CONTRACT AWARD
SP-38 - Rev. 5/21/14
Prev. Rev. 3/12/14

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STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

CONTRACT AWARD NO.:
16PSX0108
Contract Award Date:
25 July 2016
Bid Due Date:
19 July 2016

CONTRACT AWARD

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

DESCRIPTION: **Custodial Services for DOT's warehouse and surplus warehouse located at 660 Brook Street, Rocky Hill**

FOR: **Department of Transportation**

TERM OF CONTRACT: **December 1, 2016 through November 30, 2019**

AGENCY REQUISITION NUMBER: DOTM1 - 110831

IN STATE (NON-SB) CONTRACT VALUE	DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
NA	$59,481.00 (Est.)	NA	$59,481.00 (Est.)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **CT Community Nonprofit Alliance, Inc.**

Company Address: **35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067**

Tel. No.: **860-257-7909** *Fax No.:* **860-257-7777** *Contract Value:* **$59,481.00 (Est.)**

Contact Person: **Kirk Springsted**

Company E-mail Address and/or Company Web Site: **kspringsted@ctnonprofitalliance.org** **www.ctnonprofitalliance.org**

Certification Type (SBE,MBE or None): **SBE** *Agrees to Supply Political Sub-Divisions:* **NO**

Prompt Payment Terms: **0% 00 Net 30**

The signature below by the DAS Contract Team Leader is evidence that the Contractor's solicitation response has/have been accepted and that the Contractor(s) and DAS are bound by all of the terms and conditions of the Contract.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By:_____
(Original Signature on Document in Procurement Files)

Name: **DON CASELLA**

Title: Contract Team Leader

Date:

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DESCRIPTION OF GOODS AND SERVICES:

I. Scope

The Contractor shall provide custodial services as described herein (the "Services") for the Department of Transportation's Central Warehouse (rear) and Surplus Building (front); both located at 660 Brook Street, Rocky Hill, CT (the "Facility").

The scope of work at the Surplus Building will have limited tasks; refer to Exhibit D Task and Frequency Schedule.

II. Services

A. The Contractor shall thoroughly complete the Services as described in detail in the Contract and as scheduled in the Cleaning Services Task List, attached as Exhibit D, in a professional manner, using quality equipment and materials that conform to all current Federal, State and local regulations.
B. The Contractor shall ensure that the Facility at all times conforms to the level of cleaning indicated in the Tasks Procedure Section XX of this Exhibit to ensure that the Facility is uniformly clean, hygienic and pleasing to the eye.
C. The Contractor shall provide the labor, materials and equipment necessary for cleaning and maintenance, except as otherwise specified herein.
D. The Client Agency shall designate or assign a representative(s) to act on behalf of the Client Agency regarding all matters affecting the Services (the "Client Agency Designee"). The Client Agency shall identify the Client Agency Designee upon commencement of the Contract. The Contractor shall notify the Client Agency Designee in writing within five (5) business days prior to any Contractor representative change.
E. The Contractor shall provide the Client Agency Designee with a telephone number for emergencies, and must respond on site to the Facility within one (1) hour if needed.

III. Facility Access

A. The Contractor shall secure offsite parking for its employees. The State is not responsible for providing parking for Contractor's employees.
B. Client Agency Designee will provide the Contractor's on-site supervisor with building entry keys and/or key card or code access (collectively "Keys") as applicable. Only the Contractor's on-site supervisor will be authorized to lock or unlock doors for Contractor personnel. The Contractor is responsible for informing its employees of all security measures that must be adhered to. Any violations of such measures caused by Contractor or its employees will subject the Contractor to fines and/or cancellation of the Contract.
C. All Keys to the Facility will be furnished by the Client Agency Designee to the Contractor. Contractor shall sign a Key receipt form as provided by the Client Agency Designee. All Keys will remain the property of the State and will not be duplicated by the Contractor or its employees. The Contractor shall return all Keys to the Client Agency Designee upon request

and at the end of the term of the Contract. If any Keys are not returned by Contractor, a charge for re-keying all affected locksets will be assessed against Contractor. The Contractor shall also assume the cost of re-keying buildings if Keys are lost or stolen by the Contractor or its employees or representatives.

D. Contractor shall report the loss of any Keys to the Client Agency Designee within two (2) hours after the Contractor or any of its employees or representatives are notified or become aware of such loss. Contractor shall accept full responsibility of such loss and expenses that may result including, but not limited to re-keying of the Facility. Failure of the Contractor to report the loss of any Keys or to accept full responsibility for any loss or expense in accordance with the terms of this provision will be grounds for immediate termination of the Contract.

IV. Security

A. Contractor shall adhere to established security and/or property entrance policies and procedures for the Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the Facility for the purpose of carrying out the scope of work described in this Contract.
B. There are certain internal doors protected by card readers. These doors must not be left open during nightly services and may only be open while the Contractor's employees are physically in the secured areas cleaning.
C. The Contractor shall train its employees in the security requirements as described by the Client Agency Designee and will be responsible for enforcing the security rules as such rules apply to its employees. The Contractor shall train its employees with respect to emergency evacuation procedures as well.

D. Contractor shall provide identification badges for all employees. The badges will have the company name/logo, employee's photograph, name and signature. The badges will be worn by the employee at all times within the Facility. Contractor's employees will be instructed not to lend identification badges to another person.

V. Limitations on Site

A. Neither the Contractor nor any of its employees or other personnel shall bring or use drugs or alcohol at the Facility or any other State property.
B. Neither Contractor nor any of its employees or other personnel shall bring any unauthorized personnel, including children, onto the Facility or any other State property.
C. The Contractor's staff shall not use any telephones, office equipment or any other personal property belonging to the State, the Client Agency Designee or any employee of the State.
D. In accordance with Executive Order #16 of Governor John G. Rowland, neither the Contractor nor any of its employees or personnel shall bring any guns, knives or other dangerous weapons, as identified by Client Agency Designee, onto the Facility or any other State property.
E. The Contractor's staff may not remove any recyclables from the Facility.

