
- ◆ Complaints related to behavior or professionalism



### **Concentration, Judgment & Decision-Making**

- ◆ Difficulty concentrating affecting work accuracy
- ◆ Poor judgment impacting safety or operations
- ◆ Inability to focus on tasks
- ◆ Disorganized or confused behavior affecting performance
- ◆ Reduced problem-solving capacity

### **Suspected Substance-Related Impairment (Performance-Based)**

- ◆ Observable impairment impacting job performance
- ◆ Repeated hangover-like symptoms affecting work
- ◆ Odor of alcohol or signs of possible substance use on duty
- ◆ Increased errors or safety concerns related to possible impairment
- ◆ Failure to meet job expectations due to suspected substance use  
*(Note: Observational language only — no diagnosis)*

### **Safety-Sensitive Performance Issues**

- ◆ Increased workplace accidents or near misses
- ◆ Failure to follow safety procedures
- ◆ Unsafe behavior linked to stress, emotional instability, or impairment
- ◆ Risk-taking behavior affecting self or others

### **Failure to Respond to Corrective Action**

- ◆ Continued performance or conduct issues despite coaching
- ◆ Lack of improvement following prior warnings
- ◆ Repeated policy violations related to behavior or performance
- ◆ Inability to sustain improvement over time

### **Workplace Stress Reaching a Performance Threshold**

- ◆ Stress-related behavior interfering with job duties
- ◆ Emotional overwhelm affecting reliability or productivity
- ◆ Difficulty coping with workload resulting in performance decline
- ◆ Stress reactions causing disruptions or errors



## **Fitness for Duty Psychological Evaluations**

Fitness for Duty evaluations are used only when there is a legitimate psychological concern that may impact an employee's ability to work safely and effectively. They are not routine or unlimited assessments. The purpose of a psychological Fitness for Duty evaluation is conducted to determine whether an employee is psychologically able to safely perform their job duties, and if so, whether any temporary work restrictions or follow-up supports are recommended. Fitness for Duty evaluations are not disciplinary and are not used for performance management.

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### **When is a Fitness for Duty Evaluation Appropriate?**

Fitness for Duty evaluations are not automatic and not used for general stress, routine mental health care, or ongoing therapy needs. Fitness for Duty evaluations may be requested only when there is a reasonable, job-related concern, such as:

- ◆ Statements or behaviors suggesting suicidal ideation or self-harm
- ◆ Significant emotional distress that may impair judgment or safety
- ◆ Behavior raising concern for the safety of the employee or others
- ◆ A psychological event requiring clearance before returning to work

### **Scope & Frequency**

- ◆ Fitness for Duty evaluations are limited to situations where they are clinically and psychologically necessary
- ◆ They are restricted to one evaluation per individual per year, unless there is a new, distinct psychological concern
- ◆ They are not an ongoing or unlimited service
- ◆ Continued treatment or therapy, if needed, occurs outside of the Fitness for Duty process

## **What the Fitness for Duty Evaluation Determines**

The evaluating psychologist will assess whether the employee is:

- ◆ Fit for duty
- ◆ Fit for duty with recommendations or temporary restrictions
- ◆ Not fit for duty at this time, with guidance on next steps

Upon completion of the Fitness for Duty evaluation, the employer receives only a fitness determination and work-related recommendations, not clinical details or diagnoses.

## **Plain Language Explanation of Fitness for Duty for Employees**

“If an employee experiences a serious psychological concern, such as suicidal thoughts, we may require a Fitness for Duty evaluation to ensure they can safely return to work. This is not a punishment and it’s not ongoing therapy. This evaluation determines safety and readiness to work.”

## **What does The Lexington Group, Inc. cover?**

- ◆ 3 or 6 session EAP model – \$400 / hour
- ◆ 8 session EAP model – First hour of evaluation included. Any additional evaluation time necessary will cost \$400 / hour, per employee, per year.
- ◆ Pre-employment Fitness for Duty evaluations are not covered
- ◆ A complete FFD evaluation typically takes up to four hours

# Request for Taxpayer Identification Number and Certification

Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

**Give form to the  
requester. Do not  
send to the IRS.**

**Before you begin.** For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

<b>Print or type.</b>  <b>See Specific Instructions on page 3.</b>	<b>1</b>	Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)		
	<b>2</b>	Business name/disregarded entity name, if different from above.		
	<b>3a</b>	Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only <b>one</b> of the following seven boxes.  <input type="checkbox"/> Individual/sole proprietor <input type="checkbox"/> C corporation <input type="checkbox"/> S corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate  <input type="checkbox"/> LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) _____ <b>Note:</b> Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.  <input type="checkbox"/> Other (see instructions) _____	<b>4</b> Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):  Exempt payee code (if any) _____  Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____  <i>(Applies to accounts maintained outside the United States.)</i>	
	<b>3b</b>	If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . <input type="checkbox"/>		
	<b>5</b>	Address (number, street, and apt. or suite no.). See instructions.	Requester's name and address (optional)	
	<b>6</b>	City, state, and ZIP code		
	<b>7</b>	List account number(s) here (optional)		

