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.:
06PSX0044
Contract Award Date:
01 October 2005
Bid Due Date:
SUPPLEMENT DATE:
04 April 2016

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 1642 Bedford Street, Stamford

FOR: Department of Social Services

TERM OF CONTRACT: **October 1, 2005 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
NA	$11,454.57 (Est.)	NA	$11,454.57 (Est.)

NOTICE TO CONTRACTORS: This notice is not an order to ship. Purchase Orders against contracts will be furnished by the using agency or agencies on whose behalf the contract is made. INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.
NOTE: Dollar amounts listed next to each contractor are possible award amounts, however, they do not reflect any expected purchase amounts (actual or implied). They are for CHRO use only.
NOTICE TO AGENCIES: A complete explanatory report shall be furnished promptly to the Procurement Manager concerning items delivered and/or services rendered on orders placed against awards listed herein which are found not to comply with the specifications or which are otherwise unsatisfactory from the agency's viewpoint, as well as failure of the contractor to deliver within a reasonable period of time specified. Please issue orders and process invoices promptly.
CASH DISCOUNTS: Cash discounts, if any, shall be given SPECIAL ATTENTION, but such cash discount shall not be taken unless payment is made within the discount period.
PRICE BASIS: Unless otherwise noted, prices include delivery and transportation charges fully prepaid f.o.b. agency. No extra charge is to be made for packing or packages.

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

Company Name: **CT Community Nonprofit Alliance, Inc. DBA: Connecticut Community Providers Association**
Company Address: **35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067**
Tel. No.: **860-257-7909** *Fax. No.:* *Contract Value:* ***$334,054.57*** **(Est.)**
Contact Person: **Kirk Springsted**
Company E-mail Address and/or Company Web Site: **kspringsted@ctnonprofitalliance.org www.ctnonprofitalliance.org**
Certification Type (SBE,MBE or None): **SBE** *Agrees to Supply Political Sub-Divisions:* ***NO***

PLEASE NOTE:
Supplement 6 issued to reflect:
- Minimum wage increase effective January 1, 2016.
- Projected minimum wage increase effective January 1, 2017.
- Revised Exhibit B, Price Schedule to follow this supplement.
- 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:

EXHIBIT B, SP-16
PRICE SCHEDULE
Supplement 6

SOLICITATION NO: 06PSX0044

CONTRACTOR NAME:	**CT Community Nonprofit Alliance dba Connecticut Community Providers Association, Inc.**	
DELIVERY:		PROMPT PAYMENT TERMS:

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
Supplement 6	Custodial Services –Effective January 1, 2017	Per Month	$2,092.92
Supplement 6	Custodial Services –Effective January 1, 2016	Per Month	$2,076.39
~~Supplement 2~~	~~Custodial Services – Wage increase Effective May 1, 2009~~ ~~Wage increase for January 1, 2008 through April 30, 2009~~	~~Per Month~~ ~~Per Month~~	~~$2,118.75~~ ~~$2,061.52~~

Custodial Services for 10/1/05 through 9/30/08

1.	Monthly price for Custodial Services (as described in specifications).	Each	~~Mos.~~	~~2,004.29~~
2.	Window Cleaning	6	Ea.	$2,211.30
3.	Carpet Cleaning & Shampoo (Semi-annual)	6	Ea.	$2,188.80
4.	Strip, Seal & Wax Floors (Semi-annual)	6	Ea.	$822.15

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.:
06PSX0044
Contract Award Date:
01 October 2005
Bid Due Date:
SUPPLEMENT DATE:
1 February 2016

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 1642 Bedford Street, Stamford

FOR: Department of Social Services		TERM OF CONTRACT: **October 1, 2005 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 5 issued to reflect a Contract Second 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 32, (Non-discrimination) 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, "Entirety of Contract".
- Section 61 is added to the Agreement and entitled, "Exhibits".
- 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:

SECOND AMENDMENT AGREEMENT
TO
CONTRACT NO. 06PSX0044 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC.
FOR
CUSTODIAL SERVICES FOR 1642 BEDFORD STREET, STAMFORD

This Second 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 October 1, 2005 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, unmatured, contingent, known or unknown, at law or in equity, in any forum.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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. Section 32 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.

5. 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.

6. 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.

7. 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.

8. 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.