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VI. Inspection

A. Once a month, at an agreed upon time by the parties, the Client Agency Designee and Contractor's representative will meet to inspect Services performed. The Contractor shall make a written list of any deficiencies brought to its attention by the Client Agency Designee and furnish a written report of such deficiencies to the Client Agency Designee within one (1) day following the inspection. Corrective work related to such deficiencies must be complete within five (5) days of the inspection. Failure of the Contractor's representative to attend any of the inspection(s) or provide the written reports will result in the generation of a Vendor Performance Report (as such term is defined herein).

B. In addition to the monthly inspection, Client Agency Designee will be making unannounced inspections of the Facility. Should deficiencies be discovered, the Client Agency Designee will have the option to bring the deficiency to the Contractor's attention at the next weekly meeting or if the deficiency is deemed to be critical, call Contractor immediately. If such a call is made, the Contractor will have four (4) hours to make a job-site response. If job-site response and correction is not made to the satisfaction of the Client Agency Designee, procedures described in the Performance Monitoring section of this Contract will be followed.

VII. Daily Log

The Contractor shall maintain and sign a daily logbook used by the Client Agency Designee to verify that the Services are completed each day and to record any concerns needing corrective action. The Contractor's on-site supervisor shall review this logbook at the beginning of each shift and shall ensure that noted corrections are made if corrections are Contractor's responsibility. If corrections are not Contractor's responsibility, then the on-site supervisor shall verify and note in the log book that such concerns have been forwarded to the Client Agency Designee.

VIII. Property Damage

The Contractor shall be responsible for the repair or replacement cost of any damage to State and or personal property caused by the use, misuse, or negligence of the Contractor or the Contractor's employees. Such damage(s) must be reported to Client Agency Designee in writing immediately upon discovery by Contractor.

IX. Performance Monitoring

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A. Throughout the term of this Contract, Client Agency Designee and DAS may monitor the Performance of the Contractor. Client Agency Designee may notify the Contractor to correct any problem(s) and a Vendor Performance Report (a "Vendor Performance Report" or "Report") may be generated by Client Agency Designee through the DAS Biznet system to document any Performance issues. The Report will notify DAS and its applicable Procurement Services Contract Specialist or Purchasing Assistant regarding contractual breaches or poor Performance issues and will identify a Client Agency Designee proposed solution or cure and timeframe to rectify the breach or Performance issue.

B. Failure by the Contractor to comply with Client Agency Designee's proposed solution or cure within the timeframe specified in a Report may result in the generation of a Validated Report of Poor Performance or Noncompliance by DAS (a "Validated Report"), a copy of which will be provided by DAS to the Contractor.

C. After DAS receives a Vendor Performance Report, each specific incident will be addressed as follows:

   i. The first Vendor Performance Report issued within an Evaluation Period (as such term is defined in the final paragraph of this section) will allow DAS, at its option, to investigate the Contractor for contractual breaches or poor Performance issues for the purpose of determining whether such breaches or poor Performance issues have occurred. DAS shall generate a Validated Report as a result of its investigation if appropriate. In the event a Validated Report is issued, the Contractor will have five (5) days from the date of issuance to cure any breaches or Performance issues.

   ii. A second Vendor Performance Report resulting in a Validated Report within an Evaluation Period will, at the option of DAS, result in a conference involving the Contractor, Client Agency Designee and DAS. The Contractor will be given an opportunity to cure Performance issues identified in the Validated Report described in this paragraph within a timeframe set by Client Agency Designee in its sole discretion not greater than five (5) days from the issuance of the Validated Report described in this paragraph.

   iii. A third Vendor Performance Report resulting in a Validated Report within an Evaluation Period may result in termination of the Contract at the discretion of the Client Agency Designee and DAS. The terminated Contractor shall be liable to the State of Connecticut for all additional costs incurred as a result if the termination.

D. In the event of termination, the Contractor shall immediately deliver to the Client Agency or the Client Agency Designee all keys, drawings, plans, sketches and specifications, any data pertaining to the Contract, and any unused material supplied to the Contractor by Client Agency Designee or any other representative of the State.

E. For purposes of this Contract, an "Evaluation Period" is defined as three (3) consecutive months (each an "Evaluation Period"). Specific incidents from one (1) Evaluation Period will

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not extend into another Evaluation Period. After two (2) consecutive Evaluation Periods, Client Agency Designee and DAS may review the results of the Contractor's performance and may, at the option of Client Agency Designee and DAS, revise the length of subsequent Evaluation Periods.

X. Assessment of Damages

A. In the event that the Contractor provides unsatisfactory service(s) or fails to comply with the terms of the Contract and such unsatisfactory service is remedied at the option of the Client Agency Designee and DAS by State employees or by third party contractors, Contractor shall pay to Client Agency the full amount expended to correct the deficiencies, as assessed by the Client Agency Designee or DAS.

B. In the event of any delays or deficiencies in the Contractor's Performance, Client Agency Designee and DAS reserve the right to assess damages in an amount equal to the cost to the State to rectify any delay or deficient Performance. Determination and assessment of such amounts due will be made by DAS in its sole discretion.

C. Any assessment of damages that is imposed upon the Contractor will be paid by the Contractor in the manner required by DAS.

