

Melissa Marzano
 Contract Analyst

860-713-5051
 Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 04PSX0079
Contract Award Date: 01 May 2004
Bid Due Date:
SUPPLEMENT DATE: 1 February 2016

CONTRACT AWARD SUPPLEMENT #10
IMPORTANT: THIS IS NOT A PURCHASE ORDER. DO NOT PRODUCE OR SHIP WITHOUT AN AGENCY PURCHASE ORDER.

DESCRIPTION: Custodial Services for Westbrook Tourist Information Center located on I-95 Northbound between exits 65 and 66

FOR: Department of Transportation		TERM OF CONTRACT: May 1, 2004 through extended indefinitely in accordance with Public Act 13-227.	
		AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE

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: **Connecticut Community Providers Association, Inc.**

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

Tel. No.: **860-257-7909**

Fax. No.:

Contract Value: \$

Contact Person: **Kirk Springsted**

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

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

Agrees to Supply Political Sub-Divisions: **NO**

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

PLEASE NOTE:

Supplement 10 issued to reflect a Contract Third Amendment Agreement.

- Section 1, (Definitions) of the Agreement is updated.
- Section 4, (Payments) of the Agreement is updated.
- Section 31, (Executive Orders) of the Agreement is updated.
- Section 61 is added to the Agreement and entitled, "Entirety of Contract".
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **DON CASELLA**

Title: Contract Team Leader

Date:

THIRD AMENDMENT AGREEMENT
TO
CONTRACT NO. 04PSX0079 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC.
FOR
CUSTODIAL SERVICES FOR DOT's WESTBROOK TOURISM INFORMATIONAL CENTER, CT

This Third Amendment Agreement (the "Amendment") is made as of the 01 day of February, 2016, by and between Connecticut Community Providers Association, Inc. (the "Contractor"), with a principal place of business at 35 Cold Spring Road, Suite 522, Rocky Hill, CT acting by Kirk Springsted, its Vice President, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, CT, acting by Donald Casella, its Contract Team Leader, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated May 1, 2004 for Custodial Services, as amended on February 1, 2016 (the "Agreement"); and

WHEREAS, the Agreement has been supplemented several times to reflect various administrative changes; and

WHEREAS, the parties amended the Agreement on February 1, 2016 to amend and restate the Agreement; and

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

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

1. Section 1 "Definitions" is hereby deleted and replaced with:
 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, unmaturred, 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.

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

2. Section 4 "Price Schedule, Payment Terms and Billing, and Price Adjustments" is hereby deleted and replaced with:
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) Minimum Wage: 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 wage costs as a result of changes to the minimum wage rate. Upon receipt and verification of Contractor's documentation, DAS shall adjust Exhibit B, Price Schedule accordingly through a supplement to this Contract. In addition to paying the Contractor according to the adjusted Exhibit B, Price Schedule, the Client Agency shall reimburse Contractor for the amount of its increase in wage costs over a look back period not to go beyond July 1st of the current fiscal year in which Contractor submits increased labor cost documentation.
 - (d) Standard Wage: The Contractor shall comply with all provisions of Section 31-57f of the Connecticut General Statutes concerning standard wages. Current standard wage rates are included in Exhibit D, Price Schedule. Notwithstanding any language regarding Contractor price increases, the Price

Schedule will be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. Exhibit D, Price Schedule, however, will not be adjusted to reflect new standard wage rates and not made effective until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate. Upon receipt and verification of Contractor's documentation, DAS shall adjust Exhibit D, Price Schedule accordingly through a supplement to this Contract. In addition to paying the Contractor according to the adjusted Exhibit D, Price Schedule, the Client Agency shall reimburse Contractor for the amount of its increase in wage costs over a look back period not to go beyond July 1st of the current fiscal year in which Contractor submits increased labor cost documentation.

(e) Price Adjustments:

No price increases are allowed under this Contract.

3. Section 31 of the Agreement "Executive Orders" is hereby deleted and replaced with the following:

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.

4. The following is added as a new Section 60 to the Agreement entitled, "Entirety of Contract".

Documents Incorporated Into the Contract All Exhibits and their attachments referred to in and attached to this Contract and the forms SP-26 and SP-38 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.

5. The following is added as a new Section 61 to the Agreement entitled, "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.

6. 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.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Connecticut Community Providers Association

State of Connecticut
Department of Administrative Services

By: _____

By: _____

Kirk Springsted
Vice President

Donald Casella
Contract Team Leader

Date: _____

Date: _____

CONTRACTOR NAME:		Connecticut Community Providers Association, Inc.	
DELIVERY:		PROMPT PAYMENT TERMS:	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
--------	--	-----------------	-------------

Supplement 9	Minimum Wage increase from Jan 2014 and Jan 2015	In-Season Per Month	\$5,149.47
--------------	--	---------------------	------------

1. In-Season Services:

Per Month

~~\$5,010.48~~

Memorial Day through Labor Day inclusive
Seven (7) days per week (Sunday through Saturday)
8:00 a.m. through 6:00 p.m.

DAILY TASKS			
A	Dust Mop and Wash all Quarry Style Tile Floors	N	Clean all Furniture
B	Empty and Clean Trash Receptacles	O	Metal Surfaces
C	Clean Cigarette Receptacles	P	Sweep Daily
D	Dust Furniture	Q	Walk-Off Mats
E	Dust Interior Surfaces	R	Light Bulbs
H	Glass Doors – Interior and Exterior	U	Flags
K	Spot Clean	V	Propane Tank
L	Clean Rest Rooms	X	Portable Toilets
M	Refill Dispensers		
NOTE	Daily Tasks are done multiple times during the shift.		
WEEKLY TASKS			
F	Machine Scrub all Quarry Style Tile Floors		
G	Wash Walls and Partitions		
I	Dust Light Fixtures		
S	Exterior and Interior Windows		
MONTHLY TASKS			
J	Wash Light Fixtures		
T	Clean ceiling vents		

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
--------	--	-----------------	-------------

2. **Off-Season Services:** **Per Month** **\$3,169.26**

Day after Labor Day through the Day before Memorial Day
Four (4) days per week (Thursday, Friday, Saturday and Sunday)
8:00 a.m. through 4:00 p.m.

Price includes: Calcium Pellets @\$250 per season, or \$27.78 per month

DAILY TASKS			
A	Dust Mop and Wash all Quarry Style Tile Floors	N	Clean all Furniture
B	Empty and Clean Trash Receptacles	O	Metal Surfaces
C	Clean Cigarette Receptacles	P	Sweep Daily
D	Dust Furniture	Q	Walk-Off Mats
E	Dust Interior Surfaces	R	Light Bulbs
H	Glass Doors – Interior and Exterior	U	Flags
K	Spot Clean	V	Propane Tank
L	Clean Rest Rooms	W	Winter Snow Procedures
M	Refill Dispensers	X	Portable Toilets
NOTE	Daily Tasks are done multiple times during the shift.		
WEEKLY TASKS			
F	Machine Scrub all Quarry Style Tile Floors		
G	Wash Walls and Partitions		
I	Dust Light Fixtures		
S	Exterior and Interior Windows		
MONTHLY TASKS			
J	Wash Light Fixtures		
T	Clean ceiling vents		
MONDAY, TUESDAY and WEDNESDAY TASKS 8 AM to 10 AM			
B	Empty and Clean Trash Receptacles		
P	Sweep Daily		
W	Winter Snow Procedures		
X	Portable Toilets		

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
--------	--	-----------------------	-------------

3. Price Adjustment: \$16.20 Price per Hour

This is an hourly rate that will be used as either a deduction or an addition from the In-Season or Off-Season monthly price – or – can also be used for additional work that may not have been included under the specified monthly tasks should a

CONTRACT SUPPLEMENT
SP-37 - Rev. 4/28/14
Prev. Rev. 3/12/14

Melissa Marzano
Contract Analyst

860-713-5051
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Due Date:

23 April 2004

SUPPLEMENT DATE:

14 July 2015

CONTRACT AWARD SUPPLEMENT #9

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

DESCRIPTION: Custodial Services for the Department of Transportation's Westbrook Tourist Information Center

FOR: Department of Transportation		TERM OF CONTRACT: May 1, 2004 through in accordance with C.G.S. 4a-82 as amended to Public Act 13-227.	
		AGENCY REQUISITION NUMBER: 2222222	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
	\$11,802.45 (Est.)		\$11,802.45 (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: **Connecticut Community Providers Association**

Company Address: **35 Cold Spring Rd, Rocky Hill, CT 06067**

Tel. No.: **860-257-7909**

Fax. No.: **860-257-7777**

Contract Value: **\$476,424.19 (Est.)**

Contact Person: **Kirk Springsted**

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

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

Agrees to Supply Political Sub-Divisions: **No**

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

PLEASE NOTE:

- The purpose of this supplement is to allow for an increase in the Minimum Wage rates from January 1, 2014 and January 1 2015. New monthly cost effective January 31, 2015. A revised Exhibit B – Price Schedule follows.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **DON CASELLA**

Title: Contract Team Leader

Date:

PRICE SCHEDULE SP-16 Rev. 05/08 Prev NEW. 5/07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	CONTRACT NO 04PSX0079
Contract Analyst: Melissa Marzano		
Telephone Number: (860) 713-5051	Supplement 9 Revised PRICE SCHEDULE	
Custodial Services DOT Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66) Westbrook, CT 06498		CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	

Supplement 9 – Minimum Wage Increases from Jan 2014 and January 2015

\$5,149.47 Price per Month

1. In-Season Services: ~~\$5,010.48 Price per Month~~

Memorial Day through Labor Day inclusive
Seven (7) days per week (Sunday through Saturday)
8:00 a.m. through 6:00 p.m.

DAILY TASKS			
A	Dust Mop and Wash all Quarry Style Tile Floors	N	Clean all Furniture
B	Empty and Clean Trash Receptacles	O	Metal Surfaces
C	Clean Cigarette Receptacles	P	Sweep Daily
D	Dust Furniture	Q	Walk-Off Mats
E	Dust Interior Surfaces	R	Light Bulbs
H	Glass Doors – Interior and Exterior	U	Flags
K	Spot Clean	V	Propane Tank
L	Clean Rest Rooms	X	Portable Toilets
M	Refill Dispensers		
NOTE	Daily Tasks are done multiple times during the shift.		
WEEKLY TASKS			
F	Machine Scrub all Quarry Style Tile Floors		
G	Wash Walls and Partitions		
I	Dust Light Fixtures		
S	Exterior and Interior Windows		
MONTHLY TASKS			
J	Wash Light Fixtures		
T	Clean ceiling vents		

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	CONTRACT NO 04PSX0079
	Revised PRICE SCHEDULE	CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	

2. Off-Season Services: \$3,169.26 Price per Month

Day after Labor Day through the Day before Memorial Day
 Four (4) days per week (Thursday, Friday, Saturday and Sunday)
 8:00 a.m. through 4:00 p.m.

Price includes: Calcium Pellets @\$250 per season, or \$27.78 per month

DAILY TASKS			
A	Dust Mop and Wash all Quarry Style Tile Floors	N	Clean all Furniture
B	Empty and Clean Trash Receptacles	O	Metal Surfaces
C	Clean Cigarette Receptacles	P	Sweep Daily
D	Dust Furniture	Q	Walk-Off Mats
E	Dust Interior Surfaces	R	Light Bulbs
H	Glass Doors – Interior and Exterior	U	Flags
K	Spot Clean	V	Propane Tank
L	Clean Rest Rooms	W	Winter Snow Procedures
M	Refill Dispensers	X	Portable Toilets
NOTE	Daily Tasks are done multiple times during the shift.		
WEEKLY TASKS			
F	Machine Scrub all Quarry Style Tile Floors		
G	Wash Walls and Partitions		
I	Dust Light Fixtures		
S	Exterior and Interior Windows		
MONTHLY TASKS			
J	Wash Light Fixtures		
T	Clean ceiling vents		
MONDAY, TUESDAY and WEDNESDAY TASKS			
8 AM to 10 AM			
B	Empty and Clean Trash Receptacles		
P	Sweep Daily		
W	Winter Snow Procedures		
X	Portable Toilets		

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	CONTRACT NO 04PSX0079
	Revised PRICE SCHEDULE	CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	

3. Price Adjustment: \$16.20 Price per Hour

This is an hourly rate that will be used as either a deduction or an addition from the In-Season or Off-Season monthly price – or – can also be used for additional work that may not have been included under the specified monthly tasks should a need arise

CONTRACT SUPPLEMENT
 SP-37 - Rev. 4/28/14
 Prev. Rev. 3/12/14

Melissa Marzano
 Purchasing Assistant

860-713-5291
 Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Due Date:

23 April 2004

SUPPLEMENT DATE:

01 February 2015

CONTRACT AWARD SUPPLEMENT #8

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

DESCRIPTION: Custodial Services for the Department of Transportation's Westbrook Tourist Information Center

FOR: Department of Transportation		TERM OF CONTRACT: May 1, 2004 through in accordance with C.G.S. 4a-82 as amended to Public Act 13-227.	
		AGENCY REQUISITION NUMBER:	
CHANGE TO IN STATE (Non-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
NA	\$187,621.74(Est.)	NA	\$187,621.74(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: **Connecticut Community Providers Association, Inc. (CCPA)**

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

Tel. No.: **860-257-7909**

Fax. No.: **860-257-7777**

Contract Value: **\$464,621.74(Est.)**

Contact Person: **Kirk Springsted**

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

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

Agrees to Supply Political Subdivisions: **No**

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

PLEASE NOTE:

- Supplement 8 issued to reflect a contract second amendment agreement.
- Section 33 of the Agreement is updated.
- Section 59 is added to the Agreement and entitled, "Emergency Standby for Goods and/or Services".
- Section 60 is added to the Agreement and entitled, "Exhibits".
- "Exhibit A - Supplement 6 Revised Specifications" is hereby deleted and replaced with the attachment titled "Exhibit A - Supplement 8 Revised Specifications".
- "Exhibit B - Price Schedule" is hereby deleted and replaced with the attachment titled "Exhibit B - Supplement 8 Revised Price Schedule".
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Name: **MELISSA MARZANO**

Title: Purchasing Assistant

Date:

DEPARTMENT OF ADMINISTRATIVE SERVICES

By: _____

Name: **DON CASELLA**

Title: Contract Team Leader

Date:

SECOND AMENDMENT AGREEMENT
TO
CONTRACT NO. 04PSX0079 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC.
FOR
CUSTODIAL SERVICES FOR DOT'S WESTBROOK TOURISM INFORMATION CENTER

This second Amendment Agreement (the "Amendment") is made as of the 01 day of February, 2015, by and between Connecticut Community Providers Association, Inc. (the "Contractor"), with a principal place of business at 35 Cold Spring Road, Suite 522, Rocky Hill, CT acting by Kirk Springsted, its Vice President, duly authorized, and the State of Connecticut, Department of Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford, CT, acting by Carol Wilson, its Director, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the State and the Contractor entered into an agreement dated May 1, 2004 for Custodial Services, as amended on September 19, 2013 (the "Agreement"); and

WHEREAS, the Agreement has been supplemented several times to reflect various administrative changes; and

WHEREAS, the parties amended the Agreement on September 19, 2013 to amend and restate the Agreement; and

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

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

1. The following is added as a new Section 59 to the Agreement entitled, "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.

2. The following is added as a new Section 60 to the Agreement entitled, "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.

3. Section 33 of the Agreement "Non-Discrimination" is hereby deleted and replaced with the following:

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.
4. Exhibit A of the Agreement's Supplement 6 entitled "Exhibit A Supplement 6 - Revised Specifications" is hereby deleted and replaced with the attachment to this Amendment entitled "Exhibit A – Supplement 8 Revised Specifications".
 5. Exhibit B of the Agreement entitled "Exhibit B – Price Schedule" is hereby deleted and replaced with the attachment to this Amendment entitled "Exhibit B – Supplement 8 Revised Price Schedule".
 6. All other terms and conditions not otherwise affected by this Amendment shall remain in full force and effect.

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

Connecticut Community Providers Association

State of Connecticut
Department of Administrative Services

By: _____

By: _____

Kirk Springsted
Vice President

Donald Casella
Contract Team Leader

Date: _____

Date: _____

State of Connecticut
Department of Administrative Services

By: _____

Melissa Marzano
Purchasing Assistant

State of Connecticut
Department of Administrative Services

By: _____

Carol Wilson
Director of Procurement

Date: _____

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

1. Scope:

The Contractor shall provide custodial services as described in this Exhibit A (the “Services”) for the Department of Transportation’s (ConnDOT) Westbrook Rest Area located at Interstate Route 95 Northbound, between exits 65 and 66 (the “ Facility”).

2. Service Required:

In Season:

Service is required (Memorial Day through Labor Day inclusive), seven (7) days per week (Sunday through Saturday), 8:00 a.m. through 6:00 p.m.

Off Season:

Service is required (Day after Labor Day through Day before Memorial Day) four (4) days per week (Thursday, Friday, Saturday, and Sunday), 8:00 a.m. through 4:00 p.m.

Westbrook rest area is not open to the public on Monday, Tuesday and Wednesday. The Contractor shall clean the rest area’s exterior portable toilets, pick up litter, empty trash receptacles and when weather conditions require, perform snow removal in accordance with task W for a total of two (2) hours each day. When the snow removal task necessitates a person remaining on site for longer than the expected two (2) hour duration, the additional time will be paid for in accordance with the price adjustment hourly rate; on Exhibit B.

3. Subcontracting:

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

4. Agency Contact:

The agency contact is Mr. Jeffrey Stewart, ConnDOT Director of Concessions, who can be contacted at 860-594-2577, between the hours of 8:30 a.m. and 5:00 p.m. Jeff Stewart or his successor will be the on-site representative of ConnDOT regarding the day-to-day Contract administration. Contact for after hour emergencies will be via the Connecticut DOT Highway Operations Center at (860) 594-3447.

5. Contractor Contact:

The Contractor shall provide a contact person and a telephone number that the person can be reached anytime, 24 hours a day, 365 days for emergencies.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

6. Attendance Verification:

The Contractor shall provide to ConnDOT for their review and approval the procedure they will use to track arrival and departure times of their staff. Proof of attendance shall be submitted to ConnDOT electronically each month.

7. Employee Qualifications:

It is required that all Contractor employees be able to communicate in the English Language with both the public and volunteers that staff the Facility. ConnDOT shall be the sole judge of employee qualifications.

8. Uniforms and Badges:

Contractor's employees shall wear uniform shirt with lettering at least one (1) inch high that reads "WESTBROOK REST AREA" on front over pocket and a name tag. There will be a deduction of fifty dollars (\$50.00) per day, for any day when shirts are not worn.

9. Keying:

No keys issued by ConnDOT shall be duplicated by the Contractor. The Contractor shall maintain and have available at all times for inspection by ConnDOT, a key log of all keys issued. The Contractor shall maintain control over key issuance and collection so that none will be removed or taken from the building except by authorized personnel that are designated by the Contractor to ConnDOT. All keys are to be returned to ConnDOT at the expiration of the contract. A twenty-five dollars (\$25.00) charge will be levied against the Contractor for each broken or lost key.

Any assessment of damages that are imposed upon the Contractor shall be paid by the Contractor's issuance of a check payable to Treasurer, State of Connecticut.

The Contractor shall reimburse ConnDOT for all expenses incurred to re-key doors affected by a loss of keys that have been assigned to the Contractor and/or his personnel.

10. Security Policy and Procedures:

The Facility is staffed by a person representing the Department of Economic and Community Development's Division of Tourism, but on any given day this person may not be present. The Contractor is responsible for securing the Facility when they are the last one to leave the Facility. There will be times when the Contractor shall unlock and open the Facility in the morning. The Contractor must have the building key in his / her possession and be ready to open or secure the Facility.

11. Winter Season Procedures:

During the winter heating season it is necessary to implement special procedures. Failure to follow these procedures may result in frozen water lines, wasteful energy usage, and no heat due to lack of fuel (propane). The last person leaving the Facility must ensure these procedures are implemented each time the Facility is closed:

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

1. Wedge open both bathroom doors to allow for heat circulation.
2. Close and lock the boiler room. This will minimize the potential for a fire to spread through the Facility.
3. Set the thermostat in the facility to 55 degrees.
4. Confirm all exterior doors are locked, while gathering supplies to perform tasks W, X, P and B.

12. Employees:

Contractor will hire only employees with good character and technical knowledge of their duties to properly conduct the Services.

The Contractor must supply personnel trained in the performance of tasks required by this Contract and familiarize all employees with the requirements unique in working in and around a transportation Facility, including ConnDOT Security Regulations.

The Contractor shall be responsible for the proper personal conduct of all its personnel while present at the Facility. The Contractor agrees to remove any employee whose conduct ConnDOT feels is detrimental to its best interest, the best interest of the general public, or occupants.

The Contractor shall furnish identification badges which are to be worn by all its employees while at the Facilities.

13. Job Task Progress / Inspection Sheet:

The Contractor shall provide a job task progress/inspection sheet detailing the tasks, staff, time in/time out, and the personnel present. This document shall be approved for use by ConnDOT. This progress/inspection sheet will be posted at the supply area and shall be updated daily by Contractor's staff.

14. Inspection:

Periodic, random, unannounced inspections will be made by ConnDOT and/or its representatives to inspect the Services performed. All deficiencies will be shared electronically with the Contractor for their review. The Contractor will electronically confirm receipt and completion of the deficiencies within one week from the date of the inspection.

If a deficiency is deemed an emergency situation by the inspector that requires immediate corrective action, a call will be placed to "Contractor Contact" contact number supplied to ConnDOT by the Contractor and the Contractor will have two (2) hours to respond to the Facility to resolve any emergency issues or deficiencies found.

For deficiencies that are not deemed to be an emergency, the Contractor will have twenty-four (24) hours to reply with a plan of action and timeframe to resolve the issue. This action will be followed up electronically and require attention within twenty-four (24) hours or the end of the next day that the

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

Facility is open to the public. Three (3) consecutive inspection reports containing the same issue will result in a required onsite meeting to review the issue or issues not being performed to the standards set forth in the contract. Should this meeting not result in resolving the issue, subsequent reports containing the same issue will be deemed as poor performance and/or non-compliance and will result in consideration for monetary damages; refer to Section 24, "Assessment of Damages".

15. State Equipment:

The Contractor or its employees may not use State telephones or any other equipment such as computers, fax machines, or any other electronic equipment.

16. Supplies, Equipment and Materials:

The Contractor's shall provide all consumable supplies for dispensers currently installed, including hand sanitizer station at no additional cost.

Consumable Materials and Supplies: These include but may not be limited to; trash receptacle liners, sanitary napkins, and toilet paper. Paper consumables shall meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency.

No supplies shall be used that are designated harmful to persons, the facility, or the environment.

17. Equipment:

The Contractor shall furnish a listing of the equipment they will be utilizing with this contract. 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 are the responsibility of the Contractor and must be complied with. The Contractor shall submit a copy of his Fall- Protection Plan for DAS and ConnDOT files.