9. 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

By: _____

Kirk Springsted
Vice President

Date: _____

State of Connecticut
Department of Administrative Services

By: _____

Donald Casella
Contract Team Leader

Date: _____

EXHIBIT B, SP-16
PRICE SCHEDULE

SOLICITATION NO: 06PSX0044

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

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QTY	UNIT OF MEASURE	TOTAL PRICE
Supplement 2	Custodial Services – Wage increase Effective May 1, 2009 Wage increase for January 1, 2008 through April 30, 2009	Per Month ~~Per Month~~		$2,118.75 ~~$2,061.52~~

Custodial Services for 10/1/05 through 9/30/08

1.	Monthly price for Custodial Services (as described in specifications).	Each	~~Mos.~~	~~2,004.29~~
2.	Window Cleaning	6	Ea.	$2,211.30
3.	Carpet Cleaning & Shampoo (Semi-annual)	6	Ea.	$2,188.80
4.	Strip, Seal & Wax Floors (Semi-annual)	6	Ea.	$822.15

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

Marcie Wilson
Contract Specialist

(860)713-5622
Telephone Number

STATE OF CONNECTICUT

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

CONTRACT AWARD NO.: **06PSX0044**
Contract Award Date: 1 February 2006
Bid Due Date: 1 February 2006
SUPPLEMENT DATE: **24 September 2013**

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 Dept. of Social Services, 1642 Bedford St., Stamford, CT**

FOR: Dept. of Social Services

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
3rd Contract Extension
In accordance with C,G.S. 4a-82 as amended by Public Act 13-227.

AGENCY REQUISITION NUMBER: DSS000033

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
$4,000.00 (est)			$4,000.00 (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 (CCPA)***
Company Address: ***35 Cold Springs Rd, Rocky Hill, CT 06067-3165***
Tel. No.: ***(860) 257-7909*** *Fax No.:* ***(860) 257-7777*** *Contract Value:* ***$154,000.00 est total***
Contact Person: ***Kirk Springsted*** *Delivery:* ***As Required***
Contact Person Address: ***same***

Company E-mail Address and/or Company Web Site ***kspringsted@ccpa-inc.org***
Remittance Address: same
Certification Type (SBE,MBE, WBE or None): ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political SubDivisions:* ***N/A***

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 #3 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 N0. 06PSX0044 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC
FOR
Custodial Services

Contract No. 06PSX0044 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 October 1, 2005;

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 Contactor 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 of 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 in necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

(3) Survival. The respective rights and obligations of Business Associate shall survive the termination of this Contract.

(4) Effect on Contract. Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.

(5) Construction. This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.

(6) Disclaimer. Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

(7) Indemnification. The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and

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

58. Protection of Confidential Information.

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

(b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards 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

By: _____
Kirk Springsted

Title: Vice President, Administration

Date: _____

STATE OF CONNECTICUT
Department of Administrative Services

By: _____
Marcie Wilson

Title: Contract Specialist

Date: _____

STATE OF CONNECTICUT
Department of Administrative Services

By:_____
Carol Wilson

Title: Director of Procurement

Date: _____

REV. 1/27/06

Exhibit A - DEPARTMENT OF SOCIAL SERVICES
JANITORIAL SPECIFICATIONS FOR:

Location: 1642 Bedford Street, Stamford, CT
The site consists of approximately 40,600 square feet located on two (2) floors.

SCHEDULE OF WORK:

The contractor shall furnish sufficient labor, equipment and materials to do the custodial work as scheduled, using the methods, materials and equipment as further outlined in these specifications. All services must be performed Monday through Friday, as specified by the Office Designee. Weekend work for special cleaning may also be arranged through the office designee, **Carol Walters, 203-251-9302.**

Prior to starting the work the contractor will be required to furnish a man-hours schedule showing the number of man-hours required each day to complete the scheduled tasks in a satisfactory manner according to the contract award.

All crews must be out of the building by 12:00 AM unless an alternate schedule is approved through the Office Designee.

SCOPE OF WORK - PUBLIC AND STAFF AREAS

DAILY SERVICES

1. Empty all wastebaskets and replace liners.
2. Empty all ashtrays including foyers and entryways and damp wipe.
3. Vacuum all carpeting, under desks, tables, in corners and edges. Move light furniture and boxes. Take care not to mark up walls or furniture.
4. Wash all glass/Plexiglas doors, walls and reception glass – both sides.
5. Sweep with treated mop all corridors, lobbies, office areas and pickup sweepings. Sweep down all stairwells. Clean any buildup of dirt or mud from stair treads and damp mop if necessary.
6. Damp mop all corridors, lobbies, office areas and entrance ways leaving no streaks (remove tar, gum and other substances as required).
7. Wipe with clean cloth all drinking fountains, exterior water coolers and wash catch basins on coolers. Remove any foreign substances, dust, etc. **USE ONLY CLEAN CLOTH DESIGNATED FOR DRINKING FOUNTAINS.** Refill any empty cup dispensers and replace water bottles if empty.
8. Clean conference room tables, interview area tables and walls.
9. Spot clean all finger marks from walls doors and woodwork.
10. Secure doors and windows and turn off lights in absence of State employees.