XI. Consumable Goods

Contractor shall provide supplies and/or consumables, including but not be limited to trash receptacle liners, sanitary napkins, paper towels, toilet paper, hand soap, toilet seat liners, plastic liners (several different sizes), urinal enzyme screens with scented blocks, air fresheners, dispensers and batteries for dispensers. Paper consumables must meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency at its website: http://www.epa.gov/. Contractor shall use cleaning products that comply with the provision of Conn. Gen. Stat. Section 4b-15a which must be "Green Seal" and/or certified EcoLogo "greenproducts." Green products are identified by EcoLogo on its website: http://www.ecologo.org/en/greenproducts/ Green products are identified by Green Seal on its website: http://www.greenseal.org/FindGreenSealProductsAndServices.aspx Contractor shall utilize all cleaning products in accordance with the manufacturer's stated directions. All cleaning products are subject to review and approval by Client Agency or DAS. The term "cleaning products" does not include any (1) Disinfectant, disinfecting cleaner, sanitizer or any other antimicrobial product regulated by the federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., or (2) product for which no guideline or environmental standard has been established by any national or international certification program approved by the Department of Administrative Services, or which is outside the scope of or is otherwise excluded under guidelines or environmental standards established by such national or international certification program.

XII. Chemicals and Supplies

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Contractor shall purchase and issue all chemicals in their original containers. Chemicals/supplies that require precautionary warnings must have those warnings affixed to all containers as prescribed by law, regulation or ordinance. Labeling of containers of hazardous, toxic substances or waste must be in compliance will all Federal, State and Local laws, regulations and rules. Contractor shall only use germicidal disinfectants that bear a United States Environmental Protection Agency ("EPA") Registration Number.

XIII. Cleaning Equipment

A. Contractor shall furnish all cleaning equipment necessary to perform the Services, including but not limited to power drive floor scrubbing machines, back pack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners. Such equipment will be the size and type customarily used in work of this kind and no equipment will be used which is harmful to the Facility or its contents.

B. The Contractor shall provide compatible equipment, material, and methods in compliance with manufacturer's specifications and recommendations for the products used and the materials and finishes that are to be cleaned. All OSHA Fall-Protection Requirements (as such term is defined by OSHA) are the responsibility of the Contractor and must be complied with. The Contractor shall submit a copy of its Fall Protection Plan for Client Agency files.

C. All equipment must be UL approved (if UL ratings are available for the particular equipment), in good operating condition and physical appearance. All equipment is subject to Client Agency's rejection at any time. All wheels must be of a type that will not mark or damage flooring.

D. Where applicable, all machines must be equipped with a minimum of 50 feet of electrical cord of adequate size to permit machine operation over a large area. Liquid propane gas buffers are not allowed.

E. Tools to be used in the provision of Services under this Contract must be provided in the quantities needed with the minimum quantity as one (1) and meet the requirements of the Services while producing a satisfactory quality of work as judged by the Client Agency Designee. Client Agency may order the removal and require replacement of any equipment it finds to be unsatisfactory in its sole discretion. Required equipment, tools, and supplies to be stored at the Facility include:

   a. Plastic or stainless steel mopping pails with a wringer
   b. Short-handle duster with removable head and treated dusting cloth
   c. Putty scraper
   d. Small scrub brush
   e. Small plastic funnel

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f. 8 ounce plastic measuring cup
g. Supply of clean cloths (low lint)
h. Plastic spray bottle with glass cleaner
i. Gallon of detergent concentrate with jug pump
j. Gallon cleaner, disinfectant-concentrate, with jug pump
k. Plastic spray bottle with cleaner disinfectant solution
l. Plastic spray bottle with clear water
m. Lotion-type cleanser
n. Metal polish
o. Furniture Polish
p. Blind dusters and brushes
q. Metal can for ashtray disposal
r. Dust pan and counter broom
s. Wet mop, if non-carpeted floors are in the assigned area
t. Dust mop, if non-carpeted floors are in the assigned area
u. Vacuums as specified
v. Stripping and buffing machines
w. Stepladders and other ladders as needed marked with company name to access light bulbs and high dusting.
x. Razor Knife
y. Razor Blades
z. Portable Hot Water Extractor

XIV. OSHA Compliance

Contractor shall comply with United State Department of Labor Occupational Safety and Health Administration (OSHA) guidelines. As such, Contractor shall:

A. Furnish to the Client Agency Designee copies of the Safety Data Sheets ("SDS") for all products used, within ten (10) business days after contract award date or prior to the utilization of product.
B. Supply employees with a first aid kit, per OSHA requirements and based on the number of employees.
C. Update SDS annually and submit them to the Client Agency Designee.
D. Comply with all applicable OSHA and EPA requirements related to the Performance of this Contract, including but not limited to safety, training, equipment, toxic and hazardous substances and labeling of chemical containers.
E. Comply with all applicable Federal and State safety laws and regulations to ensure a safe working environment.

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XV. Schedules and Days of Operation

Contractor shall perform all Services:

I. November 1st through March 30 on Mondays, Wednesdays and Fridays
II. April 1st through October 31st on Tuesdays and Thursdays

A. The hours of the Facility access shall be between the hours of 7:30AM and 11:00AM. Contractor and its employees and personnel shall sign in and out of the Facility on an approved time sheet provided by the Client Agency Designee. The work schedule attached as Exhibit D is based on a twelve (12) month period, identifying and delineating the time frames for the required work (e.g. weekly, monthly, semiannual and annual tasks) by the day of the week, the week and month. The State reserves the right to change schedules at any time to meet its requirements.

B. Unless otherwise directed, Contractor shall not provide any Services on the State holidays indicated below. Additionally if the State decides to close State buildings on any other day including but not limited to employee furloughs, Services will not be required or provided on the closure date, unless otherwise directed. The State shall provide Contractor with reasonable notice of building closures whenever possible.

STATE HOLIDAYS	
New Year's Day	Independence Day
Martin Luther King Jr. Day	Labor Day
Lincoln's Birthday	Columbus Day
Washington's Birthday	Veteran's Day
Good Friday	Thanksgiving Day
Memorial Day	Christmas Day

XVI. Cleaning Calendar

Within one (1) month of the Contract start date, the Contractor is to furnish Client Agency Designee a typed schedule showing when all tasks will be performed for Client Agency Designee approval. This schedule will include daily, weekly, monthly, semi-monthly and yearly tasks for the entire Contract period.