All equipment must be currently manufactured and in good operating condition (UL approved) and physical appearance. All equipment is subject to ConnDOT approval. All equipment must be compatible with the flooring material and surfaces. All wheels shall be of a type that will not mar or damage flooring. ConnDOT reserves the right to assess the Contractor fifty (\$50.00) dollars per day penalty for each piece of equipment that is deemed inoperable or not available.

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. Propane buffers are not allowed.

Equipment or tools to be used on this contract must be provided in the quantities needed with the minimum quantity as one (1) and shall meet the requirements of the work and produce a satisfactory quality of work. ConnDOT may order the removal and require replacement of any unsatisfactory equipment. Required equipment, tools, and supplies left on-site include:

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

1. Plastic or stainless steel mopping pail with a wringer.
2. Short-handle duster with removable head and treated dusting cloth.
3. Putty scraper.
4. Small scrub brush.
5. Small plastic funnel.
6. 8 ounce plastic measuring cup.
7. Supply of clean cloths (low lint).
8. Plastic spray bottle with glass cleaner.
9. Gallon of detergent concentrate with jug pump.
10. Gallon cleaner, disinfectant-concentrate, with jug pump.
11. Plastic spray bottle with cleaner disinfectant solution.
12. Plastic spray bottle for clear water (left empty when not being used).
13. Lotion-type cleanser.
14. Metal polish.
15. Furniture polish.
16. Blind dusters and brushes.
17. Metal can for ashtray disposal.
18. Dust pan and counter broom.
19. Wet mop, non-carpeted floors are in the assigned area.
20. Dust mop, non-carpeted floors are in the assigned area.
21. Vacuums must have crevice tool and beater bar.
22. Graffiti removal chemicals.
23. Stepladders and other ladders as needed marked with company name to access light bulbs and high dusting.
24. "Caution" and "Wet Floor" signs.
25. Snow shovel
26. Ice chopping device
27. Ice Melt Spreader
28. Container with lid for opened ice melt

18. Materials:

- A. Contractor shall use cleaning products that comply with the provision of Conn. Gen. Stat. Section 4b-15a" which shall be "Green Seal" and/or certified EcoLogo "greenproducts." Greenproducts 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 shall be subject to review and approval by the State. 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

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

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.

- B. Any materials used not specifically identified in this contract are subject to the approval of ConnDOT.
- C. The Contractor shall furnish and install all necessary liquid hand soap as required for all dispensers. Any repairs, replacement, or unclogging of the dispensers is the Contractor's responsibility. Replacements must be with approved equal materials. All sinks that do not have a dispenser must have one installed by the cleaning Contractor. Hand sanitizer units are the responsibility of the Contractor. They must be checked on a daily basis and filled when necessary. Contractor to supply all deb/SBS Aero Instant Free Foaming Hand Sanitizer Fragrance-free and Dye-free.
- D. The Contractor shall use only materials that are labeled and identifiable by brand name. No materials, treatment, or procedure shall be used on any floor or stairway that will cause or contribute to the floor or stairway surface being slippery or unsafe to walk upon in all kinds of weather under normal use.
- E. The Contractor is responsible to provide and maintain a number of walk-off mats as described in "Section 27, Task Specifications; Q. Walk-off Mats".
- F. Material Safety Data Sheets must be supplied and kept current for all supplies and items brought into the facility. The Contractor must keep a set and forward a set to ConnDOT's contact person.

19. Supply Distribution:

Paper products, toilet tissue, and trash liners must be installed to ensure an adequate supply for the next day. If the Contractor fails to comply with these or similar requirements, ConnDOT will promptly notify the Contractor to correct the problem(s). When ConnDOT corrects a problem or situation, the Contractor will be assessed a minimum one hundred dollars (\$100.00) charge per occurrence.

20. Compliance with Environmental Regulations:

The Contractor shall be fully responsible for compliance with all environmental regulations and policies. This includes ensuring that the toilets in the building connected to the septic system are the only acceptable place to dispose of any water, cleaning chemicals, or other products that were used in building cleaning. Under no circumstances should anything be dumped outside on the ground or in catch basins.

21. Trash and Recyclable Material Collection:

Trash, recyclable collection, breakdown of boxes and removal by the Contractor to the various on-site dumpsters or holding areas is included in the Services. Trash collection and removal from the Facility is not a requirement of this contract.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

22. Schedule:

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

23. Performance Monitoring:

ConnDOT and DAS will monitor the performance of the Contractor. After receipt of a Vendor Performance Report, each specific incident will be addressed as follows:

The first incident report of a specific requirement within an evaluation period will produce the DAS-Procurement Contract Specialist to investigate a formal complaint regarding contractual breaches or poor performance issues for the purpose of validating such complaints. After the first validated report of poor performance or noncompliance, the Contractor will be given a reasonable opportunity to cure the performance and compliance issues.

A second validated incident report of poor performance or noncompliance of the same specific requirement within an evaluation period may result in a conference involving the contract vendor, the ConnDOT and DAS Procurement Services. The Contractor will then be given a second opportunity to cure poor performance and compliance issues.

A third validated incident report of poor performance or noncompliance complaint of the same specific requirement within an evaluation period may result in termination of the contract. DAS will employ another Contractor to fulfill the requirements of the contract. The terminated Contractor shall be liable to the State of Connecticut for all additional costs incurred as a result of the termination.

In the event of termination, all keys, drawings, plans, sketches and all specifications, any data pertaining to the contract supplied by ConnDOT/State, along with any unused material supplied, the Contractor must deliver to the State upon demand.

For purposes of this agreement, an “evaluation period” is defined as three (3) consecutive months, after the first incident. Specific incidents from one (1) evaluation period may not extend into another evaluation period. After two (2) consecutive evaluation periods, ConnDOT may review the results of the Contractor’s performance and may, at ConnDOT’s option, revise the length of the evaluation period.

Instructions to the agency on where to find the Vendor Performance Report:

Go to the DAS-Procurement Services website: www.biznet.ct.gov/AccountMaint/Login.aspx

ConnDOT and the Contractor must “create an account.” Follow instructions to create an account on the website address listed above. If you are not new, login and follow prompts to complete the report.

In the event that the contract award has been terminated, the awarded Contractor will complete all Services currently underway, and ConnDOT will make payments for all Services rendered and completed.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

24. Assessment of Damages:

In the event that the Contractor provides unsatisfactory service(s) or fails to comply with the specifications which has to be remedied by the use of State forces or by the use of other Contractors; ConnDOT will assess the Contractor the full amount expended to correct the deficiencies.

If Contractor fails to attend all scheduled meetings, then the Contractor may be liable for monetary damages, as determined by DAS Procurement Services, payable to Treasurer, State of Connecticut or ConnDOT may authorize a deduction from payment due to the Contractor.

In the event the Contractor and/or its Contractors' performance and/or equipment is not in proper working condition, causing delays in the performance of services rendered, the State reserves the right to negotiate and assess damages. The negotiation of damages will be discussed by all parties. Final determination will be made by DAS-P Services.

25. Termination for Default:

Refusal or failure of the contractor to satisfactorily comply with all the provisions of the Contract or to perform the required services in a manner satisfactory to ConnDOT shall give ConnDOT the right to terminate this contract and the right to deduct from any payment that may be due or may become due to the contractor all costs and charges incurred by ConnDOT by reason such failure of noncompliance or nonperformance. Notice of termination will be made in writing five (5) days prior to the termination date. In the event of termination, all keys, drawings, plans, sketches and all specifications, estimates measurement and data performing to the Contract and any unused material supplied by ConnDOT must be delivered to ConnDOT upon demand.

26. Equipment Storage:

ConnDOT will provide limited space at the Facility for the storage of equipment and cleaning products related to this contract. An outside storage shed has some space that the Contractor may use; however, this is not a tightly sealed building, so care must be exercised as pests may be present. 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.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

CLEANING PROVISIONS

27. Task Specifications:

The following task descriptions are the minimum standards for execution of the Services. The frequency of the task is listed in Section 29, "Maintenance Task Schedule". These descriptions will be referred to on the Proposal Schedule (Exhibit B) by letter designator.

- A. Dust Mop and Wash all Quarry style Tile Floors:** Remove, clean, and then replace objects not permanently affixed to floor. Wash using disinfectant solution changing water frequently. An adequate number of "Caution" and "Wet Floor" signs must always be used to inform the public when any floor is being maintained or is wet.

- B. Empty and Clean Trash Receptacles:** Contractor shall empty all trash receptacles. Liners shall be replaced daily. All trash must be bagged and secured/tied before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be maintained 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 cleaned and odor-free then 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.

- C. Clean Cigarette Receptacles:** Contractor shall empty, clean and refill sand (where applicable) in cigarette receptacles and police/sweep area to remove all butts.

- D. Dust Furniture:** Wipe all furniture clean 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).

- E. Dust Interior Surfaces:** Dust all Facility surfaces such as rails, ledges, windowsills, partitions, blinds, vents, baseboards, etc. Wash clean where necessary.

- F. Machine Scrub all Floors:** First remove all objects not permanently attached to floor, and then machine scrub with multiple rinses. This may need to be done in sections, and then replace objects. "Caution" and "Wet Floor" signs must always be used when any floor is being maintained or is wet.

- G. Wash Walls and Partitions:** Clean with suitable cleaner and/or detergent all walls and partitions. Clean and polish (with suitable material) all bright work, etc. Vacuum cloth covered partitions.

- H. Glass Doors – Interior and Exterior:** All glass on all doors, including office and corridor sidelights and vestibules, to be washed clean including interior and exterior surfaces. All drippings to be wiped clean and dry.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

- I. **Dust Light Fixtures:** All light fixtures are to be dusted with a suitably treated cloth or duster. Also open, clean, and remove dead bugs and wipe clean lens with cloth.
- J. **Wash Light Fixtures:** All fluorescent and incandescent light fixtures, diffusers, bulbs, and light panels are to be washed with a suitable liquid cleaning agent and the rinsed.
- K. **Spot Clean:** Perform the standard cleaning functions not specifically listed but necessary to maintain a satisfactory level of cleanliness. 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, and daily cleaning and disinfecting of the water fountain.
- L. **Clean Rest Rooms:** This must be done as use/conditions warrant, multiple times per day.
 - 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, 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. Pour water/disinfectant solution into all floor drains.
- M. **Refill Dispensers:** Stock all sanitary product machines with product as needed, but at least daily. All repairs, supplies, product purchase money collections or shortages are the vendor's responsibility. (It is noted that the money collected from this product machine is retained by the Contractor).
- N. **Clean all Furniture:** To wash clean with a suitable cleaner all furniture, chairs, tables, receptacles, microwaves, and refrigerators.
- O. **Metal Surfaces:** All metal surfaces around doors, windows, and all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, pillars, doors, water fountains, etc. Polish all bright work and metal.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

- P. Sweep Daily:** Sweep and remove litter from all outside walk areas, entrance ways, picnic areas, gazebo, and lawn areas within 150 feet of both structures. Water all floral planters as needed.
- Q. Walk-off Mats:** Vacuum all entrances areas and walk-off mats. Roll up mats and shake out daily, and then sweep and wash under mats. Mats are to be exchanged with freshly cleaned mats every two (2) weeks.

Note: Mats to be supplied and put in place by the Contractor

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

LOCATION	COLOR	QUANTITY	SIZE
One at each entrance door	Dark Blue	2	4' x 6'

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 two mats because of weather conditions at no additional cost to the State.

- R. Light Bulbs:** Replace all burnt out bulbs inside the building. Contractor will use his/her own ladder to replace all burnt out light bulbs. Bulbs will be supplied by the state. 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 a ConnDOT 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.
- S. Exterior and Interior Windows:** Wash exterior and interior of all outside windows. Windows must be washed with a squeegee using scaffolding or ladders as necessary. All OSHA Fall-Protection Requirements must be followed. All blinds, screens or other covering to be removed and replaced by Contractor.
- T. Clean Ceiling Vents:** Routinely clean all ceiling vents to keep them free of dust, dirt and soot with a suitable cleaner. Vacuum the ceiling tiles within two (2) feet of all vents.
- U. Flags:** Raise and lower flags and store daily on days that the building is opened; and manages flag status as applicable.
- V. Propane Tank:** Check propane levels daily and report quantities of less than ¼ tank to:
 ConnDOT
 East Lyme Regional Office
 Henry A. Granger, Jr. - Maintenance Supervisor
 Phone: (860) 739-7818
 Fax: (860) 739-0175

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

W. Winter Snow Event Procedures:

1. Provide hand shoveling of snow removal for the front sidewalk and entryway to allow patrons an unimpeded path to safely access the building, handicapped ramp to the pavilion, the back sidewalk and an unimpeded path to the portable toilets from the sidewalk and roadway.
2. Furnish and apply 100% calcium ice pellets on the areas listed on line item 1 (above).
3. Refer to section 11, "Winter Season Procedures." to prevent water line freezing.
4. The Contractor will be allowed to bill ConnDOT with the current in price adjustment hourly rate; referenced in Exhibit B for extra hours over and above the assumed two (2) hour standard if for performing snow removal plus tasks "B", "P" and "X" takes more than two (2) hours to complete the task associated with the "Winter Snow Event Procedures" due to the severity of the storm (in excess of a 4" snow fall).

- X. Portable Toilets:** Completely clean and stock with toilet paper all portable toilets, with the last cleaning done during the last hour of the shift. This cleaning is to include floor, walls, and seats. This will need to be done multiple times per shift. Refill sanitizers when needed.

28. Frequency of Cleaning Duties Required:

The Exhibit B "Price Schedule" pages list the frequency for performing the specific duties required.

29. Maintenance Task Schedule

In-Season Services:

Memorial Day through Labor Day (inclusive)
Seven (7) days per week (Sunday through Saturday)
8:00 a.m. through 6:00 p.m.

- Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, X)
- Weekly Tasks: (F, G, I, S)
- Monthly Tasks: (J, T)

Note: Daily Tasks are done multiple times during the shift, as needed.

Off-Season Services:

The day after Labor Day through the day before Memorial Day
Four (4) days per week, Thursday, Friday, Saturday, Sunday
8:00 a.m. through 4:00 p.m.

- Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
- Weekly Tasks: (F, G, I, S)
- Monthly Tasks: (J, T) Monday, Tuesday and Wednesday 8:00 am to 10:00am Tasks "B", "P", "W" and "X" (when conditions require) **Note:** Daily Tasks are done multiple times during the shift, as needed.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

30. Additional Work:

There may be additional tasks required that were not specified or anticipated. The Contractor shall, for those tasks, submit a written proposal. ConnDOT shall review these additional charges, and if in accordance with previously bid hourly rates, shall request that DAS-Procurement Services incorporate them into the contract through an appropriate supplement.

31. Pricing:

ConnDOT needs to have pricing in several different formats in order to accommodate various budget scenarios and may need to change the specification hours based on various considerations. The following prices are requested:

1. In-Season monthly price (Memorial Day through Labor Day inclusive) seven (7) days per week, Sunday through Saturday, 8:00 a.m. through 6:00 p.m. with one-half (½) hour unpaid lunch.
2. Off-Season monthly price (Day after Labor Day through the Day before Memorial Day) four (4) days per week (Thursday, Friday, Saturday and Sunday), 8:00 a.m. through 4:00 p.m. with one-half (½) hour unpaid lunch.
3. A monthly price for two (2) hours per day labor to perform Tasks “B”, “P”, “W” and “X” (when conditions require) and “X” on Monday, Tuesday and Wednesday during the off season.
4. Price Adjustment – In the event that ConnDOT increases or decreases the amount of this Contract or to perform additional Services (including that which may be necessary to complete snow removal on non-working days during the off season); please provide an hourly rate (same rate to be used for either additional work or deleted work) that ConnDOT would use to increase or decrease hours.

32. Penalties:

1. Should the employee not be in a uniform as described in the “Uniforms and Badges” clause, the Contractor will be assessed fifty dollars (\$50.00) penalty per day.
2. If ConnDOT has deficiencies corrected via the hiring of another Contractor or by use of State employees, the awarded Contractor will be assessed the amount charged/paid out by ConnDOT. If Contract is cancelled because the Contractor fails to perform satisfactorily, ConnDOT may re-award or re-bid the Contract.
3. Additional costs and expenses incurred in re-awarding the contract may be assessed against the original Contractor as a penalty for their negligence, for the remainder of the Contract period.
4. A twenty-five dollars (\$25.00) charge will be levied against the Contractor for each broken or lost key.
5. ConnDOT reserves the right to assess the Contractor fifty dollars (\$50.00) penalty per day for each piece of equipment that is deemed inoperable.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

6. Should the Contractors' employee not be on the job site when ConnDOT make periodic checks, there will be a fifty dollars (\$50.00) penalty per occurrence, plus a deduction for hours not worked.
7. Should the Contractor not have adequate cleaning supplies or paper products or the facility be left with any empty dispensers, there will be a one hundred dollars (\$100.00) charge per occurrence.
8. Should the Contractor's employee not be on the job site at the designated starting time, there will be a fifty dollars (\$50.00) penalty per occurrence, plus the hourly contract rate of the time of no-service will not be paid. ConnDOT will then make one (1) phone call to a number given to ConnDOT by the Contractor. After making a phone call to the number provided by the Contractor (even if not answered) and the Contractor does not have an employee on site within two (2) hours, there will be an additional two hundred-fifty dollars (\$250.00) penalty, plus a deduction of anytime not worked.

33. Standard Wage Rates:

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Department of Labor. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

34. Purchase Orders:

Questions concerning purchase orders are to be directed to ConnDOT Processing Unit at 860-594-2070.

35. Invoices and Payments:

ConnDOT's Accounts Payable Unit through the State of Connecticut's Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and the time and period covered.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.

Exhibit A Supplement 8 – Revised Specifications
Custodial Services for Department of Transportation
Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

- 9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
- 10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices 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 noted above.

36. Abbreviations:

ConnDOT -	State of Connecticut Department of Transportation
F.E.I.N. -	Federal Employee Identification Number
DOL -	State of Connecticut Department of Labor
OSHA -	United States Occupational Safety and Health Administration
DAS -	State of Connecticut Department of Administrative Services
CGS	Connecticut General Statute

PRICE SCHEDULE SP-16 Rev. 05/08 Prev NEW. 5/07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B		CONTRACT NO 04PSX0079
Purchasing Assistant: Melissa Marzano			
Telephone Number: (860) 713-5291	Supplement 8 Revised PRICE SCHEDULE		
Custodial Services DOT Westbrook Rest Area Route I-95 (Northbound, Exits 65 & 66) Westbrook, CT 06498		CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)	
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES		

1. In-Season Services: \$5,010.48 Price per Month

Memorial Day through Labor Day inclusive
 Seven (7) days per week (Sunday through Saturday)
 8:00 a.m. through 6:00 p.m.

DAILY TASKS			
A	Dust Mop and Wash all Quarry Style Tile Floors	N	Clean all Furniture
B	Empty and Clean Trash Receptacles	O	Metal Surfaces
C	Clean Cigarette Receptacles	P	Sweep Daily
D	Dust Furniture	Q	Walk-Off Mats
E	Dust Interior Surfaces	R	Light Bulbs
H	Glass Doors – Interior and Exterior	U	Flags
K	Spot Clean	V	Propane Tank
L	Clean Rest Rooms	X	Portable Toilets
M	Refill Dispensers		
NOTE	Daily Tasks are done multiple times during the shift.		
WEEKLY TASKS			
F	Machine Scrub all Quarry Style Tile Floors		
G	Wash Walls and Partitions		
I	Dust Light Fixtures		
S	Exterior and Interior Windows		
MONTHLY TASKS			
J	Wash Light Fixtures		
T	Clean ceiling vents		

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	CONTRACT NO 04PSX0079
	Supplement 8 Revised PRICE SCHEDULE	CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	

2. Off-Season Services: \$3,169.26 Price per Month

Day after Labor Day through the Day before Memorial Day
 Four (4) days per week (Thursday, Friday, Saturday and Sunday)
 8:00 a.m. through 4:00 p.m.

Price includes: Calcium Pellets @\$250 per season, or \$27.78 per month

DAILY TASKS			
A	Dust Mop and Wash all Quarry Style Tile Floors	N	Clean all Furniture
B	Empty and Clean Trash Receptacles	O	Metal Surfaces
C	Clean Cigarette Receptacles	P	Sweep Daily
D	Dust Furniture	Q	Walk-Off Mats
E	Dust Interior Surfaces	R	Light Bulbs
H	Glass Doors – Interior and Exterior	U	Flags
K	Spot Clean	V	Propane Tank
L	Clean Rest Rooms	W	Winter Snow Procedures
M	Refill Dispensers	X	Portable Toilets
NOTE	Daily Tasks are done multiple times during the shift.		
WEEKLY TASKS			
F	Machine Scrub all Quarry Style Tile Floors		
G	Wash Walls and Partitions		
I	Dust Light Fixtures		
S	Exterior and Interior Windows		
MONTHLY TASKS			
J	Wash Light Fixtures		
T	Clean ceiling vents		
MONDAY, TUESDAY and WEDNESDAY TASKS			
8 AM to 10 AM			
B	Empty and Clean Trash Receptacles		
P	Sweep Daily		
W	Winter Snow Procedures		
X	Portable Toilets		

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	CONTRACT NO 04PSX0079
	Supplement 8 Revised PRICE SCHEDULE	CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)
ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	

3. Price Adjustment: \$16.20 Price per Hour

This is an hourly rate that will be used as either a deduction or an addition from the In-Season or Off-Season monthly price – or – can also be used for additional work that may not have been included under the specified monthly tasks should a need arise

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Marcie Wilson
Contract Specialist
(860)713-5622
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Due Date:

23 April 2004

SUPPLEMENT DATE:

19 September 2013

CONTRACT AWARD SUPPLEMENT #7

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

DESCRIPTION: Custodial Services for the Department of Transportation's Westbrook Tourist Information Center

FOR: Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:

3rd Extension:

In accordance with C.G.S. 4a-82 as amended to Public Act 13-227.

AGENCY REQUISITION NUMBER: 2222222

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$95,000 (est.) Annual			\$95,000 (est.) Annual

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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Connecticut Community Providers Association (CCPA), Inc.**

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

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contract Value: **\$277,000 (est.)**

Contact Person: **Kirk Springsted**

Delivery:

Company E-mail Address and/or Company Web Site kspringsted@ccpa-inc.org www.ccpa-inc.org

Certification Type (SBE, MBE, WBE or None): **SBE** Terms: **Net 30 Days** Agrees to Supply Political SubDivisions: **no**

NOTE:

- This Contract will remain in effect in accordance with C.G.S. 4a-82 as amended by Public Act 13-227.
- Incorporated into Supplement #7 is the Restatement of Contract and Exhibits.

APPROVED _____

Carol Wilson

Procurement Director

(Original Signature on Document in Procurement Files)

FIRST AMENDMENT AND RESTATEMENT TO
CONTRACT NO. 04PSX0079 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE
SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC
FOR
Custodial Services

Contract No. 04PSX0079 between the State of Connecticut Acting by its Department of Administrative Services and Connecticut Community Providers Association, Inc. for Custodial Services,(the “Contract”) is amended and restated by this First Amendment and Restatement made by and between Connecticut Community Providers Association, Inc. (the “Contractor”), with a principal place of business at 35 Cold Spring Road, Suite 522, Rocky Hill, CT acting by Kirk Springsted, its Vice President, duly authorized, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut, acting by Carol Wilson, its Director, duly authorized, in accordance with Sections 4a-2(2), 4a-51, 4a-57 and 4a-59 of the Connecticut General Statutes.