<b>Part I Taxpayer Identification Number (TIN)</b>																																																																							
Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> , later.	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="10" style="text-align: center;"><b>Social security number</b></td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="2" style="text-align: center;">-</td> <td colspan="4"></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>or</b></td> </tr> <tr> <td colspan="10" style="text-align: center;"><b>Employer identification number</b></td> </tr> <tr> <td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td><td style="width: 30px;"> </td> </tr> <tr> <td colspan="4" style="text-align: center;">-</td> <td colspan="6"></td> </tr> </table>	<b>Social security number</b>																				-				-						<b>or</b>										<b>Employer identification number</b>																				-									
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<b>Note:</b> If the account is in more than one name, see the instructions for line 1. See also <i>What Name and Number To Give the Requester</i> for guidelines on whose number to enter.																																																																							

<b>Part II Certification</b>	
Under penalties of perjury, I certify that:	
1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and 2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and 3. I am a U.S. citizen or other U.S. person (defined below); and 4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.	
<b>Certification instructions.</b> You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.	

<b>Sign Here</b>	Signature of U.S. person <i>Nina Ball</i>	Date <i>5/14/2026</i>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

must obtain your correct taxpayer identification number (TIN), which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid).
- Form 1099-DIV (dividends, including those from stocks or mutual funds).
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds).
- Form 1099-NEC (nonemployee compensation).
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers).
- Form 1099-S (proceeds from real estate transactions).
- Form 1099-K (merchant card and third-party network transactions).
- Form 1098 (home mortgage interest), 1098-E (student loan interest), and 1098-T (tuition).
- Form 1099-C (canceled debt).
- Form 1099-A (acquisition or abandonment of secured property).

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

**Caution:** If you don't return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

**By signing the filled-out form**, you:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued);
2. Certify that you are not subject to backup withholding; or
3. Claim exemption from backup withholding if you are a U.S. exempt payee; and
4. Certify to your non-foreign status for purposes of withholding under chapter 3 or 4 of the Code (if applicable); and
5. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting is correct. See *What Is FATCA Reporting*, later, for further information.

**Note:** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien;
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States;
- An estate (other than a foreign estate); or
- A domestic trust (as defined in Regulations section 301.7701-7).

**Establishing U.S. status for purposes of chapter 3 and chapter 4 withholding.** Payments made to foreign persons, including certain distributions, allocations of income, or transfers of sales proceeds, may be subject to withholding under chapter 3 or chapter 4 of the Code (sections 1441–1474). Under those rules, if a Form W-9 or other certification of non-foreign status has not been received, a withholding agent, transferee, or partnership (payor) generally applies presumption rules that may require the payor to withhold applicable tax from the recipient, owner, transferor, or partner (payee). See Pub. 515, *Withholding of Tax on Nonresident Aliens and Foreign Entities*.

The following persons must provide Form W-9 to the payor for purposes of establishing its non-foreign status.

- In the case of a disregarded entity with a U.S. owner, the U.S. owner of the disregarded entity and not the disregarded entity.
- In the case of a grantor trust with a U.S. grantor or other U.S. owner, generally, the U.S. grantor or other U.S. owner of the grantor trust and not the grantor trust.
- In the case of a U.S. trust (other than a grantor trust), the U.S. trust and not the beneficiaries of the trust.

See Pub. 515 for more information on providing a Form W-9 or a certification of non-foreign status to avoid withholding.

**Foreign person.** If you are a foreign person or the U.S. branch of a foreign bank that has elected to be treated as a U.S. person (under Regulations section 1.1441-1(b)(2)(iv) or other applicable section for chapter 3 or 4 purposes), do not use Form W-9. Instead, use the appropriate Form W-8 or Form 8233 (see Pub. 515). If you are a qualified foreign pension fund under Regulations section 1.897(l)-1(d), or a partnership that is wholly owned by qualified foreign pension funds, that is treated as a non-foreign person for purposes of section 1445 withholding, do not use Form W-9. Instead, use Form W-8EXP (or other certification of non-foreign status).