XVII. Contractor Training of Contractor Parties

The Contractor shall develop and provide an outline of the task requirements and any necessary training to meet those requirements to each work crew. If any task, described in this Exhibit and scheduled in accordance with Exhibit D, cannot be thoroughly completed within the Contract

cleaning schedule time line identified in Exhibit D, the Client Agency Designee will be immediately notified.

XVIII. Contractor's Employees – Supervisors

A. Contractor shall provide on-site supervision. Contractor's supervisors shall be literate in the English language. The Contractor shall supply a competent and thoroughly trained site supervisor to check, inspect, and oversee the securing of the entrances, exits, and windows of the Facility, and maintain records of all Services performed. The site supervisor must wear a badge identifying him or her as the site supervisor. The site supervisor will be assigned to this Facility and must not be rotated to other sites. The same individual will be assigned five (5) nights per week. Contractor's supervisors shall also be capable of communicating with all Contractors' employees in the event they do not speak English. Upon Client Agency Designee request, the Contractor shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than the custodians. The supervisor is required to be on-site during the entire shift and may devote a maximum of three (3) hours per shift to perform custodial tasks. At the discretion of the Client Agency, Contractor may be required to assign additional supervisory oversight as required to correct Performance problems.

B. The site supervisor shall be responsible for the day-to-day performance of the Contract and will have overall responsibility for the work to be performed under this Contract. The site supervisor shall have a copy of the Contract with him/her while on duty. It is the responsibility of the site supervisor to instruct and advise all staff of the requirements contained in this Contract and be responsible for the supervision, training, routine scheduling, and inspection of the Services. The site supervisor will make sufficient daily routine inspections to ensure that the Services are performed as required by this Contract. The results of such inspection are to be issued to Client Agency Designee in writing at the end of each shift.

C. In the event of the regularly assigned supervisor's absence, Contractor shall provide a substitute of equal or greater skill level. Contractor shall provide the name, title and cell phone number of the supervisor(s) to the Client Agency Designee.

XIX. Contractor's Employees

All crews necessary to Perform will be fully staffed at the commencement of this Contract. All personnel will receive close and continuing first line supervision by the Contractor. Contractor shall provide documentation at the request of the Client Agency Designee that demonstrates the employees have had adequate training in all necessary State, Federal and OSHA regulations. In addition, the Contractor's staff (including newly hired personnel) will be trained in fire safety, general hazards such as lead and asbestos and lead awareness, as well as in the proper mixing and applying of cleaning supplies. Client Agency Designee may require that the Contractors'

employees wear uniforms that bear the Contractor's company logo, and such uniforms will not be dirty, stained or torn.

XX. Tasks Procedure

The Contractor shall perform the Services as described below and scheduled in accordance with Exhibit D.

A. Maintain Floors Using Hard Surface Floor Care Specifications:
Contractor shall:

Please refer to hard surface floor care specifications for details of the requirements.

B. Clean Rugs and Carpets:
Contractor shall:

Remove all gum and foreign matter and spot clean daily. Please refer to Carpet Specifications for details. Maintain all carpets using procedures as shown in these specifications for carpet maintenance.

C. Empty and Clean Trash Receptacles:
Contractor shall:

The Contractor shall empty all trash receptacles. Liners shall be replaced daily. All trash must be bagged before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be free of trash, liquid, gum, grease, and other foreign substances. Those trash receptacles, which are found to contain liquids or other substances, which could cause odors, shall be washed out and dried before new liners are installed. The Contractor shall place the removed trash into the dumpster/container located in the appropriate location. No trash should be placed on the ground or on top of the trash container. Breakdown all cardboard and place in proper dumpster. Clean area around dumpster.

Paper Recycling Containers: Empty on a daily basis the intermediate white and/or mixed paper recycling containers into the appropriate collection dumpsters.

D. Clean Cigarette Receptacles:
Contractor shall:

Contractor shall empty, clean and refill sand (where applicable) cigarette receptacles and police/sweep area to remove all butts.

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DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

E. Dust Furniture:
Contractor shall:

Wipe all furniture clean daily with a treated duster or cloth, including but not restricted to desk(s), table(s), bookcase(s), file cabinet(s), shelf(ves), counter(s), and telephone(s).

F. Dust Interior Surfaces:
Contractor shall:

Dust all building surfaces such as rails, ledges, windowsills, partitions, blinds, vents, baseboards, etc. Wash clean where necessary.

G. Clean Walls and Partitions:
Contractor shall:

Wipe all walls, partitions, and doors with a cloth and clean water. Clean and polish with suitable material, all bright work, water fountains, etc. Vacuum cloth covered partitions.

H. Wash Walls and Partitions:
Contractor shall:

Clean with suitable cleaner and/or detergent all walls, partitions.

I. Glass Doors – Interior and Exterior:
Contractor shall:

All glass on all doors, including office and corridor sidelights and vestibules to be washed clean, includes interior and exterior surfaces. All drippings to be wiped clean and dry. Private offices should be checked daily and fingerprints removed with full washing of glass monthly.

J. Dust Light Fixtures:
Contractor shall:

All light fixtures to be dusted with a suitably treated cloth or duster. Also, open, clean, and remove dead bugs and wipe clean lens with cloth.

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K. Clean Microwaves & Refrigerators:
Contractor shall:

The Contractor shall thoroughly clean the Exterior and Interior surfaces of microwaves and refrigerators using an approved cleaner with a clean cloth to remove all dust, dirt, grease, fingerprints, stains, streaks and food particles.