WHEREAS, the parties entered into the Contract for Custodial Services, (“Contract”) with an effective date of May 1, 2004;

WHEREAS the Contract resulted from the DAS bid for Custodial Services for the State of Connecticut Department of Administrative Services issued on March 31, 2004;

WHEREAS this contract was awarded prior to October 1, 2013, pursuant to section 17b-656;

WHEREAS Public Act 13-227 mandates this contract remain in effect until termination by either party, allowing for amended terms and conditions;

WHEREAS the State and the Contractor now desire to amend the Agreement again and also to combine the Agreement and all subsequent amendments into one document, all as memorialized in this Contract.

NOW THEREFORE, the Parties enter into this First Amendment and Restatement of the Contract as follows:

Amendment and Restatement. This Contract completely supersedes the Agreement in its entirety.

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 Department classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (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, subcontractors 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) Perform: For the purposes of this Contract, the verb “to perform” and the Contractor’s performance set forth in Exhibit A are referred to as “Perform,” “Performance” and other capitalized variations of the term.
 - (o) 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.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid and set forth in Exhibit A.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will remain in effect in accordance with C.G.S. 4a-82 as amended by Public Act 13-227.
 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: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

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

(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 parties unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General.

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

9. Termination.

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

14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any

and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Client Agency prior to the Effective Date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS and, if requested, to the Client Agency. 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 Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the

degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies available under this Contract, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, 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.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1 (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.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Documents Incorporated Into the Contract All Exhibits and their attachments referred to in and attached to this Contract and the forms SP-26 and SP-38 are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Executive Orders. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

32. Non-discrimination.

(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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this

Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (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.

33. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns,

directly or indirectly, more than ten per cent of the voting securities of the other person. The word “voting security” means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. “Voting security” includes a general partnership interest.

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

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

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

If to DAS:

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

If to the Contractor:

At the address set forth on Form SP-38.

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) Owner's and Contractor's Protective Liability:
 - (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
36. 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.
37. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
39. Parties. To the extent that any Contractor Party 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."
40. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:
- a. its certificate of incorporation or other organizational document;
 - b. more than a controlling interest in the ownership of the Contractor; or

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

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

- 41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

42. Audit and Inspection of Plants, Places of Business and Records.

- (a) 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) All audits and inspections shall be at the State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.

- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of 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.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.
47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the 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.

49. 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.

50. Cross-Default.

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

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

complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
55. 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.
56. 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.
57. Health Insurance Portability and Accountability Act.
 - (a) If the Contractor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
 - (c) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and

- (d) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Client Agency agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions. For the purposes of this Section of the Contract:
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the or Contractor or Contractor Parties.
 - (3) “Covered Entity” shall mean the Client Agency.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).
 - (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
 - (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
 - (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.

(14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.

(15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.
- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity’s compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.

- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations
- (16) Obligations in the Event of a Breach
- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.

2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.

(D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor or Contractor Parties.

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

(i) Permitted Uses and Disclosure by Business Associate.

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

(2) Specific Use and Disclosure Provisions.

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

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

which it is aware in which the confidentiality of the information has been breached.

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

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (3) Effect of Termination.

(A) Except as provided in (l)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from

Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.

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

(m) Miscellaneous Provisions.

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

costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Protection of Confidential Information.

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

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

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

Connecticut Community
Providers Association

STATE OF CONNECTICUT
Department of Administrative Services

By: _____
Kirk Springsted

By: _____
Marcie Wilson

Title: Vice President, Administration

Title: Contract Specialist

Date: _____

Date: _____

STATE OF CONNECTICUT
Department of Administrative Services

By: _____
Carol Wilson

Title: Director of Procurement

Date: _____

Exhibit A - DEPARTMENT OF TRANSPORTATION
JANITORIAL SPECIFICATIONS

INTRODUCTION: These contract specifications are for Custodial Services at the Westbrook Tourist Information Area. This area is located on Route 95 Northbound, between exits 65 and 66.

GENERAL CONDITIONS

GC-1.01: No keys shall be duplicated and all keys shall be returned at the end of the contract period to D.O.T Security. The Contractor is responsible for informing his employees of all security measures which must be adhered to by all employees. Any violations created by the Contractor or his employees will subject the Contractor to fines and/or cancellation of the contract. The State has the right to demand termination of any employee who has violated DOT Security Regulations. There will be a \$25.00 charge for each broken key.

The cleaning Contractor shall reimburse the State for all expenses incurred to re-key doors affected by a loss of keys, that have been assigned to the cleaning Contractor and/or his personnel.

GC-1.02: All Contractor's work to be performed and employees on the premises shall be subject to the jurisdiction of the States Representative. It is further agreed that the Contractor will hire only employees with good moral character and technical knowledge of their duties to properly conduct such services.

GC-1.03: The Contractor shall supply competent and thoroughly trained supervisors to check, inspect, oversee the securing of the entrances and exits and windows of the facility, and maintain records of all work performed. These records shall be available for review by the state upon request.

A job task progress/inspection sheet detailing the tasks, staff, time in/time out, and personnel present, is to be developed by the Contractor, and approved for use by the State. This progress/inspection sheet is to be posted at the supply area and is to be updated daily and signed by the on-site supervisor.

GC-1.04: When quarterly, semi-annual, annual or demand cleaning is required, the Contractor shall furnish additional personnel in excess of those required in performing

the daily functions.

Prior to performing any demand tasks the Contractor shall receive written pre-scheduling authorization from the State to perform such tasks. This authorization must be obtained prior to performing the tasks as listed as line items on a purchase order.

GC-1.05: The Contractor shall make prompt restitution to the Agency by Certified Check or replacement or repairs (subject to the Agency's approval) in settlement of any damage to the owner's, employees or tenants' property caused by the Contractor's employees.

GC-1.06: The Contractor shall furnish, at his own expense, all necessary cleaning supplies, equipment and materials necessary for the performance of his services, unless otherwise noted. All supplies, equipment and material shall be provided in original containers and shall be subject to approval by the Agency. Material Safety Data Sheets shall be provided for all chemicals in accordance with OSHA requirements.

GC-1.07: The Agency will provide limited storage space within the building for the Contractor's supplies, materials, and equipment.

GC-1.08: The Contractor is required to use floor finish that shall be a slip-resistant product having a static coefficient of friction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

GC-1.09: The Contractor shall undertake and guarantee to pay all payroll taxes and any other taxes on items that may be levied against payrolls by either city, state, or federal agencies, and the Contractor shall make all payments to any welfare plans or other benefits programs, as may be required.

GC-1.10: Before any contract is executed, the successful contractor(s) will be required to file with the Department of Transportation, within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Department of Transportation will provide their standard insurance certificate form "CON-32A" (most current version), contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within twenty (20) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance

certificates must document that the vendor has owner's and contractor's protective liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, with the State being named as an additional insured party paragraphs (B), (C), and (F), the following minimum liability insurance coverage at no direct cost to the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package.

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 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.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Contractor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of one million dollars (\$1,000,000) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of one million dollars (\$1,000,000) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least two million dollars (\$2,000,000). 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. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

F. UMBRELLA LIABILITY

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, and F the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunct with Items B, C, D, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S.

Longshoremens and Harbor Workers” Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A. Each insurance policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney’s fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor’s employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage is the responsibility of the contractors. Insurance requirements will be **strictly enforced**. Contractors should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.**

Please mail or hand carry certificates to:

Department of Transportation
Bureau of Finance and Administration
Attn: April Holt
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

GC-1.11: PAYMENT: All payments made by the State of Connecticut to the Contractor will be after service has been performed on a monthly basis, and after receipt of a completed Vendor invoice. Vendor's invoice must contain the Vendor's Federal Identification Number and also reference the "Department of Transportation's" Purchase Order Number.

Payment and Invoicing inquiries should be directed to the Department of Transportation's Accounts Payable Unit at telephone number (203) 594-2307. Invoices

should be sent to:

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

Demand work will be ordered, billed and invoiced separately when all work is completed; invoiced to the issuing unit and inspected by the State's designated representative. All invoices that have project work lump summed into the monthly routine cleaning charge, and not listed as a separate charge, will be returned to the Contractor.

GC-1.12: EQUIPMENT: The Contractor shall provide compatible equipment, material, and methods in compliance with manufacturer's specifications and recommendations for the products used and the areas to be cleaned.

GC-1.13: INSPECTION: Once a week, as scheduled by the State, the State's designated representative and Contractor's representative will meet to inspect work under this contract. The Contractor shall make a written list of any deficiencies brought to his attention and shall have corrective work done within five (5) days. The Contractor shall furnish a written report on all deficiencies to the designated representative within one (1) day after the meeting.

GC-1.14: The day-to-day contact person available for direct communications with the Contractor shall be the Department of Transportation Supervisor of Concessions or his authorized designee. He will be the on-site representative of the State regarding the contractual obligations of the parties and interpretation of the contract language contained herein; however, the Department of Administrative Services has ultimate authority regarding contractual obligations and interpretation of the contract language.

GC-1.15: Upon request, the Contractor will supply the State with its most recent annual financial statement upon submitting a bid for this contract.

GC-2.01: VARIATIONS IN QUANTITIES: Where quantity of a major pay item, as designated on the Proposal Schedule in this contract, is a contractual quantity and where the actual quantity of such pay item varies more than five percent (5%) above or below the contractual quantity stated in this contract, an equitable adjustment in the contract price may be made upon request of either party. The equitable adjustment shall apply only to the quantity above one hundred five percent (105%) of the estimated quantity or that quantity below ninety-five percent (95%) of the estimated quantity. The intention of this section is for an equitable monetary adjustment when:

1. Additional Areas (space-square foot of area) are added to the area bid or contracted for.
2. Deletion of Area (space-square foot of area) is removed from the area bid or contracted for.

Adjustments for such changes will be made by increasing or decreasing the amount paid for monthly services, whereas adjustments to the demand services will be paid for on a percentage basis, i.e., 10% increase in square feet will equal an increase of 10% of the demand charges.

GC-2.02: CHANGES: The intent of this section is to address changes such as: 1. Recycling in accordance with State Regulations, 2. Supply or Non-Supply of materials for this contract, 3. Major Changes in the layout of the office equipment.

- A. The State may, at any time, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of the contract, including but not limited to changes:
 1. In the specification or plans.
 2. In the methods, manner or performance of the work.
 3. In the State furnished facilities, equipment, materials, or services.
 4. Directing acceleration in the performance of work.
- B. Except as herein provided, no order, statement, or conduct of the State shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- C. If any change under this clause causes an increase or decrease in the Contractor's cost, or the time required for the performance of any part of the work under the contract, whether or not changed by any order, an equitable

adjustment shall be made in accordance with the appropriate proposal page line item, and the contract modified in writing accordingly provided. However, that except for claim based upon defective specifications, no claim for any change under Paragraph B above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required, and provided further that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications. Vendor's profit margin must remain the same.

- D. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under Paragraph A above or the furnishing of a written notice under Paragraph B above, submit to the State a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim here-under may be included in the notice under Paragraph B above.
- E. No claim by the Contractor for an equitable adjustment here-under shall be allowed if asserted after final payment under this contract.

GC-2.03: UNAUTHORIZED WORK: Any work which may be performed by the Contractor prior to the receipt of the Purchase Order, work done contrary to or regardless of the instructions of the State, or any extra work done without written authority, will be considered unauthorized work and at the expense of the Contractor, and will not be paid for.

GC-3.01: AUTHORITY OF THE STATE:

- A. The State shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work, all questions which may arise as to the interpretation of any or all Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The State shall determine the amount and quality of work performed which are to be paid for under the contract.
- C. The State shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

GC-3.02: CONFORMITY WITH CONTRACT REQUIREMENTS: All work performed and all materials furnished shall be in conformity with the Contract requirements.

In the event the State determines that the service performed or materials furnished by the Contractor are defective or not in conformity with Contract requirements or have resulted in a inferior or unsatisfactory level of service, the State shall order the Contractor, in writing, to correct the nonconforming condition within seven (7) days of receipt of letter. Upon failure of the Contractor to comply, the State shall have the authority to correct the condition by other means, including the use of State employees or by separate contract. The costs of the action taken by the State to remedy the nonconforming situation/condition, as determined by the State, shall be deducted from any monies due or to become due the Contractor under this Contract.

Notwithstanding the above notice provisions, if the State determines that a condition exists which may adversely affect the health or safety of a person or property, the State shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the State that the Contractor is unable to correct the condition, the State shall have the authority to correct the condition by other means without further notice.

Should the Contractor fail to adhere to the specifications and requirements, the State may, at its option, withhold any payments due until such time as the non-conforming items are corrected. The State may also assess financial penalties as described in these specifications. If the State has cause to correct a condition that, in the State's opinion, should have been done by the Contractor, the State may elect to assess financial penalties and/or the addition cost to the State to obtain other means to correct

the non-conforming item.

GC-4.01: CONTRACTOR QUALIFICATIONS: The Contractor shall have performed "CONTINUING DAILY JANITORIAL SERVICES" within Connecticut for single buildings of at least the square footage of the building referred to in these specifications for at least three (3) years prior to entering into this contract and must submit documentation with the bid showing the facility and contact person.

GC-4.02: TRASH COLLECTION: Trash and recyclable collection and removal by Contractor to the various dumpsters or holding areas is included in the services to be provided. Trash collection and removal from the premises is not a requirement of this contract.

GC-4.03: MATERIALS:

- A. The Contractor will furnish all cleaning supplies, restroom supplies, papers products and trash can liners required on the site.
- B. All materials used in conjunction with this contract are subject to the approval of the State.
- C. The Contractor, upon request, shall supply without cost to the State samples for testing of any materials used by the Contractor in the accomplishment of the required services. Such samples may be taken at the discretion of the State from the materials being used "on the job site" and/or from any original containers of the Contractor's reserve supply.
- D. The Contractor shall furnish and install all necessary liquid hand soap as required for all dispensers. Any repairs, replacement or unclogging of the dispensers is the Contractor's responsibility.
- E. All materials used on the job must be labeled and bear the original manufactures labeling.

The Contractor shall use only materials that are labeled and identifiable by brand name. No materials, treatment, or procedure shall be used on any floor or stairway that will cause or contribute to the floor or stairway surface being slippery or unsafe to walk upon in all kinds of weather under normal use.

GC-4.04: UNIFORMS AND BADGES: Contractors' employees to wear uniform shirt with lettering at least one (1) inch high on front over pocket "WESTBROOK REST AREA". There will be a deduction of \$50.00 per day, for any day, when shirts are not

worn.

GC-4.05: KEYING: No keys issued by the State shall be duplicated by the Contractor. The Contractor shall maintain and make available to the State, a key log of all keys issued at the site. The Contractor shall maintain control over key issuance and collection so that none will be removed or taken from the said building, except by managerial or supervisory employees designated by the Contractor to the State. All keys are to be returned to the State at the expiration of the Contract. A twenty-five dollar (\$25.00) charge will be levied against the Contractor for each broken key.

GC-4.06: CONTRACTOR PERSONNEL: The Contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The Contractor agrees to permanently remove any employee from this project whose conduct the State feels is detrimental to its best interest, the best interest of the general public, or the tenants.

GC-4.07: TRAINING: The Contractor must supply personnel trained in the performance of tasks required by this Contract and familiarize all employees with the requirements unique in working in and around a transportation facility, including D.O.T. Security Regulations.

GC-4.08: EQUIPMENT: The Contractor must furnish a listing of the equipment they will be utilizing with this contract. All equipment must be current manufacture and in good operating condition and physical appearance. All equipment is subject to State approval. The State reserves the right to assess the Contractor fifty (\$50.00) dollar per day penalty for each piece of equipment that is deemed inoperable. All equipment must be compatible with the flooring material and surfaces. All wheels shall be of a type that will not mar or damage flooring. Rolling equipment such as carts and wagons must be compatible with the bumpers installed in the building corridors.

NOTE: All machines should be equipped with a minimum of fifty (50) feet of electrical cord of adequate size to permit machine operation over a large area.

GC-4.09: EQUIPMENT TO BE PROVIDED ON SITE BY THE CONTRACTOR:

1. Plastic or stainless steel mopping pails with a wringer.
2. Short handle duster with removable head and treated dusting cloth.

3. Putty scraper.
4. Small scrub brush.
5. Small plastic funnel.
6. Eight (8) ounce plastic measuring cup.
7. Supply of clean cloths (low lint).
8. Plastic spray bottle with glass cleaner.
9. Gallon of detergent concentrate with jug pump.
10. Gallon cleaner disinfectant concentrate with jug pump.
11. Plastic spray bottle with cleaner disinfectant solution.
12. Plastic spray bottle with clear water.
13. Lotion type cleanser.
14. Metal polish.
15. Furniture polish.
16. Blind dusters and brushes.
17. Metal can for ash tray disposal
18. Dust pan and counter broom.
19. Wet mop, if non-carpeted floors are in the assigned area.
20. Dust mop, if non-carpeted floors are in the assigned area.
21. Vacuums, Dual motor with Beater Bar, if carpeted floors are in assigned area.
22. Pile lifters, if carpeted floors are in assigned area.

- 23. Solutions to clean stains from carpets.
- 24. Floor burnisher.
- 25. Ten (10) foot step ladder.

GC-4.10: GENERAL WORK ASSIGNMENTS:

SERVICE REQUIRED: Service is required seven (7) days per week, during the hours of 8:00 AM to 4:00 PM in season (May – Oct) and four (4) days a week; Thursday, Friday, Saturday, and Sunday, 10:00 AM to 4:00 PM off season Nov. – April). Hours may be adjusted per the terms of the contract with concurrence of Philip Parcak. Changes effecting the monthly rate will require the issuance of an appropriate supplement by DAS, Procurement Services.

Contractor’s workers will receive an unpaid lunch break between the hours of 12:00 p.m. and 12:30 p.m. This time may only be adjusted by the duly authorized DOT representative (currently Philip Parcak). Should breaks at other times be detected by DOT or DAS supervisory personnel, there will be a \$50.00 penalty assessed for each occurrence. Repeated occurrences shall be grounds for termination of the employee and/or the contractor.

EMPLOYEE QUALIFICATIONS:

Since the purpose of this facility is to serve the public, it is required that all employees be able to communicate in the English Language with both the public and volunteers that staff the center. The State shall be the sole judge of employee qualifications.

GC-4.11: SUBCONTRACTING:

NO subcontracting of any portion of this contract will be allowed.

GC-4.12: EMPLOYEE REMOVAL:

Any employee employed by the Contractor who, in the sole opinion of the State, does not perform their work in a proper manner shall, at the request of the State, be removed at once by the Contractor employing such employees, and shall not be employed again in any portion of the work without the approval of the State.

Should the Contractor fail to remove such employee(s) as required above, or fail to furnish suitable and sufficient personnel for the proper performance of the work, the State may withhold payments, which are or may become due on the contract.

Equipment or tools to be used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The State may order the removal and require replacement of any unsatisfactory equipment.

GC-4.13: Portable Toilets:

If bid and awarded as part of this contract, the State shall provide two portable toilets (one standard unit and one handicap accessible unit) and the contractor shall maintain in accordance with SB-5.09 TASK SPECIFICATIONS: AF.

SPECIAL BID AND CONTRACT TERMS & CONDITIONS

SB-5.01: ORDER OF PRECEDENCE: The order of precedence is as follows: Special Bid and Contract Terms and Conditions, General Conditions.

SB-5.02: NON-PERFORMANCE: Paper products, toilet tissue and trash liners must be installed to ensure an adequate supply for the next day. If the Contractor fails to comply with these or similar requirements, the State will promptly notify the Contractor to correct the problem(s). When the State corrects a problem or situation, it may deduct its expenses to make such correction(s). Such deductions will be taken from the Contractor's current invoice and will be a minimum \$100.00 deduction per occurrence.

SB-5.03: PENALTIES: Bidders are advised to bid an amount in which they can perform the required services.

Should the employee not be in a uniform as described in these specifications, there will be a \$50.00 per day deduction from the invoice.

If the State has deficiencies corrected via the hiring of another Contractor or by use of State employees, the awarded Contractor will be assessed the amount charged/paid out by the State. If a contract is cancelled because the Contractor fails to perform satisfactorily, the State may re-award or re-bid the contract.

Additional costs and expenses incurred in re-awarding the contract may be assessed against the original Contractor as a penalty for their negligence, for the remainder of the contract period.

Should the Contractors' employee not be on the job site when our Supervisor or others make periodic checks there will be a \$50.00 penalty per occurrence plus a deduction for hours not worked.

Should the contractor not have adequate cleaning supplies or paper products or the facility be left with any empty dispensers there will be a fifty (\$50.00) dollar invoice deduction penalty.

Should the Contractors' employee not be on the job site at 8:00 AM, in season and 10:00 AM off season there will be a \$50.00 deduction from the invoice. The State will then make one (1) phone call to a number given to the State by the contractor. After making a phone call to this number (even if not answered) and the Contractor does not have an employee on site in two (2) hours, there will be an additional \$250.00 penalty

plus a deduction from the monthly invoice of anytime not worked.

SB-5.04: SUPERVISION OF EMPLOYEES: The State will require the Contractor to provide supervision and training of its employees. Supervision used in the weekly walk through meeting will not be considered as part of the required man-hours.

Staffing for the required tasks are to be determined by the Contractor.

SB-5.05: AGENCY CONTACT: The Agency contact is Mr. Philip E. Parcak. Mr. Parcak can be contacted at telephone number (203) 594-2233.

SB-5.06: A mandatory pre-bid meeting will be held for all bidders concerning this contract. The pre-bid meeting will be held at the site beginning at 10:00 A.M. The date of the meeting will be on the Proposal Schedule Page. The meeting will start promptly. Anyone arriving after 10:00 A.M. will not be allowed in the meeting and subsequently will not be eligible for an award.

The bidders will have an opportunity to tour the site as part of this meeting.

SB-5.07: CONTRACT PERIOD: The contract period will be from May 1, 2004 through April 30, 2006 with an option for the State to extent the contract for up to two (2) one (1) year periods of time. It is expected that full staffing (in Season) will be required from May through October. Off season will be from November through April. It should be noted that this facility should be fully staffed with cleaning staff on Independence Day, Labor Day, Memorial Day, Veterans Day, Thanksgiving Day, and Christmas Day.

SB-5.08: METHODOLOGY FOR DETERMINING AWARD: A single award will be made to the lowest responsible qualified bidder who has submitted all proper references.

SB-5.09: TASK SPECIFICATIONS: The following Task Descriptions are the minimum standards for execution of the tasks. These descriptions will be referred to on the Proposal Schedule by letter designator.

- A. Daily, weekly and monthly maintenance required as part of Exhibit "B", Hard Surface Floor Care.
- B. Dust mop and wash all Quarry style tile floors. Remove and replace objects not permanently affixed to floor. Wash using a disinfectant solution changing water frequently.