**Nonresident alien who becomes a resident alien.** Generally, only a nonresident alien individual may use the terms of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a saving clause. Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the payee has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement to Form W-9 that specifies the following five items.

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**Example.** Article 20 of the U.S.-China income tax treaty allows an exemption from tax for scholarship income received by a Chinese student temporarily present in the United States. Under U.S. law, this student will become a resident alien for tax purposes if their stay in the United States exceeds 5 calendar years. However, paragraph 2 of the first Protocol to the U.S.-China treaty (dated April 30, 1984) allows the provisions of Article 20 to continue to apply even after the Chinese student becomes a resident alien of the United States. A Chinese student who qualifies for this exception (under paragraph 2 of the first Protocol) and is relying on this exception to claim an exemption from tax on their scholarship or fellowship income would attach to Form W-9 a statement that includes the information described above to support that exemption.

If you are a nonresident alien or a foreign entity, give the requester the appropriate completed Form W-8 or Form 8233.

## Backup Withholding

**What is backup withholding?** Persons making certain payments to you must under certain conditions withhold and pay to the IRS 24% of such payments. This is called "backup withholding." Payments that may be subject to backup withholding include, but are not limited to, interest, tax-exempt interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, payments made in settlement of payment card and third-party network transactions, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

You will not be subject to backup withholding on payments you receive if you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return.

**Payments you receive will be subject to backup withholding if:**

1. You do not furnish your TIN to the requester;
2. You do not certify your TIN when required (see the instructions for Part II for details);
3. The IRS tells the requester that you furnished an incorrect TIN;
4. The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends on your tax return (for reportable interest and dividends only); or
5. You do not certify to the requester that you are not subject to backup withholding, as described in item 4 under "*By signing the filled-out form*" above (for reportable interest and dividend accounts opened after 1983 only).



City of Bridgeport  
Request for Vendor  
Identification Numbers and Certification

<input checked="" type="checkbox"/>	<u>Add New Vendor</u>
<input type="checkbox"/>	<u>Update Existing Vendor</u>
***INTERNAL USE ONLY***	

\*\*\*Please Print and Complete Form in Full-\*\*\***MANDATORY**\*\*\*

**BUSINESS NAME:** The Lexington Group, Inc.  
*(As shown on your Federal Tax Return)*

**ALTERNATE NAME, IF APPLICABLE** *(Doing Business As):* \_\_\_\_\_

*Note: When more than one name is listed, the name registered under the EIN or SSN will be the first name listed.*

**TAX ID # (EIN OR SOCIAL SECURITY):** 06-1420598

**MAILING ADDRESS:** PO Box 8087

**CITY:** Manchester **STATE:** CT **ZIP CODE:** 06040

**CONTACT PERSON:** Nina Ball **TITLE:** Program Director

**TELEPHONE:** 860-573-6890 **FAX:** 860-643-5471

**WEBSITE** *(If any):* www.the-lexington-group.com

**E-MAIL ADDRESS** *(For Email Purchasing Order):* balln@the-lexington-group.com

**REMIT PAYMENT TO THE FOLLOWING**

*(If different from above)*

**BUSINESS NAME:** \_\_\_\_\_

**MAILING ADDRESS:** \_\_\_\_\_

**PO BOX** *(if any)*

**CITY:** \_\_\_\_\_ **STATE:** \_\_\_\_\_ **ZIP CODE:** \_\_\_\_\_

**TELEPHONE:** \_\_\_\_\_ **FAX:** \_\_\_\_\_

**EMAIL 1:** \_\_\_\_\_

**EMAIL 2:** \_\_\_\_\_

**VENDOR TYPE:**  GOODS  SERVICES  EMPLOYEE  RENTAL  NON-EMPLOYEE

**Goods/Services to be Provided by Vendor:** The Lexington Group, Inc.

Check Appropriate Box: Individual/Sole Proprietor or  
 Single Member LLC  C Corporation  Partnership  Trust/Estate  S Corporation  
 Limited Liability Company, enter the tax classification, S=S corporation, P=partnership  
 Tax Exempt Organizations  Federal/State/Local Tax Exempt

Note: For a single-member LLC that is disregarded, do not check LLC: check the appropriate box in the line above for the tax classification of the single-member owner.

Certified as (if applicable)  Woman Owned  African American Owned  Hispanic Owned  
Check appropriate box:  Asian/Pacific  Native Indian/  
Islander Owned Alaskan Owned  Disabled Owned

**PRINT NAME:** Nina Ball

**SIGNATURE OF US. PERSON:** Nina Ball **DATE:** 5/14/2026  
(of owner or officer by a U.S. Person)