L. Reserved

M. Spot Clean:
Contractor shall:

Perform the standard cleaning functions not specifically listed but necessary to maintain a satisfactory level of cleanliness, to perform standard cleaning functions more often than listed frequency due to weather conditions, etc. Spot cleaning to include, but not restricted to, wiping soil or finger marks from all surfaces, especially around light switches, doors, door closers and door jambs, water fountains, counters, window ledges, thresholds, floor hinges and walls.

N. Clean Rest Rooms:
Contractor shall:

1. Remove waste paper and refuse, place plastic liners in receptacles. Empty sanitary receptacles and replace waxed bags. The Contractor is responsible at his expense to properly dispose of this material.
2. Wash and disinfect both sides of toilet seats.
3. Wash all mirrors.
4. Wash and disinfect all basins, bowls, and urinals.
5. Wash, clean, remove markings, and disinfect and polish all bright work, including flushometers, piping, toilet seat hinges, partitions, showers, and trash containers.
6. Wash, clean, remove markings, and disinfect all walls and partitions.
7. Sweep and wash all flooring with suitable disinfecting detergent.
8. Fill toilet tissue, hand towels, and soap dispensers.
9. **Note:** All dispensers throughout the building including break areas.
10. Pour water/disinfectant solution into all floor drains.
11. Machine scrub all ceramic tile floors and shower areas every ninety (90) days. Submit proposed schedule to ConnDOT for approval ten (10) days in advance.

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12. Refill dispensers; stock all sanitary product machines with product. All machines must vend for twenty five (25) cents. All repairs, supplies, product purchase money collections or shortages are the vendor's responsibility.
13. On a daily basis, report to ConnDOT's representative any equipment that is not working properly, including any leaks noticed, toilets or sinks that are clogged, and any problems with fixtures in bathrooms.

O. Clean All Lounge Furniture:
Contractor shall:

To wash clean with a suitable cleaner all furniture, chairs, tables, and receptacles.

P. Metal Surfaces:
Contractor shall:

All metal surfaces around doors, windows, elevator entrances, and all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, pillars, doors, water fountains, elevator interior and exteriors, etc. Polish all bright work and metal.

Q. Sweep Daily:
Contractor shall:

All outside walk areas and entranceways within 20 feet of any door. Roll up doors excluded.

R. Walk-Off Mats:
Contractor shall:

Vacuum all entrances areas and walk-off mats. Roll up mats and shake out daily, clean under mats. Mats are to be replaced every two (2) weeks.

S. Concrete Flooring:
Contractor shall:

Weekly, sweep all concrete floors. Care shall be taken to avoid silting the garage drain system. All other concrete floors and stairwell areas will be dust mopped and wet mopped daily.

T. Desk Mats:
Contractor shall:

Mop with all-purpose cleaner.

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U. Exterior and Interior Windows:
Contractor shall:

Remove and clean screens and replace. Wash exterior and interior of all outside windows. Windows must be washed with a squeegee using scaffolding or ladders as necessary. Telescopic pole washing is not allowed. All OSHA Fall-Protection Requirements must be followed. All screens to be removed and replaced by Contractor. Cleaning of windows is to be done during the month of May.

V. Clean Ceiling Vents and Diffusers:
Contractor shall:

Remove vent, dust, and then wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace. Vacuum the ceiling tiles within two feet of all vents.

W. Clean and Wash Light Fixtures and Lenses:
Contractor shall:

During the month of September, using suitable machinery and equipment, ultrasonically clean all light fixture lenses and wash all bulbs and interior parts of fixture. At Client Agency Design's option, reinstall new light tubes provided by Client Agency, or damp wipe old tubes and reinstall.

X. Chair Cleaning:
Contractor shall:

During the month of June, the following is to be scheduled. Chairs are to be pre-sprayed the hot water extracted. The rest of the chair should be cleaned and wiped off. This task is to be done on Friday nights. All chairs are to be put back at the proper location.

Y. Light Bulbs:
Contractor shall:

On Wednesday nights, replace all burnt out bulbs inside the building. Contractor will use his/her own ladder to replace all burnt out light bulbs. Report all lights still not working after bulb replacement and advise when bulb inventory is low. Lens and light covers found missing or broken will be treated as being broken by the Contractor and must be replaced by the Contractor at its expense. If the Client Agency's electrician responds to a report by the Contractor for a fixture not working

and the bulb is found to be the cause of the problem, the Contractor will be billed for this service.

XXI. Additional Work:

There may be additional tasks required that are not specified or anticipated. Upon request for the performance of such tasks, the Contractor shall submit a written proposal, utilizing Exhibit B Price Schedule hourly rate. Client Agency Designee shall review and approve all charges for additional work prior to the start of Services.

XXII. Walk-Off Floor Mats:

Walk-off floor mats must be changed every two (2) weeks

All walk-off mats must be supplied, removed, shampooed, and replaced with clean dry mats in good condition at all locations listed below. Client Agency has the right to change the color, quantity, size, or make additions or deletions at any time. Client Agency has the right to require the replacement of worn mats at any time.

Listed below are the colors, quantities, and sizes at the following locations

LOCATION	COLOR	QUANTITY	SIZE
Exterior Office Entrance 1	Dark Blue	2	3’ x 5’
Exterior Office Entrance 2	Dark Blue	1	3’ x 5’
Doors between Warehouse and Office (One at each door.)	Dark Blue	2	3’ x 5’

All mats must be supplied and put into place by the Contractor or, at his or her option, a service company arranged by the Contractor and paid by the Contractor. The State reserves the right to add an additional 50% quantity of mats because of weather conditions at no additional cost to the State.