C. Vacuum rugs and carpets. Remove all gum and foreign matter and spot clean daily. Vacuum using a dual motor vacuum cleaner having a beater bar. All carpeted surfaces including under furniture edges, corners and pile lifting must be performed every fifth vacuum cycle.

D. Empty waste receptacles and remove trash.

Empty and wash clean inside and outside all waste baskets and trash receptacles. Remove all refuse to dumpster. Replace plastic liners in all trash receptacles. Remove all boxes and trash from offices. If cardboard boxes, break down and put in proper dumpster.

Paper recycling containers:

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

E. Clean ash receptacles.

To empty all ash trays, ash stands, sand urns, clean with damp cloth. Wash all ash receptacles, replace sand as required, at least daily.

F. Dust furniture.

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

G. Dust interior surfaces.

To dust all building surfaces such as rails, ledges, window sills, partitions, walls, water fountains, blinds, vents, baseboards, etc.

H. Demand maintenance of VCT floors.

Perform floor care routine as described in Exhibit "B" Demand Maintenance. This will be priced two (2) ways, the entire building and a square foot price for less than the entire building.

I. Wash walls and partitions.

To clean with suitable cleaner and/or detergent all walls, partitions, doors, water fountains, etc. Polish all brightwork and metal.

J. Glass doors and ground level windows - interior and exterior.

All glass on doors, including office entry ways and lobbies to be washed clean, including interior and exterior surfaces. All drippings to be wiped clean and dry.

K. Dust light fixtures.

To dust with a suitable treated cloth or duster, all light fixtures.

L. Wash light fixtures with a suitable liquid cleaning agent and rinse all fluorescent and incandescent light fixtures, diffusers, bulbs, and light panels.

M. Remove empty water cooler bottles and replace with full unit.

N. Spot clean.

To 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, and floor hinges.

O. Clean rest rooms.

1. Remove waste paper and refuse, place plastic liners in receptacles.

2. Wash and disinfect both sides of toilet seats.

3. Wash all mirrors.

4. Wash and disinfect all basins, bowls, and urinals.

5. Wash, disinfect and polish all brightwork including flushometers, piping, toilet seat hinges, partitions, showers, and trash containers.

6. Wash, clean, remove any markings and disinfect all walls and partitions including showers.
7. Sweep and wash all flooring with suitable disinfecting detergent.
8. Fill toilet tissue, hand towels, and soap dispensers.

P. Refill dispensers.

Stock all sanitary napkin 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.

Q. Clean all lounge furniture.

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

R. Metal surfaces.

All metal surfaces around doors and windows, all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, and water fountains.

S. Sweep daily, remove litter and watering.

All outside walk areas, entrance ways, picnic areas and lawn areas within 150 feet of both structures. Water floral planters as needed.

T. Vacuum all entrance areas and walk-off mats. Roll up mats and shake out daily. Wash as needed.

On site Custodial will acknowledge receipt and sign for walk off mats on a bi-weekly basis. The delivery ticket will be retained for pick up by the DOT Inspector. Failure on the part of the Janitorial Service Vendor to submit delivery ticket could result in the delivery being charged to the Janitorial Service at no additional charge to the State.

U. Sweep garage area.

Vehicle area of garage to be completely swept with sweeping compound. Care shall be taken to avoid silting the garage drain system.

V. Sweep and wash under carpet runners.

Roll up carpet runners and sweep and wash under runners. Wash with a suitable cleaner and/or detergent where necessary.

W. Replace all burned out light bulbs and fluorescent tubes on Wednesdays.

X. Wash exterior and interior of all outside windows. Windows must be washed by squeegee and scaffolding or ladders. Telescopic pole washing is not allowed. All blinds, screens or other covering to be removed and replaced by the Cleaning Contractor.

Y. Clean all carpets using the Carpet Cleaning Specifications and equipment shown in "Exhibit A" attached. This will be bid two (2) ways, the entire building and a per square foot price for less than the entire building.

Z. Clean ceiling vents.

Remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace.

If unable to remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot, and dry vent.

Vacuum the ceiling tiles within two (2) feet of all vents.

AA. Raise and lower flags and store.

AB. Water flowers in gazebo and plant boxes.

AC. Return outside trash containers to designated locations.

AD. Check propane levels daily and report quantities of less than ¼ tank to DOT Regional Office at 860-739-7818.

AE. WINTER SNOW PROCEDURES:

1. Provide hand shoveling of snow for the front sidewalk and entryway, the handicapped ramp and the back sidewalk as necessary to keep clear of snow and ice.
2. Apply State provided ice pellets/sand on the areas listed in item 1.
3. Perform "Wintertime Closing Procedures".

AF. Portable Toilets - In Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

AG. Portable Toilets - Off Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be serviced once a day every day the center is not open for business. Service will include the following:

- c. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- d. Restocking of toilet paper when needed.

SB-5.10: MAN-HOUR PRICING CALCULATIONS:

The Bid amount will be a monthly price. Any time period of less than a month will be paid for a daily rate which shall be 1/31 of the monthly rate. An hourly rate will be developed based on the Bid Prices. This hourly rate will determine deductions for time not worked.

SB-5.11: TERMINATION FOR DEFAULT:

Refusal or failure of the contractor to satisfactorily comply with all the provisions of the Contract or to perform the required services in a manner satisfactory to the State shall

give the State the right to terminate this contract and the right to deduct from any payment that may be due or may become due to the contractor all costs and charges incurred by the State by reason such failure of noncompliance or nonperformance. Notice of termination will be made in writing five (5) days prior to the termination date. In the event of termination, all keys, drawings, plans, sketches and all specifications, estimates measurement and data performing to the Contract and any unused material supplied by the State must be delivered to the State upon demand.

SB-5.12: CANCELLATION CLAUSE: DAS, Procurement Services reserves the right to cancel the contract for any reason beneficial to the State, upon thirty (30) days written notification to the contractor.

SB-5.13 CHANGE OF ADDRESS: In the event that the awarded contractor moves or updates telephone numbers, it is the responsibility of the contractor to advise the Department of Administrative Services of such changes in writing. The Department will not be held responsible if payments or purchase orders are delayed due to additional routing caused by lack of notification on the contractor's part. Change of address or telephone number updates must be forwarded to:

Department of Administrative Service
Procurement Services
165 Capitol Ave. 5th Floor south wing
P. O. Box 150414
Hartford, CT 06115-0414
Attn: Paul Greco

WINTERTIME CLOSING PROCESURES
WESTBROOK REST AREAS

During the winter heating season it is necessary to implement special procedures. Failure to follow these procedures may result in frozen water lines, wasteful energy usage, as well as no heat due to lack of fuel (propane). The last person leaving the facility must ensure these procedures are implemented each time the building is closed:

1. Wedge open both of the bathroom doors. This will allow for heat circulation.
2. Close and lock the boiler room. This will minimize the potential for a fire to spread through the building.
3. Set the thermostat in the tourist area to 55 degrees.
4. Make sure all outside doors are locked.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO
04PSX0079

Marcie Wilson
 Contract Specialist
(860) 713-5622
 Telephone Number

PRICE SCHEDULE for 04PSX0079	DELIVERY: Per Specifications	
Page 1 OF 2	TERMS: Net 30	CASH DISCOUNT: % Days
For the Department of Transportation's Westbrook Tourist Information Center		CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
--------	--	----------	-----------------	------------	-------------

⊛ **In-Season Services: \$5,010.48 Price per Month**
August 1st, 2013 through September 3, 2013
Seven (7) days per week (Sunday through Saturday
8:00 a.m. through 6:00 p.m.

Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
Note: Daily Tasks are done multiple times during the shift.

Weekly Tasks: (F, G, I, S)

Monthly Tasks: (J, T)

⊛ **Off-Season Services: \$1,643.88 Price per Month**
September 4, 2013 through May 1st, 2014
Four (4) days per week (Thursday, Friday, Saturday and Sunday)
8:00 a.m. through 2:00 p.m.

Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
Note: Daily Tasks are done multiple times during the shift.

Weekly Tasks: (F, G, I, S)

Monthly Tasks: (J, T)

Price Adjustment: Price Adjustment - This is an hourly rate will be used as a deduction or an addition from the In-Season or Off-Season monthly price.

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Marcie Wilson <i>Contract Specialist</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 04PSX0079
(860)713-5622 <i>Telephone Number</i>	PRICE SCHEDULE for 04PSX0079	BIDDER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
--------	--	----------	-----------------------	------------	-------------

\$16.20 Price per Hour

Monthly price for tasks “B” and “X” once a day between the hours of 8:00 a.m. and 9:00 a.m. on days the Westbrook Tourist Information Center is not open on Monday, Tuesday and Wednesday during the Off-Season.

\$216.00 Lump Sum per Month

CONTRACT SUPPLEMENT
SP-37 Rev. 7/08
Prev. Rev. 4/08

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Contract Specialist
Marcie Wilson

(860)713-5622
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Due Date:

23 April 2004

SUPPLEMENT DATE:

30 July 2013

CONTRACT AWARD SUPPLEMENT #6

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

DESCRIPTION: Custodial Services for the Westbrook Tourist Information Center

FOR: CT Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
5/1/2004 through 09/30/2013

AGENCY REQUISITION NUMBER: 2222222

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$112,000.00 Est.			\$112,000.00 Est.

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

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

(http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Connecticut Community Providers Association**

Address: **35 Cold Springs Rd. 522 Rocky Hill, CT 06067-3165**

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contact Person: **Kirk Springsted**

Contract Value: **Est. \$ 182,000.00**

Delivery: **per enclosed terms & conditions**

Certification Type (SBE, MBE, WBE or None): **none** Terms: **Net 30 Days**

Agrees to Supply Political Sub-Divisions: **n/a**

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

NOTE:

The purpose of this supplement is to replace the prior specifications with new specifications and new pricing. Both are attached to this Supplement.

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

APPROVED _____

Marcie Wilson

Contract Specialist
(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO
04PSX0079

Marcie Wilson
 Contract Specialist
(860) 713-5622
 Telephone Number

PRICE SCHEDULE for 04PSX0079 Supplement #6	DELIVERY: Per Specifications	
Page 1 OF 2	TERMS: Net 30	CASH DISCOUNT: % Days
For the Department of Transportation's Westbrook Tourist Information Center		<u>CONTRACTOR NAME:</u> Connecticut Community Providers Association, Inc. (CCPA)

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
--------	--	----------	-----------------	------------	-------------

⊛ **In-Season Services: \$5,010.48 Price per Month**
August 1st, 2013 through September 3, 2013
Seven (7) days per week (Sunday through Saturday
8:00 a.m. through 6:00 p.m.

Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
Note: Daily Tasks are done multiple times during the shift.

Weekly Tasks: (F, G, I, S)

Monthly Tasks: (J, T)

⊛ **Off-Season Services: \$1,643.88 Price per Month**
September 4, 2013 through May 1st, 2014
Four (4) days per week (Thursday, Friday, Saturday and Sunday)
8:00 a.m. through 2:00 p.m.

Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
Note: Daily Tasks are done multiple times during the shift.

Weekly Tasks: (F, G, I, S)

Monthly Tasks: (J, T)

Price Adjustment: Price Adjustment - This is an hourly rate will be used as a deduction or an addition from the In-Season or Off-Season monthly price.

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Aimee Cunningham <i>Contract Specialist</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B	BID NO 04PSX0079
(860)713-5250 <i>Telephone Number</i>	PRICE SCHEDULE for 04PSX0079	BIDDER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
--------	--	----------	-----------------------	------------	-------------

<p><u>\$16.20</u> Price per Hour</p> <p>Monthly price for tasks “B” and “X” once a day between the hours of 8:00 a.m. and 9:00 a.m. on days the Westbrook Tourist Information Center is not open on Monday, Tuesday and Wednesday during the Off-Season.</p> <p><u>\$216.00</u> Lump Sum per Month</p>					
--	--	--	--	--	--

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Aimee Cunningham
Contract Specialist
(860)713-5250
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Due Date:

23 April 2004

SUPPLEMENT DATE:

24 September 2010

CONTRACT AWARD SUPPLEMENT #5

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

DESCRIPTION: Custodial Services for the Department of Transportation's Westbrook Tourist Information Center

FOR: Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
April 26, 2004 - September 30, 2013

AGENCY REQUISITION NUMBER: 2222222

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$95,000 (est.)			\$95,000 (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://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Connecticut Community Providers Association (CCPA), Inc.**

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

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contract Value: **\$277,000 (est.)**

Contact Person: **Kirk Springsted**

Delivery:

Company E-mail Address and/or Company Web Site kspringsted@ccpa-inc.org www.ccpa-inc.org

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

Terms: **Net 30 Days**

Agrees to Supply Political SubDivisions: **no**

NOTE:

The purpose of this supplement is to replace the prior specifications with new specifications and new pricing. Both are attached to this Supplement.

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

APPROVED _____

AIMEE CUNNINGHAM

Contract Specialist

(Original Signature on Document in Procurement Files)

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

DESCRIPTION:

The contract specifications are for ongoing Custodial Services at the State of Connecticut, Department of Transportation (ConnDOT) Westbrook Tourist Information Area. This Area is located at Route 95 Northbound, between exits 65 and 66. It is important to note that this is not a traditional type of contract with items being done once a day, but an ongoing cleaning type of contract that requires the assigned cleaning person to perform most of these tasks on a continuous basis to ensure a clean and inviting facility for the traveling public.

CONTRACTOR QUALIFICATIONS:

The Contractor shall have performed continuing daily janitorial services for a single building of at least the square footage of the building referred to in these specifications, including exterior window cleaning, for at least three (3) years prior to entering into this contract and must submit documentation with the bid showing the facility and contact person.

SERVICE REQUIRED:

Service is required In-Season (May 1st through Labor Day), seven (7) days per week (Sunday through Saturday), 11:00 a.m. through 5:00 p.m. and Off-Season (Labor Day through May 1st) four (4) days per week (Thursday, Friday, Saturday and Sunday), 8:00 a.m. through 2:00 p.m. All work shall be performed during these hours unless written authorization is obtained from ConnDOT.

Note: Westbrook Tourist Information Center is not open on Monday, Tuesday and Wednesday during the Off-Season.

SUBCONTRACTING:

Subcontracting is not allowed with the exception of mats.

NON-CONTRACT AREAS:

All areas of the building are part of this contract.

Square footage is not available; however, you are encouraged to take measurements at the Mandatory Pre-Bid Meeting.

AGENCY CONTACT:

The agency contact is Mr. Jeffrey Harper, ConnDOT Concessions Supervisor, who can be contacted at 860-594-2253, between the hours of 8:00 a.m. and 4:00 p.m. He will be the on site representative of ConnDOT regarding the day-to-day contract administration.

ATTENDANCE VERIFICATION:

The Contractor must detail to ConnDOT what methods they will use to track arrival and departure times of their staff.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

TRAINING:

The Contractor must supply personnel trained in the performance of tasks required by this Contract and familiarize all employees with the requirements unique in working in and around a transportation facility, including ConnDOT's Security Regulations.

EMPLOYEE QUALIFICATIONS:

The purpose of this facility is to serve the public, it is required that all employees be able to communicate in the English Language with both the public and volunteers that staff the center. The State shall be the sole judge of employee qualifications.

UNIFORMS AND BADGES:

Contractors' employees to wear uniform shirt with lettering at least one (1) inch high that reads "WESTBROOK REST AREA" on front over pocket. There will be a deduction of fifty dollars (\$50.00) per day, for any day, when shirts are not worn.

KEYING:

No keys issued by ConnDOT shall be duplicated by the Contractor. The Contractor shall maintain and have available at all times for inspection by ConnDOT, a key log of all keys issued. The Contractor shall maintain control over key issuance and collection so that none will be removed or taken from the building except by managerial or supervisory employees designated by the Contractor to ConnDOT. All keys are to be returned to ConnDOT at the expiration of the contract. A twenty-five dollars (\$25.00) charge will be levied against the Contractor for each broken or lost key.

Any assessment of damages that are imposed upon the Contractor shall be paid by the Contractor's issuance of a check payable to Treasurer, State of Connecticut.

The cleaning Contractor shall also reimburse ConnDOT for any and all expenses incurred to re-key doors affected by a loss of keys that have been assigned to the cleaning Contractor and/or his personnel.

SECURITY POLICY AND PROCEDURES:

The Contractor is responsible for being securing the building when they are the last to leave the premises.

The Contractor shall provide a telephone number for emergencies, and must respond to the site if needed within one (1) hour.

WINTER SEASON PROCEDURES:

During the winter heating season it is necessary to implement special procedures. Failure to follow these procedures may result in frozen water lines, wasteful energy usage, as well as no heat due to lack

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

of fuel (propane). The last person leaving the facility must ensure these procedures are implemented each time the building is closed:

1. Wedge open both of the bathroom doors. This will allow for heat circulation.
2. Close and lock the boiler room. This will minimize the potential for a fire to spread through the building.
3. Set the thermostat in the tourist area to 55 degrees.
4. Make sure all outside doors are locked.

WARNINGS TO THE PUBLIC:

Since this is an occupied public facility, the Contractor must constantly be vigilant for the safety of the public when performing cleaning operations. “Caution” and “Wet Floor” signs must always be used when any floor is being maintained or is wet.

EMPLOYEES WORK – STATE JURISDICTION:

All Contractor’s work to be performed and employees on the premises shall be subject to the jurisdiction of ConnDOT’s representative. It is further agreed that the Contractor will hire only employees with good character and technical knowledge of their duties to properly conduct such services.

The Contractor must supply personnel trained in the performance of tasks required by this contract and familiarize all employees with the requirements unique in working in and around a transportation facility.

The Contractor shall be responsible for the proper personal conduct of all its personnel while on the premises. Criminal background checks are not required for this contract, however, the Contractor agrees to remove any employee from this project whose conduct ConnDOT feels is detrimental to its best interest, the best interest of the general public, or occupants. Should the Contractor fail to remove such employee(s) as required above, or fail to furnish suitable and sufficient personnel for the proper performance of the work, ConnDOT shall prepare a report and be considered a validated report of poor performance and/or non-compliance and may be considered for monetary damages as stated in the “Assessment of Damages”.

Thefts, threats, violence or verifiable sexual harassment claims may be grounds for immediate staff expulsion. Results of a DAS and ConnDOT investigation will determine the outcome and whether that staff member(s) may return to that site.

DEVELOP TASK PROGRESS/INSPECTION SHEET:

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

A job task progress/inspection sheet detailing the tasks, staff, time in/time out, and the personnel present is to be developed by the Contractor and approved for use by ConnDOT. This progress/inspection sheet is to be posted at the supply area and is to be updated daily by all staff.

INSPECTION:

Once a week or as scheduled by ConnDOT, ConnDOT's designated representative and Contractor's representative will meet to inspect work under this contract. The Contractor shall make a written list of any deficiencies brought to his attention and shall have corrective work done within five (5) days. The Contractor shall furnish a written report on all deficiencies to the designated representative one (1) day after the meeting. Failure of the Contractor's representative to attend any of the inspection(s) or provide the written reports shall be considered a validated report of poor performance and/or non-compliance and may be considered for monetary damages (as stated in the Assessment of Damages clause). Three (3) validated reports of poor performance and/or non-compliance within an evaluation period may result termination of the contract.

In addition to the weekly inspection, ConnDOT personnel will be making unannounced inspections of these facilities. Should deficiencies be discovered, the inspector shall 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, make a phone call to one (1) number provided by the Contractor. If a call is made, the Contractor will have four (4) hours to make a job-site response. If job-site response is not made to view and correct deficiencies found, an agency written report shall be considered a validated report of poor performance and/or non-compliance and may be considered for monetary damages as stated in the Assessment of Damages clause (see "Performance Monitoring" section).

STATE EQUIPMENT:

The Contractor or its employees may not use State telephones or any other equipment such as computers, fax machines, or any other electronic equipment.

SUPPLIES, EQUIPMENT, AND MATERIALS:

The Contractor's obligation is to provide all consumable supplies for dispensers currently installed, including hand sanitizer stations at no additional cost.

Consumable Materials and Supplies: These include but may not be limited to trash receptacle liners, sanitary napkins, toilet paper, and hand soap. Paper consumables shall meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency.

No supplies shall be used that are designated harmful to persons, the facility or the environment.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

EQUIPMENT:

The Contractor must furnish a listing of the equipment they will be utilizing with this contract. 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 are the responsibility of the Contractor and must be complied with. The Contractor shall submit a copy of his Fall Protection Plan for DAS and ConnDOT files.

All equipment must be current manufacture and in good operating condition (UL approved) and physical appearance. All equipment is subject to State approval. All equipment must be compatible with the flooring material and surfaces. All wheels shall be of a type that will not mar or damage flooring. The ConnDOT reserves the right to assess the Contractor fifty (\$50.00) dollars per day penalty for each piece of equipment that is deemed inoperable. All equipment must be compatible with the flooring material and surfaces

Note: 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. In addition, propane buffers are not allowed.

Equipment or tools to be used on this contract must be provided in the quantities needed with the minimum quantity as one (1) and shall meet the requirements of the work and produce a satisfactory quality of work. ConnDOT may order the removal and require replacement of any unsatisfactory equipment. Required equipment, tools, and supplies left on-site include:

1. Plastic or stainless steel mopping pails with a wringer.
2. Short-handle duster with removable head and treated dusting cloth.
3. Putty scraper.
4. Small scrub brush.
5. Small plastic funnel.
6. 8 ounce plastic measuring cup.
7. Supply of clean cloths (low lint).
8. Plastic spray bottle with glass cleaner.
9. Gallon of detergent concentrate with jug pump.
10. Gallon cleaner, disinfectant-concentrate, with jug pump.
11. Plastic spray bottle with cleaner disinfectant solution.
12. Plastic spray bottle with clear water.
13. Lotion-type cleanser.
14. Metal polish.
15. Furniture Polish.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

16. Blind dusters and brushes.
17. Metal can for ashtray disposal.
18. Dust pan and counter broom.
19. Wet mop, if non-carpeted floors are in the assigned area.
20. Dust mop, if non-carpeted floors are in the assigned area.
21. Vacuums as specified.
22. Stripping and buffing machines.
23. Stepladders and other ladders as needed marked with company name to access light bulbs and high dusting.
24. "Caution" and "Wet Floor" signs.

MATERIALS:

- A. The Contractor will furnish all consumables and supplies and insert various products in the appropriate dispensers. Repair and any needed replacement of broken dispensers is the Contractor's responsibility.
- B. Any materials used not specifically identified in this contract are subject to the approval of the State.
- C. The Contractor shall furnish and install all necessary liquid hand soap as required for all dispensers. Any repairs, replacement, or unclogging of the dispensers is the Contractor's responsibility. Replacements must be with approved equal materials. All sinks that do not have a dispenser must have one installed by the cleaning Contractor. Hand sanitizer units are the responsibility of the Contractor. They must be checked on a nightly basis and filled when necessary. Contractor to supply all deb/SBS Aero Instant Free Foaming Hand Sanitizer Fragrance-free and Dye-free.
- D. The Contractor shall use only materials that are labeled and identifiable by brand name. No materials, treatment, or procedure shall be used on any floor or stairway that will cause or contribute to the floor or stairway surface being slippery or unsafe to walk upon in all kinds of weather under normal use.
- E. The Contractor is responsible to provide and maintain a number of walk-off mats as described in these specifications.
- F. Material Safety Data Sheets must be supplied and kept current for all supplies and items brought into the facility. The Contractor must keep a set and forward a set to ConnDOT contact person.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

SUPPLY DISTRIBUTION:

Paper products, toilet tissue, and trash liners must be installed to ensure an adequate supply for the next day. If the Contractor fails to comply with these or similar requirements, the ConnDOT will promptly notify the Contractor to correct the problem(s). When the ConnDOT corrects a problem or situation, the Contractor will be assessed a minimum one hundred dollars (\$100.00) charge per occurrence.

COMPLIANCE WITH ENVIRONMENTAL REGULATIONS:

The Contractor shall be fully responsible for compliance with all environmental regulations and policies. This includes ensuring that the toilets in the building connected to the sewer system are the only acceptable place to dispose of any water, cleaning chemicals, or other products that were used in building cleaning. Under no circumstances should anything be dumped outside on the ground or in catch basins.

TRASH AND RECYCLABLE MATERIAL COLLECTION:

Trash, recyclable collection, breakdown of boxes and removal by the Contractor to the various on site dumpsters or holding areas is included in the services to be provided. Trash collection and removal from the premises is not a requirement of this contract.

SCHEDULE:

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

PERFORMANCE MONITORING (PLEASE READ CAREFULLY):

Throughout the term of this agreement ConnDOT and DAS will monitor the performance of the Contractor. After receipt of a Vendor Performance Report, each specific incident will be addressed as follows:

The first incident report of a specific requirement within an evaluation period will produce the DAS-Procurement Contract Specialist to investigate a formal complaint regarding contractual breaches or poor performance issues for the purpose of validating such complaints. After the first validated report of poor performance or noncompliance, the Contractor will be given a reasonable opportunity to cure the performance and compliance issues.

A second validated incident report of poor performance or noncompliance of the same specific requirement within an evaluation period may result in a conference involving the contract vendor, the contracting state agency and DAS Procurement. The Contractor will then be given a second opportunity to cure poor performance and compliance issues.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

A third validated incident report of poor performance or noncompliance complaint of the same specific requirement within an evaluation period may result in termination of the contract. DAS will employ another Contractor to fulfill the requirements of the contract. The terminated Contractor shall be liable to the State of Connecticut for all additional costs incurred as a result if the termination pursuant to Sections #9 , #11 and #22 of this contract.

In the event of termination, all keys, drawings, plans, sketches and all specifications, any data pertaining to the contract, and any unused material supplied by the State must be delivered to the State upon demand.

For purposes of this agreement, an “evaluation period” is defined as three (3) consecutive months. Specific incidents from one (1) evaluation period may not extend into another evaluation period. After two (2) consecutive evaluation periods, the State may review the results of the Contractor’s performance and may, at the State’s option, revise the length of the evaluation period.

Instructions to the agency on where to find the Vendor Performance Report:

Go to the DAS/Procurement Services website-

www.biznet.ct.gov/AccountMaint/Login.aspx

Both the agency and the provider must “create an account”. Follow instructions to create an account on the website address listed above. If you are not new, login and follow prompts to complete the report.

In the event that the contract award has been terminated, the awarded Contractor will complete all work currently underway, and the agency will make payments for all services rendered and completed.

ASSESSMENT OF DAMAGES:

In the event that the Contractor provides unsatisfactory service(s) or fails to comply with the specifications, which has to be remedied by the use of State forces or by the use of other Contractors; the State will assess the Contractor the full amount expended to correct the deficiencies.

If Contractor fails to attend all scheduled meetings, then the Contractor may be liable for monetary damages, as determined by DAS Procurement Services, payable to Treasurer, State of Connecticut or the State may authorize a deduction from payment due to Contractor.

Exhibit A

Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498

In the event the Contractor and/or its Contractors' performance and/or equipment is not in proper working condition, causing delays in the performance of services rendered, the State reserves the right to negotiate and assess damages. The negotiation of damages will be discussed by all parties. Final determination will be made by DAS Procurement Services (reference Section #9, #11 and #22 of the Contract document).

EQUIPMENT STORAGE:

The State will provide limited space on the premises for the storage of equipment and cleaning products related to this contract. In addition, an outside storage shed has some space that the Contractor may use; however, this is not a tightly sealed building, so care must be exercised as pests may be present. 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.

PRICING:

The State needs to have pricing in several different formats in order to accommodate various budget scenarios and may need to change the specification hours based on various considerations. The following prices are requested:

1. In-Season monthly price (May 1st through Labor Day) seven (7) days per week, Sunday through Saturday, 11:00 a.m. through 5:00 p.m. with one half (½) hour unpaid lunch.
2. Off-Season monthly price (Labor Day through May 1st) four (4) days per week (Thursday, Friday, Saturday and Sunday), 8:00 a.m. through 2:00 p.m. with one half (½) hour unpaid lunch.
3. Price Adjustment - This is an hourly rate will be used as a deduction or an addition from the In-Season or Off-Season monthly price.

Example: ConnDOT may for example decide to change In-Season work that is scheduled from 11:00 a.m. to 5:00 p.m. to 11:00 a.m. through 3:00 p.m. instead and would reduce the In-Season price by fourteen (14) hours per week, and the bid hourly rate will control the deduction.

Conversely, we could opt to increase the Off-Season hours to 8:00 a.m. to 5:00 p.m. and would use the same hourly rate as an increase to the Off-Season rate.

PENALTIES:

1. Should the employee not be in a uniform as described in the "Uniforms and Badges" clause, the contractor will be assessed fifty dollars (\$50.00) penalty per day.
2. If the State has deficiencies corrected via the hiring of another Contractor or by use of State employees, the awarded Contractor will be assessed the amount charged/paid out by the State. If a contract is

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

cancelled because the Contractor fails to perform satisfactorily, the State may re-award or re-bid the contract.

3. Additional costs and expenses incurred in re-awarding the contract may be assessed against the original Contractor as a penalty for their negligence, for the remainder of the contract period.
4. A twenty-five dollars (\$25.00) charge will be levied against the Contractor for each broken or lost key.
5. The State reserves the right to assess the Contractor fifty dollars (\$50.00) penalty per day for each piece of equipment that is deemed inoperable.
6. Should the Contractors' employee not be on the job site when ConnDOT make periodic checks there will be a fifty dollars (\$50.00) penalty per occurrence plus a deduction for hours not worked.
7. Should the Contractor not have adequate cleaning supplies or paper products or the facility be left with any empty dispensers there will be a one hundred dollars (\$100.00) charge per occurrence.
8. Should the Contractors' employee not be on the job site at the designated starting time, there will be a fifty dollars (\$50.00) penalty per occurrence, plus the time will not be paid. The State will then make one (1) phone call to a number given to ConnDOT by the Contractor. After making a phone call to the number provided by the Contractor (even if not answered) and the Contractor does not have an employee on site within two (2) hours, there will be an additional two hundred-fifty dollars (\$250.00) penalty plus a deduction of anytime not worked.

STANDARD WAGE RATES:

Connecticut General Statute § 31-57F mandates the payment of standard wage rates for any contract of this type unless the contract does not exceed \$49,999.00 per annum. Therefore, if the yearly price is higher than \$49,999.00, this contract will be subject to CGS § 31-57F. If this contract, by virtue of the yearly price is not subject to CGS § 31-57F, then the pricing will be firm for the contract term. If the contract is subject to CGS § 31-57F, then the following applies concerning wage increase:

The only price adjustment allowable in this contract will be for the adjustment of wages paid pursuant to the requirement in CGS § 31-57F that employers adjust the wages paid to employees during the life of the contract to meet the standard wage rate.

Information regarding this Statute and how and when it applies can be obtained from the State of Connecticut, Department of Labor (DOL) web site at:

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

Questions concerning the provisions and implementation of this act should be referred to the DOL's Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114, or by calling (860) 263-6790.

INSURANCE CERTIFICATES REQUIRED:

Before any purchase order is issued, the successful Contractor will be required to file with ConnDOT within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. ConnDOT will provide their standard insurance certificate form "CON-32A" (most current version); Contractor(s) are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit the CON-32A within twenty (20) days of request will be considered a breach of the contract. Insurance certificates must document that the Contractor has commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

The Contractor shall produce, within five (5) business days, a copy or copies of all applicable insurance policies when requested by the State. In providing said policies the Contractor may redact provisions of the policy that are proprietary. This provision shall survive the suspension, expiration or termination of this contract.

With respect to the operations performed by the Contractor(s) under the terms of this contract and also those performed for the Contractor(s) by its subcontractors, the Contractor(s) will be required to obtain at its own cost and for the duration of this contract, and any supplements thereto, and in the name of the State of Connecticut in conjunction with paragraph below, and with the State being named as an additional insured party with regard to the insurance required in paragraphs (B) and (C), the minimum liability insurance coverage set forth in paragraphs, (B), (C), and (F) at no direct cost to the State.

Contractor(s) will 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.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after thirty (30) days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

Contractor agrees that he/she will not use the defense of sovereign immunity in the adjustment of claims or in the defense of any suit, unless requested by the State.

B. COMMERCIAL GENERAL LIABILITY:

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of one million dollars (\$1,000,000.00) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000.00) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY:

The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of one million dollars (\$1,000,000.00) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least two million dollars (\$2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the 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. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000.00) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION:

With respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

F. UMBRELLA LIABILITY:

In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items **B, C, and F** (if required) the State of Connecticut must be named as Additional Insured

The Contractor agrees to furnish to the State a “Certificate of Insurance, CON-32A”, in conjunction with items **B, C, D, and F** above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies herein above, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers’ Compensation Insurance and, if applicable, the U.S. Longshoremens and Harbor Workers’ Compensation Act coverage, the policy number(s) and term of the policy(ies) shall be indicated on the CON-32A.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney’s fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor’s employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage shall be provided by the Contractor. Contractor should hand carry or mail Insurance Certificates to ConnDOT.

Please mail or hand carry insurance certificates to:

State of Connecticut
Department of Transportation
Bureau of Finance and Administration
Attn: Debbie Ello
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Purchase orders will not be issued without receipt of properly executed insurance certificates.

PURCHASE ORDERS:

Questions concerning purchase orders are to be directed to ConnDOT Processing Unit at 860-594-2070.

Exhibit A

**Custodial Services
State of Connecticut Department of Transportation
Westbrook Tourist Information Center
Route I-95 (Northbound, Exits 65 & 66)
Westbrook, CT 06498**

INVOICES AND PAYMENTS:

ConnDOT's Accounts Payable Unit through the Comptroller's Office will issue Payments. Payment and invoicing inquiries should be directed to ConnDOT's Accounts Payable Unit at 860-594-2305.

All invoices must include:

1. Contractor F.E.I.N. or Social Security number.
2. Complete Contractor name and billing address.
3. Project number, if applicable.
4. Invoice number and date.
5. Purchase order number.
6. Itemized description of services and/or material supplied.
7. Adjustments, if applicable.
8. Quantity, unit, unit price, and extended amount.
9. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
10. Work periods and traffic control prices must be itemized, if applicable.

For prompt payment processing, please mail invoices 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 noted above.

EXHIBIT A.1 TASK AND FREQUENCY SCHEDULE

TASK SPECIFICATIONS:

The following Task Descriptions are the minimum standards for execution of the tasks. The frequency of the task is listed on the Maintenance Task Schedule provided at the end of this division. These descriptions will be referred to on the Proposal Schedule (Exhibit B) by letter designator.

- A. Dust Mop and Wash all Quarry Style Tile Floors:** Remove and replace objects not permanently affixed to floor. Wash using disinfectant solution changing water frequently. "Caution" and "Wet Floor" signs must always be used when any floor is being maintained or is wet
- B. Empty and Clean Trash Receptacles:** 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.
- C. Clean Cigarette Receptacles:** Contractor shall empty, clean and refill sand (where applicable) cigarette receptacles and police/sweep area to remove all butts.
- D. Dust Furniture:** Wipe all furniture clean nightly 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).
- E. Dust Interior Surfaces:** Dust all building surfaces such as rails, ledges, windowsills, partitions, blinds, vents, baseboards, etc. Wash clean where necessary.
- F. Machine Scrub all Quarry Style Tile Floors:** First remove all objects not pre-attached to floor, machine scrub with multiple rinses. This may need to be done in sections, and then replace objects. "Caution" and "Wet Floor" signs must always

be used when any floor is being maintained or is wet.

- G. **Wash Walls and Partitions:** Clean with suitable cleaner and/or detergent all walls, partitions. Clean and polish with suitable material, all bright work, water fountains, etc. Vacuum cloth covered partitions.
- H. **Glass Doors – Interior and Exterior:** All glass on all doors, including office and corridor sidelights and vestibules to be washed clean including interior and exterior surfaces. All drippings to be wiped clean and dry.
- I. **Dust Light Fixtures:** All light fixtures are to be dusted with a suitably treated cloth or duster. Also, open, clean, and remove dead bugs and wipe clean lens with cloth.
- J. **Wash Light Fixtures:** all fluorescent and incandescent light fixtures, diffusers, bulbs, and light panels are to be washed with a suitable liquid cleaning agent and rinse
- K. **Spot Clean:** 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.
- L. **Clean Rest Rooms:** This must be done multiple times per day.
 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. Pour water/disinfectant solution into all floor drains.
10. Machine scrub floors on a weekly basis.

- M. Refill Dispensers:** stock all sanitary product machines with product. All repairs, supplies, product purchase money collections or shortages are the vendor's responsibility.
- N. Clean all Furniture:** To wash clean with a suitable cleaner all furniture, chairs, tables, receptacles, microwaves and refrigerators.
- O. Metal Surfaces:** All metal surfaces around doors, windows, and all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, pillars, doors, water fountains, etc. Polish all bright work and metal.
- P. Sweep Daily:** Sweep, remove litter and watering all outside walk areas, entrance ways, picnic areas, gazebo, and lawn areas within 150 feet of both structures. Water all floral planters as needed.

- Q. Walk-Off Mats:** Vacuum all entrances areas and walk-off mats. Roll up mats and shake out daily, sweep and wash under mats. Mats are to be replaced every two (2) weeks.
- R. Light Bulbs:** Replace all burnt out bulbs inside the building. Contractor will use his/her own ladder to replace all burnt out light bulbs. Bulbs will be supplied by the state. 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 a ConnDOT 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.
- S. Exterior and Interior Windows:** Wash exterior and interior of all outside windows. Windows must be washed with a squeegee using scaffolding or ladders as necessary. All OSHA Fall-Protection Requirements must be followed. All blinds, screens or other covering to be removed and replaced by Contractor.
- T. Clean ceiling vents:** Remove vent, dust, and then wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace. If unable to remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot, and dry vent. Vacuum the ceiling tiles within two (2) feet of all vents.
- U. Flags:** Raise and lower flags and store.
- V. Propane Tank:** Check propane levels daily and report quantities of less than ¼ tank to:

ConnDOT
East Lyme Regional Office
Henry A. Granger, Jr. Maintenance Supervisor
Phone: 860 739-7818
Fax: 860 739-0175

W. Winter Snow Procedures:

1. Provide hand shoveling of snow removal for the front sidewalk and entryway, handicapped ramp and the back sidewalk as necessary to keep clear of snow and ice.
2. Furnish and apply ice pellets/sand on the areas listed in item 1.
3. Perform “Winter Season Procedures”.

X. Portable Toilets: Completely clean and stock with toilet paper all portable toilets, with the last cleaning done during the last hour of the shift. This cleaning is to include floor, walls, and seats. This will need to be done multiple times per shift.

FREQUENCY OF CLEANING DUTIES REQUIRED:

The Price Schedule (Exhibit B) pages list the frequency for performing the specific duties required

WALK-OFF FLOOR MAT:

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

Note: Mats to be supplied and put in place by the Contractor

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

Color: Dark Blue

Total Number of Mats: Two (2)

◆ One At Each Entrance Door: Two (2) mats 4' x 6'

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.

MAINTENANCE TASK SCHEDULE

☛ In-Season Services:

May 1st through Labor Day

Seven (7) days per week (Sunday through Saturday)

11:00 a.m. through 5:00 p.m.

- Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
- Weekly Tasks: (F, G, I, S)
- Monthly Tasks: (J, T)

Note: Daily Tasks are done multiple times during the shift.

☛ Off-Season Services:

Labor Day through May 1st

Four (4) days per week, Thursday, Friday, Saturday, Sunday

8:00 a.m. through 2:00 p.m.

- Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)
- Weekly Tasks: (F, G, I, S)
- Monthly Tasks: (J, T)

Note: Daily Tasks are done multiple times during the shift.

ADDITIONAL WORK:

There may be additional tasks required that were not specified or anticipated. The Contractor shall, for those tasks, submit a written proposal. ConnDOT shall review these additional charges, and if in accordance with previously bid hourly rates, shall request that DAS, Procurement Services, incorporate them into the contract through an appropriate supplement.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 04PSX0079

Aimee Cunningham
 Contract Specialist
 (860) 713-5250
 Telephone Number

PRICE SCHEDULE for 04PSX0079	DELIVERY: Per Specifications				
Page 1 OF 2	<table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="padding: 2px;"> TERMS: Net 30 </td> <td style="padding: 2px;"> CASH DISCOUNT: % Days </td> </tr> <tr> <td colspan="2" style="padding: 2px;"> CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA) </td> </tr> </table>	TERMS: Net 30	CASH DISCOUNT: % Days	CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)	
TERMS: Net 30	CASH DISCOUNT: % Days				
CONTRACTOR NAME: Connecticut Community Providers Association, Inc. (CCPA)					
For the Department of Transportation's Westbrook Tourist Information Center					

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
--------	--	----------	-----------------	------------	-------------

☛ **In-Season Services: \$3,196.08 Price per Month**
 May 1st through Labor Day
 Seven (7) days per week (Sunday through Saturday
 11:00 a.m. through 5:00 p.m.

Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)

Note: Daily Tasks are done multiple times during the shift.

Weekly Tasks: (F, G, I, S)

Monthly Tasks: (J, T)

☛ **Off-Season Services: \$1,643.88 Price per Month**
 Labor Day through May 1st
 Four (4) days per week (Thursday, Friday, Saturday and Sunday)
 8:00 a.m. through 2:00 p.m.

Daily Tasks: (A, B, C, D, E, H, K, L, M, N, O, P, Q, R, U, V, W, X)

Note: Daily Tasks are done multiple times during the shift.

Weekly Tasks: (F, G, I, S)

Monthly Tasks: (J, T)

Price Adjustment: Price Adjustment - This is an hourly rate will be used as a deduction or an addition from the In-Season or Off-Season monthly price.

PRICE SCHEDULE SP-16 Rev. 05/07 Prev Rev. 03/07 Aimee Cunningham <i>Contract Specialist</i>	STATE OF CONNECTICUT PROCUREMENT DIVISION EXHIBIT B		BID NO 04PSX0079
(860)713-5250 <i>Telephone Number</i>	PRICE SCHEDULE for 04PSX0079		BIDDER NAME:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
--------	--	----------	-----------------------	------------	-------------

\$ 16.20 Price per Hour

Monthly price for tasks “B” and “X” once a day between the hours of 8:00 a.m. and 9:00 a.m. on days the Westbrook Tourist Information Center is not open on Monday, Tuesday and Wednesday during the Off-Season.

\$216.00 Lump Sum per Month

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Aimee Gagnon
Contract Specialist
(860)713-5250
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Due Date:

23 April 2004

SUPPLEMENT DATE:

27 July 2010

CONTRACT AWARD SUPPLEMENT #4

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

DESCRIPTION: Custodial Services for the Westbrook Tourist Information Center

FOR: CT Department of Transportation
2800 Berlin Turnpike
Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
5/1/2004 through 09/30/2013

AGENCY REQUISITION NUMBER: 2222222

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$112,000.00 Est.			\$112,000.00 Est.

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

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

(http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Connecticut Community Providers Association**

Address: **35 Cold Springs Rd. 522 Rocky Hill, CT 06067-3165**

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contact Person: **Kirk Springsted**

Contract Value: **Est. \$ 182,000.00**

Delivery: **per enclosed terms & conditions**

Agrees to Supply Political Sub-Divisions: **n/a**

Certification Type (SBE, MBE, WBE or None): **none** Terms: **Net 30 Days**

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

NOTE:

In accordance with Public Act 10-189, this contract is extended for a term of three years. The expiration date is September 30, 2013. All other terms and condition remain in full force and effect.

APPROVED _____

AIMEE CUNNINGHAM

Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

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

Ann Simeone
Contract Specialist
(860)713-5051
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

16 April 2004

Bid Due Date:

21 April 2004

SUPPLEMENT DATE:

21 January 2009

CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: Custodial Services for the Westbrook Tourist Information Center

FOR: Department of Transportation 2800 Berlin turnpike Newington, CT 06131-7546		TERM OF CONTRACT / DELIVERY DATE REQUIRED: 5/1/2004 through 09/30/2010	
		AGENCY REQUISITION NUMBER: 2222222	
CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$15,000.00 (est)			\$15,000.00 (est)

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

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION.

(http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp)

Company Name: **Connecticut Community Providers Association**

Address: **35 Cold Springs Rd. 522 Rocky Hill, CT 06067-3165**

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contract Value: \$250,000.00 (est total)

Contact Person: **Kirk Springsted**

Delivery: **per enclosed terms & conditions**

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

Terms: **Net 45 Days**

Agrees to Supply Political Sub-Divisions: **n/a**

Company E-mail Address and/or Company Web Site **k.springsted@ccpa-inc.org**

www.ccpa-inc.org

NOTE:

- **Minimum Wage Retro and Monthly Increases are as follows:**
 - **Retro for 2006 \$800.41**
 - **Retro for 2007 \$1,459.16**
 - **Retro for 2008 \$1,406.64**
 - **Added monthly increase for Off-Season \$131.88 (see attached revised pricing)**
 - **Added monthly increase for In-Season \$283.72 (see attached revised pricing)**

Supplement #3
04PSX0079
Page 2

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

APPROVED _____

ANN SIMEONE
Contract Specialist

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT PROCUREMENT SERVICES

Award # 04PSX0079

Contract Specialist
Paul Greco

Telephone Number
860-713-5189

AWARD SCHEDULE

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

DELIVERY: Per terms and conditions

Contractor : CCPA , Kirk Springsted
860-

Payment terms are net 45 days. Any deviation may result in bid rejection.
Bid prices shall include all transportation charges FOB state agency.

Page 1 OF 1

DESCRIPTION OF COMMODITIES AND/OR SERVICES

TOTAL MONTHLY PRICE

CUSTODIAL SERVICES AT THE WESTBROOK TOURIST INFORMATION AREA ON ROUTE 95 NORTHBOUND EXITS 64 & 65, IN ACCORDANCE WITH ALL SPECIFICATIONS, AND BID TERMS AND CONDITIONS.