FLOOR CLEANING AND MAINTENANCE SPECIFICATIONS

XXIII. Hard Surface/Resilient Tile Floor Care:
Contractor shall use the Pioneer/Eclipse System or its equivalent as approved by the Client Agency during the bid process. Contractor shall use floor care maintenance and cleaning products that comply with the provision of Conn. Gen. Stat. Section 4b-15a and are “Green Seal” and/or certified EcoLogo “greenproducts.” Greenproducts are identified by EcoLogo

EXHIBIT A

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on its website http://www.ecologo.org/en/greenproducts/. Greenproducts are identified by Green Seal on its website http://www.greenseal.org/FindGreenSealProductsAndServices.aspx

DAILY MAINTENANCE

The Contractor shall:

1. **Sweep**: Sweep floor, clean all loose dirt, dust, and debris. Remove mats.

2. **Mop**: Dust entire floor using an untreated dust mop. Remove all gum and stickers.

3. **Clean**: Using a clean mop, damp mop entire floor with EnviroStar Green All Purpose Cleaner #330. Rinse mop and change mop water when dirty.

4. **Buff**: Dry buff floor with high-speed burnisher and Pioneer Blue Blend pad. Replace mats.

5. **Sweep**: Sweep floor to remove dust from burnisher.

WEEKLY MAINTENANCE – DONE FIRST WORKING DAY OF THE WEEK

The Contractor shall:

1. **Sweep**: Sweep floor, Clean all loose dirt, dust, and debris. Remove mats and any objects not permanently affixed to floor.

2. **Mop**: Dust entire floor using an untreated dust mop. Remove all gum and stickers.

3. **Clean**: With clean mop, damp mop entire floor with EnviroStar Green Floor Maintainer #213– 2 oz. per gallon of cold water. Rinse mop and change mop water when dirty.

4. **Buff**: Using Pioneer Blue Blend pad and high-speed burnisher, dry buff the entire floor. Heat created by pad friction will buff to a “wet look” shine. Replace mats.

SEMI-MONTHLY MAINTENANCE

The Contractor shall:

1. **Sweep**: Sweep floor, clean all loose dirt, dust, and debris. Remove mats. Dust entire floor with untreated dust mop. Remove all gum and stickers. Remove objects not permanently affixed to floor.

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2. **Scrub**: Using conventional floor machine, mop entire floor with EnviroStar Green All Purpose #330 cleaner – 4 oz. per gallon of cold water. Mounting a gray Superscrub pad, scrub entire floor at low speed. Remove all splatter caused by scrubbing.

3. **Rinse**: Using a clean mop and bucket, wet mop entire floor with clear, cold water. Rinse mop and change water frequently. If necessary, repeat above, rinse steps to ensure totally clean floor. ***Caution**: Do not rinse floors with dirty mops or water.*

4. **Burnish**: Burnish entire floor to identify areas of wear.

5. **Re-coat Areas of Wear as Identified Above**: Using a clean rayon mop and bucket, apply up to three (3) thin, even coats of EnviroStar Green H525 Floor Coating in the following manner: First, saturate mop head with Equinox and wring out; Second, outline section of floor to be re-coated, staying at least 2 inches from all edges or counters; Third, fill in outlined area; and Last, allow at least thirty (30) minutes to dry between each coat.

6. **Buff**: After floor has thoroughly dried (allow thirty (30) to sixty (60) minutes after last coat), dry buff entire floor with high-speed burnisher and Pioneer Blue Blend pad. Replace mats and equipment.

YEARLY MAINTENANCE

The Contractor shall:

1. **Sweep**: Remove all obstructions not permanently affixed to the floor. Remove all gum and stickers. Using an untreated dust mop, thoroughly dust and sweep entire floor.

2. **Strip**: Mop floor with liberal solution of 1 gallon of EnviroGreen Stripper #515 to each 6 gallons of cold water. Adjust this ratio depending on the amount of finish buildup. Allow solution to soak for ten (10) minutes. On edges use "doodle bug" style edge scrubber with black strip pad. Scrub floor with floor machine using black strip pads. Remove all splatter caused by stripping.

3. **Rinse**: Mop up dirty water left by scrubbing with 1 ounce of EnviroStar Green All Purpose Cleaner #330 per gallon of cold water. Mop thoroughly under shelves and in corners. Change water frequently. If necessary, repeat rinsing steps to ensure floor is totally clean. Never apply finish over dirty floor.

4. **Re-coat**: Using a clean mop and bucket, apply two (2) coats of EnviroStar Green H525 and allow to dry thoroughly between coats. Apply three (3) coats of Equinox Floor Finish as follows: First, wring out mop-head that has been saturated in Equinox; Second, outline section of floor to be re-coated staying at least 2 inches

EXHIBIT A

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from the edges and counters; Third, mop first coat in outlined area and allow to dry; Fourth, apply second coat thinly in the above manner and allow to dry; Fifth, apply a final, very thin third coat over the entire floor and up to edges and allow to dry.

5. **Buff**: After Equinox Floor Finish is thoroughly dry, dry buff entire floor with Pioneer Blue Blend pad and high-speed buffer. This generates the heat necessary to create a hard, deep shine.

Note: Within one (1) month of the contract start date, it is the Contractor's responsibility to contact the factory representative of the floor system being used and arrange a minimum of three (3) hour training session at the facility for the Contractor's personnel. Any cost associated with this training are the Contractor's responsibility. The Client Agency Designee must be notified of the date and time of this training session in order to verify its successful completion. This training must be repeated annually should this Contract Award be extended.

CARPET CLEANING AND MAINTENANCE SPECIFICATIONS:

XXIV. Chemicals, Spotters, and Cleaning Agents:

A. Contractor shall use chemicals, spotters and cleaning agent products that comply with the provisions of Conn. Gen. Stat. Section "4b-15a" and are "Green Seal" and /or certified "EcoLogo" Green products.

B. A complete list of all chemicals used to perform the above Services related to carpet cleaning will be presented to the Maintenance Supervisor and carpet manufacturer in order to obtain their written approval prior to the performance of these specifications.

XXV. Moving of Furniture and Equipment

The Contractor is solely responsible for moving and replacing all furniture, equipment, and material. The Contractor shall not replace chair mats until the carpet is completely dry.