- THE CONTRACT PERIOD WILL BE FROM MAY 1, 2004 THROUGH APRIL 30, 2006 WITH AN OPTION FOR THE STATE TO EXTEND THE CONTRACT FOR UP TO TWO (2) ONE (1) YEAR PERIODS OF TIME.
- SERVICE IS REQUIRED SEVEN (7) DAYS PER WEEK, DURING THE HOURS OF 8:00 A.M. TO 4:00 P.M. IN SEASON (MAY – OCT.) AND FOUR (4) DAYS, THURSDAY, FRIDAY, SATURDAY AND SUNDAY DURING THE HOURS OF 10:00 A.M. TO 4:00 P.M. OFF SEASON (NOV.-APRIL). PLEASE NOTE THAT THE START AND END TIMES COULD BE ADJUSTED ON A PERIODIC BASIS AT THE DISCRETION OF THE STATE DURING THE CONTRACT DURATION.
- **MONTHLY BID PRICE WILL BE BASED ON THE FOLLOWING DAILY, WEEKLY, AND MONTHLY TASKS (REF. ATTACHED SB-5.09 FOR TASKS CORRESPONDING TO LETTERS):**
- **DAILY: B, D, E, F, G, J, N, O, P, Q, S, T, V, AA, AB, AC, AD, AE AND THE CONTRACTOR MUST CONTINUOUSLY CLEAN RESTROOMS. PAVILION MUST BE CLEANED DAILY AND OUTSIDE TRASH CANS AND CIGARETTE RECEPTACLES EMPTIED, AS NEEDED, AT LEAST DAILY.**
- **WEEKLY: K, R, I, W, AND WASH ALL RESTROOM WALLS AND PARTITIONS, MACHINE SCRUB RESTROOM FLOORS.**
- **MONTHLY: Z AND AT START OF CONTRACT SEASON: L AND X.**

OPTIONAL BID ITEMS

AF. Portable Toilets - In Season

Both portable toilets shall be services twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

AG. Portable Toilets - Off Season

Both portable toilets shall be services twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be services once a day every day the center is not open for business. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

PROVIDE AND MAINTAIN TWO PORTABLE TOILETS (one standard unit and one handicap accessible unit) while meeting the minnum specifications listed in GC: 4.13

\$ 3,847.72

MONTHLY IN SEASON

\$ 1,859.88

MONTHLY OFF SEASON

\$ No CHARGE

MONTHLY - IN SEASON

\$ 453.60

MONTHLY - OFF SEASON

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Ann Simeone
Contract Specialist
(860)713-5051
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

16 April 2004

Bid Due Date:

21 April 2004

SUPPLEMENT DATE:

24 April 2007

CONTRACT AWARD SUPPLEMENT #2

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

DESCRIPTION: Custodial Services for the Westbrook tourist Information Center

FOR: CT Department of Transportation
2800 Berlin turnpike, Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
5/1/2004 through 09/30/2010
(original term 5/1/2004-4/30/2006)

AGENCY REQUISITION NUMBER: 222222

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
\$87,500.00 (est)			\$87,500.00 (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://www.das.state.ct.us/busopp.asp>)

Company Name: **Connecticut Community Providers Association**

Address: **35 Cold Springs Rd. 522 Rocky Hill, CT 06067-3165**

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contact Person: **Kirk Springsted**

Contract Value: Est. \$ 35,000.00 per annum

Delivery: **per enclosed terms & conditions**

Agrees to Supply Political Sub-Divisions: **n/a**

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

Terms: **Net 30 Days**

Company E-mail Address and/or Company Web Site www.ccpa-inc.org

NOTE:

- **Contract Extended according to the following:** Contracts awarded pursuant to C.G.S. 17b-656 or purchases in place of 10/01/06 are not subject to competitive bidding and shall remain in place through 09/30/10 with the proviso the current "fair market pricing" (with the exception of DOL prevailing rate changes) does not change. Reference: Section 4a-82. 7 (o)
- **Correction of typos attached – complete corrected document found on file and online**
- **All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**

APPROVED _____

ANN SIMEONE
Contract Specialist

Date Issued: 24 April 2007

(Original Signature on Document in Procurement Files)

04PSX0079

Supplement #2 Corrections

Entire document on file and on-line

1. Provide hand shoveling of snow for the front sidewalk and entryway, the handicapped ramp and the back sidewalk as necessary to keep clear of snow and ice.
2. Apply State provided ice pellets/sand on the areas listed in item 1.
3. Perform "Wintertime Closing Procedures".

AF. Portable Toilets - In Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

AFG. Portable Toilets - Off Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be serviced once a day every day the center is not open for business. Service will include the following:

- c. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- d. Restocking of toilet paper when needed.

Proposal Schedule corrected to reflect the typos.

DEPARTMENT OF TRANSPORTATION
JANITORIAL SPECIFICATIONS

INTRODUCTION: These contract specifications are for Custodial Services at the Westbrook Tourist Information Area. This area is located on Route 95 Northbound, between exits 65 and 66.

GENERAL CONDITIONS

GC-1.01: No keys shall be duplicated and all keys shall be returned at the end of the contract period to D.O.T Security. The Contractor is responsible for informing his employees of all security measures which must be adhered to by all employees. Any violations created by the Contractor or his employees will subject the Contractor to fines and/or cancellation of the contract. The State has the right to demand termination of any employee who has violated DOT Security Regulations. There will be a \$25.00 charge for each broken key.

The cleaning Contractor shall reimburse the State for all expenses incurred to re-key doors affected by a loss of keys, that have been assigned to the cleaning Contractor and/or his personnel.

GC-1.02: All Contractor's work to be performed and employees on the premises shall be subject to the jurisdiction of the States Representative. It is further agreed that the Contractor will hire only employees with good moral character and technical knowledge of their duties to properly conduct such services.

GC-1.03: The Contractor shall supply competent and thoroughly trained supervisors to check, inspect, oversee the securing of the entrances and exits and windows of the facility, and maintain records of all work performed. These records shall be available for review by the state upon request.

A job task progress/inspection sheet detailing the tasks, staff, time in/time out, and personnel present, is to be developed by the Contractor, and approved for use by the State. This progress/inspection sheet is to be posted at the supply area and is to be updated daily and signed by the on-site supervisor.

GC-1.04: When quarterly, semi-annual, annual or demand cleaning is required, the Contractor shall furnish additional personnel in excess of those required in performing the

daily functions.

Prior to performing any demand tasks the Contractor shall receive written pre-scheduling authorization from the State to perform such tasks. This authorization must be obtained prior to performing the tasks as listed as line items on a purchase order.

GC-1.05: The Contractor shall make prompt restitution to the Agency by Certified Check or replacement or repairs (subject to the Agency's approval) in settlement of any damage to the owner's, employees or tenants' property caused by the Contractor's employees.

GC-1.06: The Contractor shall furnish, at his own expense, all necessary cleaning supplies, equipment and materials necessary for the performance of his services, unless otherwise noted. All supplies, equipment and material shall be provided in original containers and shall be subject to approval by the Agency. Material Safety Data Sheets shall be provided for all chemicals in accordance with OSHA requirements.

GC-1.07: The Agency will provide limited storage space within the building for the Contractor's supplies, materials, and equipment.

GC-1.08: The Contractor is required to use floor finish that shall be a slip-resistant product having a static coefficient of friction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

GC-1.09: The Contractor shall undertake and guarantee to pay all payroll taxes and any other taxes on items that may be levied against payrolls by either city, state, or federal agencies, and the Contractor shall make all payments to any welfare plans or other benefits programs, as may be required.

GC-1.10: Before any contract is executed, the successful contractor(s) will be required to file with the Department of Transportation, within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Department of Transportation will provide their standard insurance certificate form "CON-32A" (most current version), contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within twenty (20) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner's and contractor's protective liability, commercial

general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, with the State being named as an additional insured party paragraphs (B), (C), and (F), the following minimum liability insurance coverage at no direct cost to the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package.

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 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.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Contractor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of one million dollars (\$1,000,000) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of one million dollars (\$1,000,000) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least two million dollars (\$2,000,000). 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. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

E. UMBRELLA LIABILITY

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, and F the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunct with Items B, C, D, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers' Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A. Each insurance

policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage is the responsibility of the contractors. Insurance requirements will be **strictly enforced**. Contractors should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.**

Please mail or hand carry certificates to:

Department of Transportation
Bureau of Finance and Administration
Attn: April Holt
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

GC-1.11: PAYMENT: All payments made by the State of Connecticut to the Contractor will be after service has been performed on a monthly basis, and after receipt of a completed Vendor invoice. Vendor's invoice must contain the Vendor's Federal Identification Number and also reference the "Department of Transportation's" Purchase Order Number.

Payment and Invoicing inquiries should be directed to the Department of Transportation's Accounts Payable Unit at telephone number (203) 594-2307. Invoices should be sent to:

State of Connecticut

Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546
Attn: Accounts Payable

Demand work will be ordered, billed and invoiced separately when all work is completed; invoiced to the issuing unit and inspected by the State's designated representative. All invoices that have project work lump summed into the monthly routine cleaning charge, and not listed as a separate charge, will be returned to the Contractor.

GC-1.12: EQUIPMENT: The Contractor shall provide compatible equipment, material, and methods in compliance with manufacturer's specifications and recommendations for the products used and the areas to be cleaned.

GC-1.13: INSPECTION: Once a week, as scheduled by the State, the State's designated representative and Contractor's representative will meet to inspect work under this contract. The Contractor shall make a written list of any deficiencies brought to his attention and shall have corrective work done within five (5) days. The Contractor shall furnish a written report on all deficiencies to the designated representative within one (1) day after the meeting.

GC-1.14: The day-to-day contact person available for direct communications with the Contractor shall be the Department of Transportation Supervisor of Concessions or his authorized designee. He will be the on-site representative of the State regarding the contractual obligations of the parties and interpretation of the contract language contained herein; however, the Department of Administrative Services has ultimate authority regarding contractual obligations and interpretation of the contract language.

GC-1.15: Upon request, the Contractor will supply the State with its most recent annual financial statement upon submitting a bid for this contract.

GC-2.01: VARIATIONS IN QUANTITIES: Where quantity of a major pay item, as designated on the Proposal Schedule in this contract, is a contractual quantity and where the actual quantity of such pay item varies more than five percent (5%) above or below the contractual quantity stated in this contract, an equitable adjustment in the contract price may be made upon request of either party. The equitable adjustment shall apply only to the quantity above one hundred five percent (105%) of the estimated quantity or that quantity below ninety-five percent (95%) of the estimated quantity. The intention of this section is for an equitable monetary adjustment when:

1. Additional Areas (space-square foot of area) are added to the area bid or contracted for.
2. Deletion of Area (space-square foot of area) is removed from the area bid or contracted for.

Adjustments for such changes will be made by increasing or decreasing the amount paid for monthly services, whereas adjustments to the demand services will be paid for on a percentage basis, i.e., 10% increase in square feet will equal an increase of 10% of the demand charges.

GC-2.02: CHANGES: The intent of this section is to address changes such as: 1. Recycling in accordance with State Regulations, 2. Supply or Non-Supply of materials for this contract, 3. Major Changes in the layout of the office equipment.

- A. The State may, at any time, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of the contract, including but not limited to changes:
 1. In the specification or plans.
 2. In the methods, manner or performance of the work.
 3. In the State furnished facilities, equipment, materials, or services.
 4. Directing acceleration in the performance of work.
- B. Except as herein provided, no order, statement, or conduct of the State shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- C. If any change under this clause causes an increase or decrease in the Contractor's cost, or the time required for the performance of any part of the work under the contract, whether or not changed by any order, an equitable

adjustment shall be made in accordance with the appropriate proposal page line item, and the contract modified in writing accordingly provided. However, that except for claim based upon defective specifications, no claim for any change under Paragraph B above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required, and provided further that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications. Vendor's profit margin must remain the same.

- D. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under Paragraph A above or the furnishing of a written notice under Paragraph B above, submit to the State a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim here-under may be included in the notice under Paragraph B above.
- E. No claim by the Contractor for an equitable adjustment here-under shall be allowed if asserted after final payment under this contract.

GC-2.03: UNAUTHORIZED WORK: Any work which may be performed by the Contractor prior to the receipt of the Purchase Order, work done contrary to or regardless of the instructions of the State, or any extra work done without written authority, will be considered unauthorized work and at the expense of the Contractor, and will not be paid for.

GC-3.01: AUTHORITY OF THE STATE:

- A. The State shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work, all questions which may arise as to the interpretation of any or all Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The State shall determine the amount and quality of work performed which are to be paid for under the contract.
- C. The State shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

GC-3.02: CONFORMITY WITH CONTRACT REQUIREMENTS: All work performed and all materials furnished shall be in conformity with the Contract requirements.

In the event the State determines that the service performed or materials furnished by the Contractor are defective or not in conformity with Contract requirements or have resulted in a inferior or unsatisfactory level of service, the State shall order the Contractor, in writing, to correct the nonconforming condition within seven (7) days of receipt of letter. Upon failure of the Contractor to comply, the State shall have the authority to correct the condition by other means, including the use of State employees or by separate contract. The costs of the action taken by the State to remedy the nonconforming situation/condition, as determined by the State, shall be deducted from any monies due or to become due the Contractor under this Contract.

Notwithstanding the above notice provisions, if the State determines that a condition exists which may adversely affect the health or safety of a person or property, the State shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the State that the Contractor is unable to correct the condition, the State shall have the authority to correct the condition by other means without further notice.

Should the Contractor fail to adhere to the specifications and requirements, the State may, at its option, withhold any payments due until such time as the non-conforming items are corrected. The State may also assess financial penalties as described in these specifications. If the State has cause to correct a condition that, in the State's opinion, should have been done by the Contractor, the State may elect to assess financial penalties and/or the addition cost to the State to obtain other means to correct the non-

conforming item.

GC-4.01: CONTRACTOR QUALIFICATIONS: The Contractor shall have performed "CONTINUING DAILY JANITORIAL SERVICES" within Connecticut for single buildings of at least the square footage of the building referred to in these specifications for at least three (3) years prior to entering into this contract and must submit documentation with the bid showing the facility and contact person.

GC-4.02: TRASH COLLECTION: Trash and recyclable collection and removal by Contractor to the various dumpsters or holding areas is included in the services to be provided. Trash collection and removal from the premises is not a requirement of this contract.

GC-4.03: MATERIALS:

- A. The Contractor will furnish all cleaning supplies, restroom supplies, papers products and trash can liners required on the site.
- B. All materials used in conjunction with this contract are subject to the approval of the State.
- C. The Contractor, upon request, shall supply without cost to the State samples for testing of any materials used by the Contractor in the accomplishment of the required services. Such samples may be taken at the discretion of the State from the materials being used "on the job site" and/or from any original containers of the Contractor's reserve supply.
- D. The Contractor shall furnish and install all necessary liquid hand soap as required for all dispensers. Any repairs, replacement or unclogging of the dispensers is the Contractor's responsibility.
- E. All materials used on the job must be labeled and bear the original manufactures labeling.

The Contractor shall use only materials that are labeled and identifiable by brand name. No materials, treatment, or procedure shall be used on any floor or stairway that will cause or contribute to the floor or stairway surface being slippery or unsafe to walk upon in all kinds of weather under normal use.

GC-4.04: UNIFORMS AND BADGES: Contractors' employees to wear uniform shirt with lettering at least one (1) inch high on front over pocket "WESTBROOK REST AREA". There will be a deduction of \$50.00 per day, for any day, when shirts are not

worn.

GC-4.05: KEYING: No keys issued by the State shall be duplicated by the Contractor. The Contractor shall maintain and make available to the State, a key log of all keys issued at the site. The Contractor shall maintain control over key issuance and collection so that none will be removed or taken from the said building, except by managerial or supervisory employees designated by the Contractor to the State. All keys are to be returned to the State at the expiration of the Contract. A twenty-five dollar (\$25.00) charge will be levied against the Contractor for each broken key.

GC-4.06: CONTRACTOR PERSONNEL: The Contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The Contractor agrees to permanently remove any employee from this project whose conduct the State feels is detrimental to its best interest, the best interest of the general public, or the tenants.

GC-4.07: TRAINING: The Contractor must supply personnel trained in the performance of tasks required by this Contract and familiarize all employees with the requirements unique in working in and around a transportation facility, including D.O.T. Security Regulations.

GC-4.08: EQUIPMENT: The Contractor must furnish a listing of the equipment they will be utilizing with this contract. All equipment must be current manufacture and in good operating condition and physical appearance. All equipment is subject to State approval. The State reserves the right to assess the Contractor fifty (\$50.00) dollar per day penalty for each piece of equipment that is deemed inoperable. All equipment must be compatible with the flooring material and surfaces. All wheels shall be of a type that will not mar or damage flooring. Rolling equipment such as carts and wagons must be compatible with the bumpers installed in the building corridors.

NOTE: All machines should be equipped with a minimum of fifty (50) feet of electrical cord of adequate size to permit machine operation over a large area.

GC-4.09: EQUIPMENT TO BE PROVIDED ON SITE BY THE CONTRACTOR:

1. Plastic or stainless steel mopping pails with a wringer.
2. Short handle duster with removable head and treated dusting cloth.
3. Putty scraper.

4. Small scrub brush.
5. Small plastic funnel.
6. Eight (8) ounce plastic measuring cup.
7. Supply of clean cloths (low lint).
8. Plastic spray bottle with glass cleaner.
9. Gallon of detergent concentrate with jug pump.
10. Gallon cleaner disinfectant concentrate with jug pump.
11. Plastic spray bottle with cleaner disinfectant solution.
12. Plastic spray bottle with clear water.
13. Lotion type cleanser.
14. Metal polish.
15. Furniture polish.
16. Blind dusters and brushes.
17. Metal can for ash tray disposal
18. Dust pan and counter broom.
19. Wet mop, if non-carpeted floors are in the assigned area.
20. Dust mop, if non-carpeted floors are in the assigned area.
21. Vacuums, Dual motor with Beater Bar, if carpeted floors are in assigned area.
22. Pile lifters, if carpeted floors are in assigned area.
23. Solutions to clean stains from carpets.

24. Floor burnisher.

25. Ten (10) foot step ladder.

GC-4.10: GENERAL WORK ASSIGNMENTS:

SERVICE REQUIRED: Service is required seven (7) days per week, during the hours of 8:00 AM to 4:00 PM in season (May – Oct) and four (4) days a week; Thursday, Friday, Saturday, and Sunday, 10:00 AM to 4:00 PM off season Nov. – April). Hours may be adjusted per the terms of the contract with concurrence of Philip Parcak. Changes effecting the monthly rate will require the issuance of an appropriate supplement by DAS, Procurement Services.

Contractor’s workers will receive an unpaid lunch break between the hours of 12:00 p.m. and 12:30 p.m. This time may only be adjusted by the duly authorized DOT representative (currently Philip Parcak). Should breaks at other times be detected by DOT or DAS supervisory personnel, there will be a \$50.00 penalty assessed for each occurrence. Repeated occurrences shall be grounds for termination of the employee and/or the contractor.

EMPLOYEE QUALIFICATIONS:

Since the purpose of this facility is to serve the public, it is required that all employees be able to communicate in the English Language with both the public and volunteers that staff the center. The State shall be the sole judge of employee qualifications.

GC-4.11: SUBCONTRACTING:

NO subcontracting of any portion of this contract will be allowed.

GC-4.12: EMPLOYEE REMOVAL:

Any employee employed by the Contractor who, in the sole opinion of the State, does not perform their work in a proper manner shall, at the request of the State, be removed at once by the Contractor employing such employees, and shall not be employed again in any portion of the work without the approval of the State.

Should the Contractor fail to remove such employee(s) as required above, or fail to furnish suitable and sufficient personnel for the proper performance of the work, the State may withhold payments, which are or may become due on the contract.

Equipment or tools to be used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The State may order the removal and require replacement of any unsatisfactory equipment.

GC-4.13: Portable Toilets:

If bid and awarded as part of this contract, the State shall provide two portable toilets (one standard unit and one handicap accessible unit) and the contractor shall maintain in accordance with SB-5.09 TASK SPECIFICATIONS: AF.

SPECIAL BID AND CONTRACT TERMS & CONDITIONS

SB-5.01: ORDER OF PRECEDENCE: The order of precedence is as follows: Special Bid and Contract Terms and Conditions, General Conditions.

SB-5.02: NON-PERFORMANCE: Paper products, toilet tissue and trash liners must be installed to ensure an adequate supply for the next day. If the Contractor fails to comply with these or similar requirements, the State will promptly notify the Contractor to correct the problem(s). When the State corrects a problem or situation, it may deduct its expenses to make such correction(s). Such deductions will be taken from the Contractor's current invoice and will be a minimum \$100.00 deduction per occurrence.

SB-5.03: PENALTIES: Bidders are advised to bid an amount in which they can perform the required services.

Should the employee not be in a uniform as described in these specifications, there will be a \$50.00 per day deduction from the invoice.

If the State has deficiencies corrected via the hiring of another Contractor or by use of State employees, the awarded Contractor will be assessed the amount charged/paid out by the State. If a contract is cancelled because the Contractor fails to perform satisfactorily, the State may re-award or re-bid the contract.

Additional costs and expenses incurred in re-awarding the contract may be assessed against the original Contractor as a penalty for their negligence, for the remainder of the contract period.

Should the Contractors' employee not be on the job site when our Supervisor or others make periodic checks there will be a \$50.00 penalty per occurrence plus a deduction for hours not worked.

Should the contractor not have adequate cleaning supplies or paper products or the facility be left with any empty dispensers there will be a fifty (\$50.00) dollar invoice deduction penalty.

Should the Contractors' employee not be on the job site at 8:00 AM, in season and 10:00 AM off season there will be a \$50.00 deduction from the invoice. The State will then make one (1) phone call to a number given to the State by the contractor. After making a phone call to this number (even if not answered) and the Contractor does not have an employee on site in two (2) hours, there will be an additional \$250.00 penalty plus a

deduction from the monthly invoice of anytime not worked.

SB-5.04: SUPERVISION OF EMPLOYEES: The State will require the Contractor to provide supervision and training of its employees. Supervision used in the weekly walk through meeting will not be considered as part of the required man-hours.

Staffing for the required tasks are to be determined by the Contractor.

SB-5.05: AGENCY CONTACT: The Agency contact is Mr. Philip E. Parcak. Mr. Parcak can be contacted at telephone number (203) 594-2233.

SB-5.06: A mandatory pre-bid meeting will be held for all bidders concerning this contract. The pre-bid meeting will be held at the site beginning at 10:00 A.M. The date of the meeting will be on the Proposal Schedule Page. The meeting will start promptly. Anyone arriving after 10:00 A.M. will not be allowed in the meeting and subsequently will not be eligible for an award.

The bidders will have an opportunity to tour the site as part of this meeting.

SB-5.07: CONTRACT PERIOD: The contract period will be from May 1, 2004 through April 30, 2006 with an option for the State to extend the contract for up to two (2) one (1) year periods of time. It is expected that full staffing (in Season) will be required from May through October. Off season will be from November through April. It should be noted that this facility should be fully staffed with cleaning staff on Independence Day, Labor Day, Memorial Day, Veterans Day, Thanksgiving Day, and Christmas Day.

SB-5.08: METHODOLOGY FOR DETERMINING AWARD: A single award will be made to the lowest responsible qualified bidder who has submitted all proper references.