XXVI. Types of Cleaning

All carpeting will be cleaned by integrating the below four (4) methods. They are as follows:

A. Vacuuming at prescribed intervals as defined by the Client Agency Designee.

B. Pile lifting at prescribed intervals as defined by the Client Agency Designee.

C. Portable hot water extraction unit with wand capable of providing 200 cfm airflow.

D. Spot extraction of stains at no charge to the Client Agency Designee.

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XXVII. Equipment

A. Portable Hot Water Extractors.

B. Heavy-duty commercial upright vacuum with beater brush features (not exceeding 18 inches) and dual vacuum motors able to accommodate disposal bags.

C. Hysurf or equivalent vacuum bags required.

D. Pile lifter units to provide all pile lifting.

E. Turbo-style dryer fans with minimum, ½ h.p. rating to provide drying.

F. Pre-spray dispensing device (in-line operational from hot water extraction unit)

XXVIII. Methods of Cleaning

A. Vacuuming full area vacuum daily using four (4) direction motion. Spot clean as required.

B. Pile Lifting-Monthly

C. Hot Water Extraction (pile lifting must be done prior to hot water extraction). The entire building will be cleaned yearly by this method. Stains will be cleaned as they occur using this method.

All operations below: Pile lifting and pre-spray prior to extractions. Do not add detergents to the extractor water.

XXIX. Water Extraction

This is required to deep clean carpets. When used as part of a preventative maintenance program, extraction will be done on the carpet before it is visibly dirty. The following basic steps are to be followed:

A. Pile lift and vacuum the carpet.

B. Spot clean as required.

C. Apply a pre-spray to high traffic and heavily soiled areas to be extracted. Agitate with a grooming brush. The pre-spray can have a stand time of up to fifteen (15) minutes. Do not let the pre-spray dry.

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D. Use clean water in the extractor. Chemicals to improve rinsing are approved.

Note: Do not add detergents to the extractor water**.**

E. Extract. Heavily soiled areas may require more than one (1) extraction pass. The carpet is clean when the extract water is clear.

F. "Dry-Vac" the area using extractor suction only (no spray). This procedure will remove additional water and accelerate drying.

G. Allow the carpet to dry completely prior to use. Portable blowers are required.

H. Chair mats are not to be placed until floor is dry.

XXX. Spotting

A. Spotting procedures will be performed on a daily basis to the entire facility. Every effort should be made by the Contractor to remove a spot as soon as possible following its occurrence.

B. Spotting should be integrated with the scheduled cleaning method.

C. Copy areas should be checked and attended to daily for spotting of toner and related soiling.

D. Vending areas should be checked daily to ensure the expedient removal of any food spillage. Carpet in these areas should be pre-sprayed with an enzyme-based cleaner when hot water extraction is performed.

XXXI. Equipment Storage

The Client Agency Designee will provide an area at the Facility for the storage of equipment and cleaning products related to this Contract. Cleaning chemicals will be required to be stored by the Contractor in accordance with all State and local fire marshal codes and requirements. The Contractor must assume all responsibility for loss, theft, or damage to equipment.

ADDITIONAL TERMS AND CONDITIONS:

XXXII. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently

large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

XXXIII. P-Card (Purchasing MasterCard Credit Card)

A. Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

B. Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

C. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

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

XXIV. Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the 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 shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

XXV. Worker Retention

Contractor shall retain the employees of the prior contractor providing Services at the Facility pursuant to CGS § 31-57(g) and CGS § 4a-82(o).

XXVI. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

XXVII. Invoices and Payments

Payment and invoicing inquiries should be directed to the Client Agency's Accounts Payable Unit at 860-594-2305.

All invoices must include:

A. Contractor F.E.I.N. or Social Security number.
B. Complete Contractor name and billing address.
C. Project number, if applicable.
D. Invoice number and date.
E. Purchase order number.
F. Itemized description of services and/or material supplied.
G. Adjustments, if applicable.
H. Quantity, unit, unit price, and extended amount.
I. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
J. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, invoices must be mailed to the following address:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Accounts Payable SW1A
P.O. Box 317546
Newington, CT 06131-7546

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions set forth above.

EXHIBIT B, SP-16
PRICE SCHEDULE

SOLICITATION NO: 16PSX0108

CONTRACTOR NAME:	**CT Community Nonprofit Alliance, Inc.**		
DELIVERY:		PROMPT PAYMENT TERMS:	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
Note: The monthly price will be the total yearly cost of performing all daily, weekly and semi-monthly tasks divided by 12. Demand tasks are priced and paid separately.			
Annual Average (Line items 1 & 2)	Note: The monthly price will be the total yearly cost (Line items 1 and 2) of performing all daily, weekly and semi-monthly tasks divided by 12. Demand tasks are priced and paid separately.	Per Month	$747.00
1.	Custodial Services - **November 1st through March 30th** Note: Same amount is paid each month.	Per Month	$810.00
2.	Custodial Services - **April 1st through October 31st** Note: Same amount is paid each month.-	Per Month	$702.00
	Demand Tasks		
3.	Task "A" Maintain Floors Using Hard Surface Floor Care at the Surplus Building in accordance with "HARD SURFACE/RESILENT TILE FLOOR CARE SPECIFICATIONS".	Lump Sum	$486.00
4.	Carpet Extraction portion of Task "B" in accordance with "CARPET CLEANING AND MAINTENANCE SPECIFICATIONS". Minimum of 200 square feet.	Per Sq. Ft	$0.54
5.	Window Washing Interior and Exterior (Central Warehouse and Surplus Building) Task "U"	Lump Sum	$405.00
6.	Hourly Rate – Only used in accordance with Exhibit A, Section XXII "Additional Work"	Per Hour	$17.28

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

Exhibit D – Task and Frequency Schedule

DAILY TASKS	
A	Maintain Floors Using Hard Surface Floor Care Specifications
B	Clean Rugs and Carpets
C	Empty and Clean Trash Receptacles
D	Clean Cigarette Receptacles
I	Glass Doors – Interior and Exterior
M	Spot Clean
N	Clean Rest Rooms (in Central Warehouse)
P	Metal Surfaces
Q	Sweep Daily
R	Walk-Off Mats

WEEKLY TASKS	
A	Maintain Floors Using Hard Surface Floor Care Specifications
E	Dust Furniture
F	Dust Interior Surfaces
K	Clean Microwaves & Refrigerators
N	Clean Rest Rooms (in Surplus Building) Performed on the last working day of the week.
O	Clean All Lounge Furniture
V	Clean Ceiling Vents and Diffusers
Y	Light Bulbs
SEMI-MONTHLY TASKS	
A	Maintain Floors Using Hard Surface Floor Care Specifications
G	Clean Walls and Partitions
J	Dust Light Fixtures
T	Desk Mats
DEMAND TASKS	
A	Maintain Floors Using Hard Surface Floor Care at the Surplus Building. The small office in entrance way and the area outside the rest rooms.
B	Carpet Extraction portion of Task “B” in accordance with “CARPET CLEANING AND MAINTENANCE SPECIFICATIONS”.
U	Window Washing Interior and Exterior (For Central Warehouse and Surplus Building)

CONTRACT

16PSX0108

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

CT Community Nonprofit Alliance, Inc.

Awarded Contractor

CUSTODIAL SERVICES FOR DOT'S WAREHOUSE FACILITY LOCATED AT
660 BROOK STREET, ROCKY HILL

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EXHIBIT A - Description of Goods & Services and Additional Terms and Conditions

EXHIBIT B - Price Schedule

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

EXHIBIT D - Task and Frequency Schedule

This Contract (the "Contract") is made as of December 1, 2016 (the "Effective Date") shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the "Contractor,") which is attached and shall be considered a part of this Contract, with a principal place of business as indicated on the signature page form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Don Casella, its Contract Team Leader, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

(a) Bid: A submittal in response to an Invitation to Bid.

(b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.

(c) Client Agency: Any department, commission, board, bureau, agency, institution, public authority, office, council, association, instrumentality or political subdivision of the State of Connecticut, as applicable, who is authorized and chooses to make purchases under, and pursuant to the terms and conditions of, this Contract.

(d) Confidential Information: This shall mean 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, 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 the Client Agency or 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.

(e) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2)one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, DAS or State.

(f) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Bid price.

(g) Contractor: A person or entity who submits a Bid and who executes a Contract.

(h) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.

(i) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

(j) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.

(k) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Invitation to Bid and set forth in Exhibit A.

(l) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid and set forth in Exhibit A.

(m) Invitation to Bid: A State request inviting bids for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.

(n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.

(o) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.

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

(q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

(r) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

2. Term of Contract; Contract Extension. The Contract will be in effect from the Effective Date through November 30, 2019.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original 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 Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."

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

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

(b) Payment Terms and Billing:

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

(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.

(c) If 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.

(d) Price Adjustments:
No price increases are allowed under this Contract.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of State premises and any other location which the

State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, 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.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.

7. Contract Amendments.

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.

8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.

9. Termination.

(a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.

(b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.

(c) DAS shall send the notice of Termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving the notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.

(d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, 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, 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 is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign

to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or 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 may request.

(f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.

(g) Upon Termination of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

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

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

13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

(a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.

(b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.

(c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.

(d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.

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

15. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the

State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

(b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.

(d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured 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 of the Contract evidencing that the State is an additional insured. 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 Contract Term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

(f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

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

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

20. Delivery.

(a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.

(b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.

(c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Contract.

(d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The 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 the Contract. If any Goods fail in any way to meet the specifications in the 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.

22. Emergency Standby for Goods and/or Services**.** 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.

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

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

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

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

27. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, that:

(a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;

(b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;

(d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;

(g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

(k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;

(m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;

(n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;

(o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;

(p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

(q) they owe no unemployment compensation contributions;

(r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;

(s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;

(t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;

(u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;

(v) if either party Terminates the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;

(w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

(x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;

(y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

(z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;

(bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and

(cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

28. <u>Representations and Warranties Concerning Motor Vehicles</u>. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (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 the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by

ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

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

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

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

31. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

32. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to 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. If Executive Order 14 and/or Executive Order

49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

33. 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 the Contract or contract;

(3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;

(4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.

(5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(6) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

(7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

(9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or

which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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 the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (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.

34. Tangible Personal Property.

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

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

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

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

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

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

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

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

35. Whistleblowing. This Contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand

dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

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

    If to DAS:

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

    If to the Contractor:

    At the address set forth on Form SP-38.

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

(a) Reserved

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

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

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

(e) Reserved

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

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

(h) Reserved

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

39. 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.

40. Parties. To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."

41. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

a. its certificate of incorporation or other organizational document;

b. more than a controlling interest in the ownership of the Contractor; or

c. the individual(s) in charge of the Performance.

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

42. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably

requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

43. 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) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the 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) The Contractor will 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's Setoff provision.

(e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.

(f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

(g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

44. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Emergency Services and Public Protection Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.

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

46. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

47. Contractor Responsibility.

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

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

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

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

obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

50. 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.

51. Cross-Default.

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

(b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or

files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.

54. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.

55. 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.

56. Certification as Small Contractor or Minority Business Enterprise.
The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.

57. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice 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.

58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character,

as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:

(1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

(2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;

(3) A process for reviewing policies and security measures at least annually;

(4) Creating secure access controls to Confidential Information, including but not limited to passwords; and

(5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.

(c) The Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency, any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

60. <u>Audit Requirements for Recipients of State Financial Assistance.</u>
This paragraph was intentionally left blank.