SB-5.09: TASK SPECIFICATIONS: The following Task Descriptions are the minimum standards for execution of the tasks. These descriptions will be referred to on the Proposal Schedule by letter designator.

- A. Daily, weekly and monthly maintenance required as part of Exhibit "B", Hard Surface Floor Care.
- B. Dust mop and wash all Quarry style tile floors. Remove and replace objects not permanently affixed to floor. Wash using a disinfectant solution changing water frequently.

C. Vacuum rugs and carpets. Remove all gum and foreign matter and spot clean daily. Vacuum using a dual motor vacuum cleaner having a beater bar. All carpeted surfaces including under furniture edges, corners and pile lifting must be performed every fifth vacuum cycle.

D. Empty waste receptacles and remove trash.

Empty and wash clean inside and outside all waste baskets and trash receptacles. Remove all refuse to dumpster. Replace plastic liners in all trash receptacles. Remove all boxes and trash from offices. If cardboard boxes, break down and put in proper dumpster.

Paper recycling containers:

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

E. Clean ash receptacles.

To empty all ash trays, ash stands, sand urns, clean with damp cloth. Wash all ash receptacles, replace sand as required, at least daily.

F. Dust furniture.

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

G. Dust interior surfaces.

To dust all building surfaces such as rails, ledges, window sills, partitions, walls, water fountains, blinds, vents, baseboards, etc.

H. Demand maintenance of VCT floors.

Perform floor care routine as described in Exhibit "B" Demand Maintenance. This will be priced two (2) ways, the entire building and a square foot price for less than the entire building.

I. Wash walls and partitions.

To clean with suitable cleaner and/or detergent all walls, partitions, doors, water fountains, etc. Polish all brightwork and metal.

J. Glass doors and ground level windows - interior and exterior.

All glass on doors, including office entry ways and lobbies to be washed clean, including interior and exterior surfaces. All drippings to be wiped clean and dry.

K. Dust light fixtures.

To dust with a suitable treated cloth or duster, all light fixtures.

L. Wash light fixtures with a suitable liquid cleaning agent and rinse all fluorescent and incandescent light fixtures, diffusers, bulbs, and light panels.

M. Remove empty water cooler bottles and replace with full unit.

N. Spot clean.

To 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, and floor hinges.

O. Clean rest rooms.

1. Remove waste paper and refuse, place plastic liners in receptacles.

2. Wash and disinfect both sides of toilet seats.

3. Wash all mirrors.

4. Wash and disinfect all basins, bowls, and urinals.

5. Wash, disinfect and polish all brightwork including flushometers, piping, toilet seat hinges, partitions, showers, and trash containers.

6. Wash, clean, remove any markings and disinfect all walls and partitions including showers.
7. Sweep and wash all flooring with suitable disinfecting detergent.
8. Fill toilet tissue, hand towels, and soap dispensers.

P. Refill dispensers.

Stock all sanitary napkin 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.

Q. Clean all lounge furniture.

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

R. Metal surfaces.

All metal surfaces around doors and windows, all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, and water fountains.

S. Sweep daily, remove litter and watering.

All outside walk areas, entrance ways, picnic areas and lawn areas within 150 feet of both structures. Water floral planters as needed.

T. Vacuum all entrance areas and walk-off mats. Roll up mats and shake out daily. Wash as needed.

On site Custodial will acknowledge receipt and sign for walk off mats on a bi-weekly basis. The delivery ticket will be retained for pick up by the DOT Inspector. Failure on the part of the Janitorial Service Vendor to submit delivery ticket could result in the delivery being charged to the Janitorial Service at no additional charge to the State.

U. Sweep garage area.

Vehicle area of garage to be completely swept with sweeping compound. Care shall be taken to avoid silting the garage drain system.

V. Sweep and wash under carpet runners.

Roll up carpet runners and sweep and wash under runners. Wash with a suitable cleaner and/or detergent where necessary.

W. Replace all burned out light bulbs and fluorescent tubes on Wednesdays.

X. Wash exterior and interior of all outside windows. Windows must be washed by squeegee and scaffolding or ladders. Telescopic pole washing is not allowed. All blinds, screens or other covering to be removed and replaced by the Cleaning Contractor.

Y. Clean all carpets using the Carpet Cleaning Specifications and equipment shown in "Exhibit A" attached. This will be bid two (2) ways, the entire building and a per square foot price for less than the entire building.

Z. Clean ceiling vents.

Remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace.

If unable to remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot, and dry vent.

Vacuum the ceiling tiles within two (2) feet of all vents.

AA. Raise and lower flags and store.

AB. Water flowers in gazebo and plant boxes.

AC. Return outside trash containers to designated locations.

AD. Check propane levels daily and report quantities of less than ¼ tank to DOT Regional Office at 860-739-7818.

AE. WINTER SNOW PROCEDURES:

1. Provide hand shoveling of snow for the front sidewalk and entryway, the handicapped ramp and the back sidewalk as necessary to keep clear of snow and ice.
2. Apply State provided ice pellets/sand on the areas listed in item 1.
3. Perform "Wintertime Closing Procedures".

AF. Portable Toilets - In Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

AG. Portable Toilets - Off Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be serviced once a day every day the center is not open for business. Service will include the following:

- c. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- d. Restocking of toilet paper when needed.

SB-5.10: MAN-HOUR PRICING CALCULATIONS:

The Bid amount will be a monthly price. Any time period of less than a month will be paid for a daily rate which shall be 1/31 of the monthly rate. An hourly rate will be developed based on the Bid Prices. This hourly rate will determine deductions for time not worked.

SB-5.11: TERMINATION FOR DEFAULT:

Refusal or failure of the contractor to satisfactorily comply with all the provisions of the Contract or to perform the required services in a manner satisfactory to the State shall give the State the right to terminate this contract and the right to deduct from any payment that may be due or may become due to the contractor all costs and charges

incurred by the State by reason such failure of noncompliance or nonperformance. Notice of termination will be made in writing five (5) days prior to the termination date. In the event of termination, all keys, drawings, plans, sketches and all specifications, estimates measurement and data performing to the Contract and any unused material supplied by the State must be delivered to the State upon demand.

SB-5.12: CANCELLATION CLAUSE: DAS, Procurement Services reserves the right to cancel the contract for any reason beneficial to the State, upon thirty (30) days written notification to the contractor.

SB-5.13 CHANGE OF ADDRESS: In the event that the awarded contractor moves or updates telephone numbers, it is the responsibility of the contractor to advise the Department of Administrative Services of such changes in writing. The Department will not be held responsible if payments or purchase orders are delayed due to additional routing caused by lack of notification on the contractor's part. Change of address or telephone number updates must be forwarded to:

Department of Administrative Service
Procurement Services
165 Capitol Ave. 5th Floor south wing
P. O. Box 150414
Hartford, CT 06115-0414
Attn: Paul Greco

WINTERTIME CLOSING PROCESURES WESTBROOK REST AREAS

During the winter heating season it is necessary to implement special procedures. Failure to follow these procedures may result in frozen water lines, wasteful energy usage, as well as no heat due to lack of fuel (propane). The last person leaving the facility must ensure these procedures are implemented each time the building is closed:

1. Wedge open both of the bathroom doors. This will allow for heat circulation.
2. Close and lock the boiler room. This will minimize the potential for a fire to spread through the building.
3. Set the thermostat in the tourist area to 55 degrees.
4. Make sure all outside doors are locked.

STATE OF CONNECTICUT PROCUREMENT SERVICES

Award # 04PSX0079

Contract Specialist
Paul Greco

Telephone Number
860-713-5189

AWARD SCHEDULE

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

DELIVERY: Per terms and conditions

Contractor : CCPA , Kirk Springsted
860-

Payment terms are net 45 days. Any deviation may result in bid rejection.
Bid prices shall include all transportation charges FOB state agency.

Page OF 1

DESCRIPTION OF COMMODITIES AND/OR SERVICES

TOTAL MONTHLY PRICE

CUSTODIAL SERVICES AT THE WESTBROOK TOURIST INFORMATION AREA ON ROUTE 95 NORTHBOUND EXITS 64 & 65, IN ACCORDANCE WITH ALL SPECIFICATIONS, AND BID TERMS AND CONDITIONS.

- THE CONTRACT PERIOD WILL BE FROM MAY 1, 2004 THROUGH APRIL 30, 2006 WITH AN OPTION FOR THE STATE TO EXTEND THE CONTRACT FOR UP TO TWO (2) ONE (1) YEAR PERIODS OF TIME.
- SERVICE IS REQUIRED SEVEN (7) DAYS PER WEEK, DURING THE HOURS OF 8:00 A.M. TO 4:00 P.M. IN SEASON (MAY – OCT.) AND FOUR (4) DAYS, THURSDAY, FRIDAY, SATURDAY AND SUNDAY DURING THE HOURS OF 10:00 A.M. TO 4:00 P.M. OFF SEASON (NOV.-APRIL). PLEASE NOTE THAT THE START AND END TIMES COULD BE ADJUSTED ON A PERIODIC BASIS AT THE DISCRETION OF THE STATE DURING THE CONTRACT DURATION.
- **MONTHLY BID PRICE WILL BE BASED ON THE FOLLOWING DAILY, WEEKLY, AND MONTHLY TASKS (REF. ATTACHED SB-5.09 FOR TASKS CORRESPONDING TO LETTERS):**
- **DAILY: B, D, E, F, G, J, N, O, P, Q, S, T, V, AA, AB, AC, AD, AE AND THE CONTRACTOR MUST CONTINUOUSLY CLEAN RESTROOMS. PAVILION MUST BE CLEANED DAILY AND OUTSIDE TRASH CANS AND CIGARETTE RECEPTACLES EMPTIED, AS NEEDED, AT LEAST DAILY.**
- **WEEKLY: K, R, I, W, AND WASH ALL RESTROOM WALLS AND PARTITIONS, MACHINE SCRUB RESTROOM FLOORS.**
- **MONTHLY: Z AND AT START OF CONTRACT SEASON: L AND X.**

OPTIONAL BID ITEMS

AF. Portable Toilets - In Season

Both portable toilets shall be services twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

AG. Portable Toilets - Off Season

Both portable toilets shall be services twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be services once a day every day the center is not open for business. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

PROVIDE AND MAINTAIN TWO PORTABLE TOILETS (one standard unit and one handicap accessible unit) while meeting the minnum specifications listed in GC: 4.13

\$ 3,564.00

MONTHLY IN SEASON

\$ 1,728.00

MONTHLY OFF SEASON

\$ No CHARGE

MONTHLY - IN SEASON

\$ 453.60

MONTHLY - OFF SEASON

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Ann Simeone
Contract Specialist
(860) 713-5051
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

16 April 2004

Bid Due Date:

21 April 2004

SUPPLEMENT DATE:

29 March 2006

CONTRACT AWARD SUPPLEMENT #1

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

DESCRIPTION: Custodial Services for the Westbrook tourist Information Center

FOR: CT Department of Transportation
2800 Berlin turnpike, Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
5/1/2004 through 4/30/2007
(extended one year – original term: 5/1/2004-4/30/2006)

AGENCY REQUISITION NUMBER: 2222222

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
		\$35,000.00 (est)	\$105,000.00 (est)

NOTICE TO CONTRACTORS: This notice of award 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:

Company Name: **Connecticut Community Providers Association**

Address: **35 Cold Springs Rd. 522 Rocky Hill, CT 06067-3165**

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contact Person: **Kirk Springsted**

Contract Value: Est. \$ 105,000.00

Delivery: **per enclosed terms & conditions**

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

Terms: **Net 30 Days**

Agrees to Supply Political Sub-Divisions: **n/a**

Company E-mail Address and/or Company Web Site www.ccpa-inc.org

This agreement confirms authorization for the Connecticut Community Providers Assoc. to perform services effective on: in accordance with Sec. 17b-656 of the Connecticut state statutes.

NOTE:

- Contract extended for one additional year (original term 5/1/2004 – 4/30/06)
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

APPROVED _____

ANN SIMEONE

Contract Specialist

Date Issued: 29 March 2006

(Original Signature on Document in Procurement Files)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT SERVICES

165 Capitol Avenue, 5th Floor South

PO Box 150414

HARTFORD, CT 06115-0414

Paul Greco
Contract Specialist

(860) 713-5189
Telephone Number

CONTRACT AWARD NO.:

04PSX0079

Contract Award Date:

26 April 2004

Bid Opening Date:

23 April 2004

CONTRACT AWARD

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

DESCRIPTION: Custodial Services for the Westbrook Tourist Information Center

FOR: CT Department of Transportation
2800 Berlin turnpike, Newington, CT 06131-7546

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
5/1/2004 through 4/30/2006

AGENCY REQUISITION NUMBER: Public Act # 77-405, Sec. 17b-656 of the Connecticut state statutes. SP-10 20082

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
			Est. \$ 35,000.00 annually

NOTICE TO CONTRACTORS: This notice of award 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: This agreement confirms authorization for the Connecticut Community Providers Assoc. to perform services effective on: in accordance with Public Act # 77-405, Sec. 17b-656 of the Connecticut state statutes.

Company Name: **Connecticut Community Providers Association**

Address: **35 Cold Springs Rd. 522 Rocky Hill, CT 06067-3165**

Tel. No.: **860-257-7909**

Fax No.: **860-257-7777**

Contact Person: **Kirk Springsted**

Contract Value: Est. \$ 35,000.00

Delivery: **per enclosed terms & conditions**

Agrees to Supply Political Sub-Divisions: **n/a**

Certification Type (SBE, MBE, WBE or None): **none** Terms: **Net 30 Days**

Company E-mail Address and/or Company Web Site www.ccpa-inc.org

APPROVED _____

PAUL GRECO

Contract Specialist

Date Issued: 26 April 2004

(Original Signature on Document in Procurement Files)

Paul Greco
Contract Specialist

(860)713-5189
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.:
04PSX0079

Standard Bid and Contract Terms and Conditions - Page 1 of 3

All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.

The contractor agrees to comply with the statutes and regulations 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.

Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

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

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

Guaranty or Surety

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

Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

Standard Bid and Contract Terms and Conditions - Page 2 of 3

Contract

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

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

Delivery

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

25. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

26. Deliveries are subject to re-weighing on State sealed scales.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

Saving Clause

29. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

30. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

Rights

31. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

32. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

33. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 11/02
(Prev. Rev. 04/02)

Paul Greco
Contract Specialist

(860)713-5189
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

BID NO.: 04PSX0079

Standard Bid and Contract Terms and Conditions - Page 3 of 3

Records, Files, and Information

35. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

36. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Health Insurance Portability and Accountability Act
(HIPAA)**

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's

services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

DEPARTMENT OF TRANSPORTATION
JANITORIAL SPECIFICATIONS

INTRODUCTION: These contract specifications are for Custodial Services at the Westbrook Tourist Information Area. This area is located on Route 95 Northbound, between exits 65 and 66.

GENERAL CONDITIONS

GC-1.01: No keys shall be duplicated and all keys shall be returned at the end of the contract period to D.O.T Security. The Contractor is responsible for informing his employees of all security measures which must be adhered to by all employees. Any violations created by the Contractor or his employees will subject the Contractor to fines and/or cancellation of the contract. The State has the right to demand termination of any employee who has violated DOT Security Regulations. There will be a \$25.00 charge for each broken key.

The cleaning Contractor shall reimburse the State for all expenses incurred to re-key doors affected by a loss of keys, that have been assigned to the cleaning Contractor and/or his personnel.

GC-1.02: All Contractor's work to be performed and employees on the premises shall be subject to the jurisdiction of the States Representative. It is further agreed that the Contractor will hire only employees with good moral character and technical knowledge of their duties to properly conduct such services.

GC-1.03: The Contractor shall supply competent and thoroughly trained supervisors to check, inspect, oversee the securing of the entrances and exits and windows of the facility, and maintain records of all work performed. These records shall be available for review by the state upon request.

A job task progress/inspection sheet detailing the tasks, staff, time in/time out, and personnel present, is to be developed by the Contractor, and approved for use by the State. This progress/inspection sheet is to be posted at the supply area and is to be updated daily and signed by the on-site supervisor.

GC-1.04: When quarterly, semi-annual, annual or demand cleaning is required, the Contractor shall furnish additional personnel in excess of those required in performing the

daily functions.

Prior to performing any demand tasks the Contractor shall receive written pre-scheduling authorization from the State to perform such tasks. This authorization must be obtained prior to performing the tasks as listed as line items on a purchase order.

GC-1.05: The Contractor shall make prompt restitution to the Agency by Certified Check or replacement or repairs (subject to the Agency's approval) in settlement of any damage to the owner's, employees or tenants' property caused by the Contractor's employees.

GC-1.06: The Contractor shall furnish, at his own expense, all necessary cleaning supplies, equipment and materials necessary for the performance of his services, unless otherwise noted. All supplies, equipment and material shall be provided in original containers and shall be subject to approval by the Agency. Material Safety Data Sheets shall be provided for all chemicals in accordance with OSHA requirements.

GC-1.07: The Agency will provide limited storage space within the building for the Contractor's supplies, materials, and equipment.

GC-1.08: The Contractor is required to use floor finish that shall be a slip-resistant product having a static coefficient of friction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

GC-1.09: The Contractor shall undertake and guarantee to pay all payroll taxes and any other taxes on items that may be levied against payrolls by either city, state, or federal agencies, and the Contractor shall make all payments to any welfare plans or other benefits programs, as may be required.

GC-1.10: Before any contract is executed, the successful contractor(s) will be required to file with the Department of Transportation, within twenty (20) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The Department of Transportation will provide their standard insurance certificate form "CON-32A" (most current version), contractors are cautioned that only this form is acceptable. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within twenty (20) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner's and contractor's protective liability, commercial

general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

With respect to the operations performed by the contractor under the terms of this Contract and also those performed for the contractor by its subcontractors, the contractor will be required to obtain at its own cost and for the duration of this Contract, and any supplements thereto, with the State being named as an additional insured party paragraphs (B), (C), and (F), the following minimum liability insurance coverage at no direct cost to the State. Changes to the types and dollar amounts of coverage, if required, will be specified in the individual bid package.

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 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.

Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State.

"Claims Made" coverage is unacceptable, with the exception of Professional Liability.

Contractor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

B. COMMERCIAL GENERAL LIABILITY

Commercial General Liability Insurance, including Contractual Liability Insurance, providing a Combined Single Limit of one million dollars (\$1,000,000) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of two million dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage.

C. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of one million dollars (\$1,000,000) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least two million dollars (\$2,000,000). 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. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required. Contractor operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

D. WORKERS' COMPENSATION

With respect to all operations the contractor performs and all those performed for the contractor by subcontractor(s), the contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremens and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

E. UMBRELLA LIABILITY

In the event the contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items B, C, and F the State of Connecticut must be named as Additional Insured.

The Contractor agrees to furnish to the State a "Certificate of Insurance, CON-32A", in conjunct with Items B, C, D, and F above, fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies hereinabove, which policy or policies shall be in accordance with the terms of said Certificate of Insurance. For the Workers' Compensation Insurance and, if applicable, the U. S. Longshoremens and Harbor Workers" Compensation Act coverage, the policy number (s) and term of the policy (ies) shall be indicated on the CON-32A. Each insurance

policy shall state that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of Contractor or its employees, agents or subcontractors.

Updates on the insurance coverage is the responsibility of the contractors. Insurance requirements will be **strictly enforced**. Contractors should hand carry or mail Insurance Certificates to the Department of Transportation, Bid Unit. **UNDER NO CIRCUMSTANCES SHOULD INSURANCE CERTIFICATES BE SENT TO DAS PROCUREMENT SERVICES OR TO ANY DISTRICT OFFICE.**

Please mail or hand carry certificates to:

Department of Transportation
Bureau of Finance and Administration
Attn: April Holt
P.O. Box 317546
2800 Berlin Turnpike
Newington, CT 06131-7546

Purchase orders **WILL NOT** be issued without receipt of properly executed insurance certificates.

GC-1.11: PAYMENT: All payments made by the State of Connecticut to the Contractor will be after service has been performed on a monthly basis, and after receipt of a completed Vendor invoice. Vendor's invoice must contain the Vendor's Federal Identification Number and also reference the "Department of Transportation's" Purchase Order Number.

Payment and Invoicing inquiries should be directed to the Department of Transportation's Accounts Payable Unit at telephone number (203) 594-2307. Invoices should be sent to:

State of Connecticut

Department of Transportation
P.O. Box 317546
Newington, CT 06131-7546
Attn: Accounts Payable

Demand work will be ordered, billed and invoiced separately when all work is completed; invoiced to the issuing unit and inspected by the State's designated representative. All invoices that have project work lump summed into the monthly routine cleaning charge, and not listed as a separate charge, will be returned to the Contractor.

GC-1.12: EQUIPMENT: The Contractor shall provide compatible equipment, material, and methods in compliance with manufacturer's specifications and recommendations for the products used and the areas to be cleaned.

GC-1.13: INSPECTION: Once a week, as scheduled by the State, the State's designated representative and Contractor's representative will meet to inspect work under this contract. The Contractor shall make a written list of any deficiencies brought to his attention and shall have corrective work done within five (5) days. The Contractor shall furnish a written report on all deficiencies to the designated representative within one (1) day after the meeting.

GC-1.14: The day-to-day contact person available for direct communications with the Contractor shall be the Department of Transportation Supervisor of Concessions or his authorized designee. He will be the on-site representative of the State regarding the contractual obligations of the parties and interpretation of the contract language contained herein; however, the Department of Administrative Services has ultimate authority regarding contractual obligations and interpretation of the contract language.

GC-1.15: Upon request, the Contractor will supply the State with its most recent annual financial statement upon submitting a bid for this contract.

GC-2.01: VARIATIONS IN QUANTITIES: Where quantity of a major pay item, as designated on the Proposal Schedule in this contract, is a contractual quantity and where the actual quantity of such pay item varies more than five percent (5%) above or below the contractual quantity stated in this contract, an equitable adjustment in the contract price may be made upon request of either party. The equitable adjustment shall apply only to the quantity above one hundred five percent (105%) of the estimated quantity or that quantity below ninety-five percent (95%) of the estimated quantity. The intention of this section is for an equitable monetary adjustment when:

1. Additional Areas (space-square foot of area) are added to the area bid or contracted for.
2. Deletion of Area (space-square foot of area) is removed from the area bid or contracted for.

Adjustments for such changes will be made by increasing or decreasing the amount paid for monthly services, whereas adjustments to the demand services will be paid for on a percentage basis, i.e., 10% increase in square feet will equal an increase of 10% of the demand charges.

GC-2.02: CHANGES: The intent of this section is to address changes such as: 1. Recycling in accordance with State Regulations, 2. Supply or Non-Supply of materials for this contract, 3. Major Changes in the layout of the office equipment.

- A. The State may, at any time, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of the contract, including but not limited to changes:
 1. In the specification or plans.
 2. In the methods, manner or performance of the work.
 3. In the State furnished facilities, equipment, materials, or services.
 4. Directing acceleration in the performance of work.
- B. Except as herein provided, no order, statement, or conduct of the State shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.
- C. If any change under this clause causes an increase or decrease in the Contractor's cost, or the time required for the performance of any part of the work under the contract, whether or not changed by any order, an equitable

adjustment shall be made in accordance with the appropriate proposal page line item, and the contract modified in writing accordingly provided. However, that except for claim based upon defective specifications, no claim for any change under Paragraph B above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required, and provided further that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications. Vendor's profit margin must remain the same.

- D. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under Paragraph A above or the furnishing of a written notice under Paragraph B above, submit to the State a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim here-under may be included in the notice under Paragraph B above.
- E. No claim by the Contractor for an equitable adjustment here-under shall be allowed if asserted after final payment under this contract.

GC-2.03: UNAUTHORIZED WORK: Any work which may be performed by the Contractor prior to the receipt of the Purchase Order, work done contrary to or regardless of the instructions of the State, or any extra work done without written authority, will be considered unauthorized work and at the expense of the Contractor, and will not be paid for.

GC-3.01: AUTHORITY OF THE STATE:

- A. The State shall decide all questions which may arise as to the quality and acceptability of materials furnished and work performed and as to the rate of progress of said work, all questions which may arise as to the interpretation of any or all Plans and Specifications, and all questions as to the acceptable fulfillment of the Contract on the part of the Contractor.
- B. The State shall determine the amount and quality of work performed which are to be paid for under the contract.
- C. The State shall have the authority to suspend the work wholly or in part due to the failure of the Contractor to carry out provisions of the Contract.

GC-3.02: CONFORMITY WITH CONTRACT REQUIREMENTS: All work performed and all materials furnished shall be in conformity with the Contract requirements.

In the event the State determines that the service performed or materials furnished by the Contractor are defective or not in conformity with Contract requirements or have resulted in a inferior or unsatisfactory level of service, the State shall order the Contractor, in writing, to correct the nonconforming condition within seven (7) days of receipt of letter. Upon failure of the Contractor to comply, the State shall have the authority to correct the condition by other means, including the use of State employees or by separate contract. The costs of the action taken by the State to remedy the nonconforming situation/condition, as determined by the State, shall be deducted from any monies due or to become due the Contractor under this Contract.

Notwithstanding the above notice provisions, if the State determines that a condition exists which may adversely affect the health or safety of a person or property, the State shall order the Contractor to correct the condition immediately. Upon the refusal of the Contractor to comply with the order or a determination by the State that the Contractor is unable to correct the condition, the State shall have the authority to correct the condition by other means without further notice.

Should the Contractor fail to adhere to the specifications and requirements, the State may, at its option, withhold any payments due until such time as the non-conforming items are corrected. The State may also assess financial penalties as described in these specifications. If the State has cause to correct a condition that, in the State's opinion, should have been done by the Contractor, the State may elect to assess financial penalties and/or the addition cost to the State to obtain other means to correct the non-

conforming item.

GC-4.01: CONTRACTOR QUALIFICATIONS: The Contractor shall have performed "CONTINUING DAILY JANITORIAL SERVICES" within Connecticut for single buildings of at least the square footage of the building referred to in these specifications for at least three (3) years prior to entering into this contract and must submit documentation with the bid showing the facility and contact person.

GC-4.02: TRASH COLLECTION: Trash and recyclable collection and removal by Contractor to the various dumpsters or holding areas is included in the services to be provided. Trash collection and removal from the premises is not a requirement of this contract.

GC-4.03: MATERIALS:

- A. The Contractor will furnish all cleaning supplies, restroom supplies, papers products and trash can liners required on the site.
- B. All materials used in conjunction with this contract are subject to the approval of the State.
- C. The Contractor, upon request, shall supply without cost to the State samples for testing of any materials used by the Contractor in the accomplishment of the required services. Such samples may be taken at the discretion of the State from the materials being used "on the job site" and/or from any original containers of the Contractor's reserve supply.
- D. The Contractor shall furnish and install all necessary liquid hand soap as required for all dispensers. Any repairs, replacement or unclogging of the dispensers is the Contractor's responsibility.
- E. All materials used on the job must be labeled and bear the original manufactures labeling.

The Contractor shall use only materials that are labeled and identifiable by brand name. No materials, treatment, or procedure shall be used on any floor or stairway that will cause or contribute to the floor or stairway surface being slippery or unsafe to walk upon in all kinds of weather under normal use.

GC-4.04: UNIFORMS AND BADGES: Contractors' employees to wear uniform shirt with lettering at least one (1) inch high on front over pocket "WESTBROOK REST AREA". There will be a deduction of \$50.00 per day, for any day, when shirts are not

worn.

GC-4.05: KEYING: No keys issued by the State shall be duplicated by the Contractor. The Contractor shall maintain and make available to the State, a key log of all keys issued at the site. The Contractor shall maintain control over key issuance and collection so that none will be removed or taken from the said building, except by managerial or supervisory employees designated by the Contractor to the State. All keys are to be returned to the State at the expiration of the Contract. A twenty-five dollar (\$25.00) charge will be levied against the Contractor for each broken key.

GC-4.06: CONTRACTOR PERSONNEL: The Contractor shall be responsible for the proper personal conduct of all his personnel while on the premises. The Contractor agrees to permanently remove any employee from this project whose conduct the State feels is detrimental to its best interest, the best interest of the general public, or the tenants.

GC-4.07: TRAINING: The Contractor must supply personnel trained in the performance of tasks required by this Contract and familiarize all employees with the requirements unique in working in and around a transportation facility, including D.O.T. Security Regulations.

GC-4.08: EQUIPMENT: The Contractor must furnish a listing of the equipment they will be utilizing with this contract. All equipment must be current manufacture and in good operating condition and physical appearance. All equipment is subject to State approval. The State reserves the right to assess the Contractor fifty (\$50.00) dollar per day penalty for each piece of equipment that is deemed inoperable. All equipment must be compatible with the flooring material and surfaces. All wheels shall be of a type that will not mar or damage flooring. Rolling equipment such as carts and wagons must be compatible with the bumpers installed in the building corridors.

NOTE: All machines should be equipped with a minimum of fifty (50) feet of electrical cord of adequate size to permit machine operation over a large area.

GC-4.09: EQUIPMENT TO BE PROVIDED ON SITE BY THE CONTRACTOR:

1. Plastic or stainless steel mopping pails with a wringer.
2. Short handle duster with removable head and treated dusting cloth.
3. Putty scraper.

4. Small scrub brush.
5. Small plastic funnel.
6. Eight (8) ounce plastic measuring cup.
7. Supply of clean cloths (low lint).
8. Plastic spray bottle with glass cleaner.
9. Gallon of detergent concentrate with jug pump.
10. Gallon cleaner disinfectant concentrate with jug pump.
11. Plastic spray bottle with cleaner disinfectant solution.
12. Plastic spray bottle with clear water.
13. Lotion type cleanser.
14. Metal polish.
15. Furniture polish.
16. Blind dusters and brushes.
17. Metal can for ash tray disposal
18. Dust pan and counter broom.
19. Wet mop, if non-carpeted floors are in the assigned area.
20. Dust mop, if non-carpeted floors are in the assigned area.
21. Vacuums, Dual motor with Beater Bar, if carpeted floors are in assigned area.
22. Pile lifters, if carpeted floors are in assigned area.
23. Solutions to clean stains from carpets.

24. Floor burnisher.

25. Ten (10) foot step ladder.

GC-4.10: GENERAL WORK ASSIGNMENTS:

SERVICE REQUIRED: Service is required seven (7) days per week, during the hours of 8:00 AM to 4:00 PM in season (May – Oct) and four (4) days a week; Thursday, Friday, Saturday, and Sunday, 10:00 AM to 4:00 PM off season Nov. – April). Hours may be adjusted per the terms of the contract with concurrence of Philip Parcak. Changes effecting the monthly rate will require the issuance of an appropriate supplement by DAS, Procurement Services.

Contractor’s workers will receive an unpaid lunch break between the hours of 12:00 p.m. and 12:30 p.m. This time may only be adjusted by the duly authorized DOT representative (currently Philip Parcak). Should breaks at other times be detected by DOT or DAS supervisory personnel, there will be a \$50.00 penalty assessed for each occurrence. Repeated occurrences shall be grounds for termination of the employee and/or the contractor.

EMPLOYEE QUALIFICATIONS:

Since the purpose of this facility is to serve the public, it is required that all employees be able to communicate in the English Language with both the public and volunteers that staff the center. The State shall be the sole judge of employee qualifications.

GC-4.11: SUBCONTRACTING:

NO subcontracting of any portion of this contract will be allowed.

GC-4.12: EMPLOYEE REMOVAL:

Any employee employed by the Contractor who, in the sole opinion of the State, does not perform their work in a proper manner shall, at the request of the State, be removed at once by the Contractor employing such employees, and shall not be employed again in any portion of the work without the approval of the State.

Should the Contractor fail to remove such employee(s) as required above, or fail to furnish suitable and sufficient personnel for the proper performance of the work, the State may withhold payments, which are or may become due on the contract.

Equipment or tools to be used on the work shall meet the requirements of the work and produce a satisfactory quality of work. The State may order the removal and require replacement of any unsatisfactory equipment.

GC-4.13: Portable Toilets:

If bid and awarded as part of this contract, the State shall provide two portable toilets (one standard unit and one handicap accessible unit) and the contractor shall maintain in accordance with SB-5.09 TASK SPECIFICATIONS: AF.

SPECIAL BID AND CONTRACT TERMS & CONDITIONS

SB-5.01: ORDER OF PRECEDENCE: The order of precedence is as follows: Special Bid and Contract Terms and Conditions, General Conditions.

SB-5.02: NON-PERFORMANCE: Paper products, toilet tissue and trash liners must be installed to ensure an adequate supply for the next day. If the Contractor fails to comply with these or similar requirements, the State will promptly notify the Contractor to correct the problem(s). When the State corrects a problem or situation, it may deduct its expenses to make such correction(s). Such deductions will be taken from the Contractor's current invoice and will be a minimum \$100.00 deduction per occurrence.

SB-5.03: PENALTIES: Bidders are advised to bid an amount in which they can perform the required services.

Should the employee not be in a uniform as described in these specifications, there will be a \$50.00 per day deduction from the invoice.

If the State has deficiencies corrected via the hiring of another Contractor or by use of State employees, the awarded Contractor will be assessed the amount charged/paid out by the State. If a contract is cancelled because the Contractor fails to perform satisfactorily, the State may re-award or re-bid the contract.

Additional costs and expenses incurred in re-awarding the contract may be assessed against the original Contractor as a penalty for their negligence, for the remainder of the contract period.

Should the Contractors' employee not be on the job site when our Supervisor or others make periodic checks there will be a \$50.00 penalty per occurrence plus a deduction for hours not worked.

Should the contractor not have adequate cleaning supplies or paper products or the facility be left with any empty dispensers there will be a fifty (\$50.00) dollar invoice deduction penalty.

Should the Contractors' employee not be on the job site at 8:00 AM, in season and 10:00 AM off season there will be a \$50.00 deduction from the invoice. The State will then make one (1) phone call to a number given to the State by the contractor. After making a phone call to this number (even if not answered) and the Contractor does not have an employee on site in two (2) hours, there will be an additional \$250.00 penalty plus a

deduction from the monthly invoice of anytime not worked.

SB-5.04: SUPERVISION OF EMPLOYEES: The State will require the Contractor to provide supervision and training of its employees. Supervision used in the weekly walk through meeting will not be considered as part of the required man-hours.

Staffing for the required tasks are to be determined by the Contractor.

SB-5.05: AGENCY CONTACT: The Agency contact is Mr. Philip E. Parcak. Mr. Parcak can be contacted at telephone number (203) 594-2233.

SB-5.06: A mandatory pre-bid meeting will be held for all bidders concerning this contract. The pre-bid meeting will be held at the site beginning at 10:00 A.M. The date of the meeting will be on the Proposal Schedule Page. The meeting will start promptly. Anyone arriving after 10:00 A.M. will not be allowed in the meeting and subsequently will not be eligible for an award.

The bidders will have an opportunity to tour the site as part of this meeting.

SB-5.07: CONTRACT PERIOD: The contract period will be from May 1, 2004 through April 30, 2006 with an option for the State to extend the contract for up to two (2) one (1) year periods of time. It is expected that full staffing (in Season) will be required from May through October. Off season will be from November through April. It should be noted that this facility should be fully staffed with cleaning staff on Independence Day, Labor Day, Memorial Day, Veterans Day, Thanksgiving Day, and Christmas Day.

SB-5.08: METHODOLOGY FOR DETERMINING AWARD: A single award will be made to the lowest responsible qualified bidder who has submitted all proper references.

SB-5.09: TASK SPECIFICATIONS: The following Task Descriptions are the minimum standards for execution of the tasks. These descriptions will be referred to on the Proposal Schedule by letter designator.

- A. Daily, weekly and monthly maintenance required as part of Exhibit "B", Hard Surface Floor Care.
- B. Dust mop and wash all Quarry style tile floors. Remove and replace objects not permanently affixed to floor. Wash using a disinfectant solution changing water frequently.

C. Vacuum rugs and carpets. Remove all gum and foreign matter and spot clean daily. Vacuum using a dual motor vacuum cleaner having a beater bar. All carpeted surfaces including under furniture edges, corners and pile lifting must be performed every fifth vacuum cycle.

D. Empty waste receptacles and remove trash.

Empty and wash clean inside and outside all waste baskets and trash receptacles. Remove all refuse to dumpster. Replace plastic liners in all trash receptacles. Remove all boxes and trash from offices. If cardboard boxes, break down and put in proper dumpster.

Paper recycling containers:

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

E. Clean ash receptacles.

To empty all ash trays, ash stands, sand urns, clean with damp cloth. Wash all ash receptacles, replace sand as required, at least daily.

F. Dust furniture.

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

G. Dust interior surfaces.

To dust all building surfaces such as rails, ledges, window sills, partitions, walls, water fountains, blinds, vents, baseboards, etc.

H. Demand maintenance of VCT floors.

Perform floor care routine as described in Exhibit "B" Demand Maintenance. This will be priced two (2) ways, the entire building and a square foot price for less than the entire building.

I. Wash walls and partitions.

To clean with suitable cleaner and/or detergent all walls, partitions, doors, water fountains, etc. Polish all brightwork and metal.

J. Glass doors and ground level windows - interior and exterior.

All glass on doors, including office entry ways and lobbies to be washed clean, including interior and exterior surfaces. All drippings to be wiped clean and dry.

K. Dust light fixtures.

To dust with a suitable treated cloth or duster, all light fixtures.

L. Wash light fixtures with a suitable liquid cleaning agent and rinse all fluorescent and incandescent light fixtures, diffusers, bulbs, and light panels.

M. Remove empty water cooler bottles and replace with full unit.

N. Spot clean.

To 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, and floor hinges.

O. Clean rest rooms.

1. Remove waste paper and refuse, place plastic liners in receptacles.

2. Wash and disinfect both sides of toilet seats.

3. Wash all mirrors.

4. Wash and disinfect all basins, bowls, and urinals.

5. Wash, disinfect and polish all brightwork including flushometers, piping, toilet seat hinges, partitions, showers, and trash containers.

6. Wash, clean, remove any markings and disinfect all walls and partitions including showers.
7. Sweep and wash all flooring with suitable disinfecting detergent.
8. Fill toilet tissue, hand towels, and soap dispensers.

P. Refill dispensers.

Stock all sanitary napkin 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.

Q. Clean all lounge furniture.

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

R. Metal surfaces.

All metal surfaces around doors and windows, all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, and water fountains.

S. Sweep daily, remove litter and watering.

All outside walk areas, entrance ways, picnic areas and lawn areas within 150 feet of both structures. Water floral planters as needed.

T. Vacuum all entrance areas and walk-off mats. Roll up mats and shake out daily. Wash as needed.

On site Custodial will acknowledge receipt and sign for walk off mats on a bi-weekly basis. The delivery ticket will be retained for pick up by the DOT Inspector. Failure on the part of the Janitorial Service Vendor to submit delivery ticket could result in the delivery being charged to the Janitorial Service at no additional charge to the State.

U. Sweep garage area.

Vehicle area of garage to be completely swept with sweeping compound. Care shall be taken to avoid silting the garage drain system.

V. Sweep and wash under carpet runners.

Roll up carpet runners and sweep and wash under runners. Wash with a suitable cleaner and/or detergent where necessary.

W. Replace all burned out light bulbs and fluorescent tubes on Wednesdays.

X. Wash exterior and interior of all outside windows. Windows must be washed by squeegee and scaffolding or ladders. Telescopic pole washing is not allowed. All blinds, screens or other covering to be removed and replaced by the Cleaning Contractor.

Y. Clean all carpets using the Carpet Cleaning Specifications and equipment shown in "Exhibit A" attached. This will be bid two (2) ways, the entire building and a per square foot price for less than the entire building.

Z. Clean ceiling vents.

Remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace.

If unable to remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot, and dry vent.

Vacuum the ceiling tiles within two (2) feet of all vents.

AA. Raise and lower flags and store.

AB. Water flowers in gazebo and plant boxes.

AC. Return outside trash containers to designated locations.

AD. Check propane levels daily and report quantities of less than ¼ tank to DOT Regional Office at 860-739-7818.

AE. WINTER SNOW PROCEDURES:

1. Provide hand shoveling of snow for the front sidewalk and entryway, the handicapped ramp and the back sidewalk as necessary to keep clear of snow and ice.
2. Apply State provided ice pellets/sand on the areas listed in item 1.
3. Perform "Wintertime Closing Procedures".

AF. Portable Toilets - In Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

AF. Portable Toilets - Off Season

Both portable toilets shall be serviced twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be serviced once a day every day the center is not open for business. Service will include the following:

- c. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- d. Restocking of toilet paper when needed.

SB-5.10: MAN-HOUR PRICING CALCULATIONS:

The Bid amount will be a monthly price. Any time period of less than a month will be paid for a daily rate which shall be 1/31 of the monthly rate. An hourly rate will be developed based on the Bid Prices. This hourly rate will determine deductions for time not worked.

SB-5.11: TERMINATION FOR DEFAULT:

Refusal or failure of the contractor to satisfactorily comply with all the provisions of the Contract or to perform the required services in a manner satisfactory to the State shall give the State the right to terminate this contract and the right to deduct from any payment that may be due or may become due to the contractor all costs and charges

incurred by the State by reason such failure of noncompliance or nonperformance. Notice of termination will be made in writing five (5) days prior to the termination date. In the event of termination, all keys, drawings, plans, sketches and all specifications, estimates measurement and data performing to the Contract and any unused material supplied by the State must be delivered to the State upon demand.

SB-5.12: CANCELLATION CLAUSE: DAS, Procurement Services reserves the right to cancel the contract for any reason beneficial to the State, upon thirty (30) days written notification to the contractor.

SB-5.13 CHANGE OF ADDRESS: In the event that the awarded contractor moves or updates telephone numbers, it is the responsibility of the contractor to advise the Department of Administrative Services of such changes in writing. The Department will not be held responsible if payments or purchase orders are delayed due to additional routing caused by lack of notification on the contractor's part. Change of address or telephone number updates must be forwarded to:

Department of Administrative Service
Procurement Services
165 Capitol Ave. 5th Floor south wing
P. O. Box 150414
Hartford, CT 06115-0414
Attn: Paul Greco

WINTERTIME CLOSING PROCESURES WESTBROOK REST AREAS

During the winter heating season it is necessary to implement special procedures. Failure to follow these procedures may result in frozen water lines, wasteful energy usage, as well as no heat due to lack of fuel (propane). The last person leaving the facility must ensure these procedures are implemented each time the building is closed:

1. Wedge open both of the bathroom doors. This will allow for heat circulation.
2. Close and lock the boiler room. This will minimize the potential for a fire to spread through the building.
3. Set the thermostat in the tourist area to 55 degrees.
4. Make sure all outside doors are locked.

STATE OF CONNECTICUT

PROCUREMENT SERVICES

Award # 04PSX0079

Contract Specialist
Paul Greco

Telephone Number
860-713-5189

AWARD SCHEDULE

IMPORTANT!
RETURN ORIGINAL AND ONE COPY

DELIVERY: Per terms and conditions

Contractor : CCPA , Kirk Springsted
860-

Payment terms are net 45 days. Any deviation may result in bid rejection.
Bid prices shall include all transportation charges FOB state agency.

Page OF 1

DESCRIPTION OF COMMODITIES AND/OR SERVICES

TOTAL MONTHLY PRICE

CUSTODIAL SERVICES AT THE WESTBROOK TOURIST INFORMATION AREA ON ROUTE 95 NORTHBOUND EXITS 64 & 65, IN ACCORDANCE WITH ALL SPECIFICATIONS, AND BID TERMS AND CONDITIONS.

- THE CONTRACT PERIOD WILL BE FROM MAY 1, 2004 THROUGH APRIL 30, 2006 WITH AN OPTION FOR THE STATE TO EXTEND THE CONTRACT FOR UP TO TWO (2) ONE (1) YEAR PERIODS OF TIME.
- SERVICE IS REQUIRED SEVEN (7) DAYS PER WEEK, DURING THE HOURS OF 8:00 A.M. TO 4:00 P.M. IN SEASON (MAY – OCT.) AND FOUR (4) DAYS, THURSDAY, FRIDAY, SATURDAY AND SUNDAY DURING THE HOURS OF 10:00 A.M. TO 4:00 P.M. OFF SEASON (NOV.-APRIL). PLEASE NOTE THAT THE START AND END TIMES COULD BE ADJUSTED ON A PERIODIC BASIS AT THE DISCRETION OF THE STATE DURING THE CONTRACT DURATION.
- **MONTHLY BID PRICE WILL BE BASED ON THE FOLLOWING DAILY, WEEKLY, AND MONTHLY TASKS (REF. ATTACHED SB-5.09 FOR TASKS CORRESPONDING TO LETTERS):**
- **DAILY: B, D, E, F, G, J, N, O, P, Q, S, T, V, AA, AB, AC, AD, AE AND THE CONTRACTOR MUST CONTINUOUSLY CLEAN RESTROOMS. PAVILION MUST BE CLEANED DAILY AND OUTSIDE TRASH CANS AND CIGARETTE RECEPTACLES EMPTIED, AS NEEDED, AT LEAST DAILY.**
- **WEEKLY: K, R, I, W, AND WASH ALL RESTROOM WALLS AND PARTITIONS, MACHINE SCRUB RESTROOM FLOORS.**
- **MONTHLY: Z AND AT START OF CONTRACT SEASON: L AND X.**

\$ 3,564.00
MONTHLY IN SEASON

\$ 1,728.00
MONTHLY OFF SEASON

OPTIONAL BID ITEMS

AF. Portable Toilets - In Season
Both portable toilets shall be services twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

\$ No CHARGE
MONTHLY - IN SEASON

AF. Portable Toilets - Off Season
Both portable toilets shall be services twice a day every day the center is open for business. These services shall be performed within one hour after the designated work start time, and one hour prior to the designated work end time. Both portable toilets shall be services once a day every day the center is not open for business. Service will include the following:

- a. Cleaning and sanitizing peripheral area around the tank including the seat, the area around the seat, floor, and interior walls.
- b. Restocking of toilet paper when needed.

\$ 453.60
MONTHLY - IN SEASON