WEEKLY SERVICES

1. Dust and damp wipe all furnishings, chairs, and desk (if empty) and file cabinets.
2. Dust and damp wipe all walls including corridors, windowsills and ledges, railings, baseboards, wall vents, door vents and interview booths.
3. Wash, spray buffs all areas that are not carpeted (including entrances, landings, elevators and stairwells).
4. Spot clean carpet and remove stains

SEMI – ANNUALLY (AS ARRANGED WITH OFFICE)

1. Wash all windowsills, sashes and interior / exterior windows.
2. Wash strip and apply a minimum of (2) coats of heavy-duty non-slip type floor finish to all floors that are not carpeted including entrances, landing, and elevators. Remove buildup in corners and edges.
3. Shampoo all carpeting using industrial wide commercial standard materials and take precautions against furniture damage and post shampooing splash, clean up walls, etc.
4. Clean/vacuum and dust all light fixtures.

Note: Contractor must provide date for semi-annual cleaning that meets with office designee approval. Contractor must also provide a separate sign in sheet.

QUARTERLY

1. Clean all air vents, diffusers and return grates.
   Contractor must provide one (1) week notice in advance to Office Designee and use separate sign in sheet.
2. Wash all wastebaskets – interior and exterior (Includes lounge, bathroom, kitchen and employees).

TOILET AREAS

DAILY SERVICES

1. Scour and clean with disinfectant all fixtures, dispensers, toilet bowls, urinals, flush meters, shelves and both sides of toilet seats including base.
2. Wash all walls including stalls (both sides).
3. Sweep then mop with disinfectant – all floors using **CLEAN** mops. Must use caution signs and safety procedures (sign must be used).
4. Remove all rubbish, including sanitary napkins.
5. Refill dispensers for hand towels, toilet tissues, soap, feminine product dispensers and neat seats.

DAY PORTER SERVICES

DAY TIME CUSTODIAN'S DAILY DUTIES

1. **Sign-in at DSS Office Supervisors desk.**
2. **Respond to cell phone and report to DSS Office Supervisor to obtain changes in duties.**
3. **Clean drip well on water cooler.**
4. **Clean water reservoir on all three floors.**
5. **Check and refill all paper towels, neat seat, toilet tissue, feminine products and soap dispensers.**
6. **Empty recycling containers AM and PM (grey into blue) on all three floors.**
7. **Clean and polish all glass on doors in the reception room inside and out.**
8. **Clean mirrors in all restrooms.**
9. **Spot clean the walls, doors and woodwork with approved cleaner solutions.**
10. **Wash and clean restrooms with disinfectant (all fixtures, bowls inside and outside) and clean around the bases, urinals, both sides of toilet seats, sinks, counter tops, exposed pipes, valves and baseboards.**
11. **Wash all the metal partitions with disinfectant in the restrooms.**
12. **Spot clean walls and doors in the stairwell.**
13. **Wipe down and spot clean tables, chairs garbage cans, sink, counter tops, etc. in the lunchroom.**
14. **Move supplies as required.**
15. **Empty trash and cardboard boxes from floors.**

PRICE SCHEDULE

SP-39 NEW. 11/97

Marcie Wilson
Contract Specialist

(860) 713-5622
Telephone Number

STATE OF CONNECTICUT

PROCUREMENT SERVICES

Exhibit B – Price Schedule

CONTRACT AWARD #:
06PSX0044

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE
1.	Revised monthly price for Custodial Services (as described in specifications).	Ea	Mos.	$2,061.52
	The following items remain unchanged:			
2.	Window Cleaning	6	Ea.	$2,211.30
3.	Carpet Cleaning & Shampoo (Semi-annual)	6	Ea.	$2,188.80
4.	Strip, Seal & Wax Floors (Semi-annual)	6	Ea.	$822.15

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

Ann Simeone
Contract Specialist

(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.: **06PSX0044**
Contract Award Date: 1 February 2006
Bid Due Date: 1 February 2006
SUPPLEMENT DATE: **11 May 2009**

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 Dept. of Social Services, 1642 Bedford St., Stamford, CT**

FOR: Dept. of Social Services

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
October 1, 2005 through September 30, 2010

AGENCY REQUISITION NUMBER: DSS000033

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
$4,000.00 (est)			$4,000.00 (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 (CCPA)***
Company Address: ***35 Cold Springs Rd, Rocky Hill, CT 06067-3165***
Tel. No.: ***(860) 257-7909*** *Fax No.:* ***(860) 257-7777*** *Contract Value:* ***$154,000.00 est total***
Contact Person: ***Kirk Springsted*** *Delivery:* ***As Required***
Contact Person Address: ***same***

Company E-mail Address and/or Company Web Site ***kspringsted@ccpa-inc.org***
Remittance Address: same
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political SubDivisions:* ***N/A***

NOTE:

- **The following are changes to the minimum wage rates:**
  - **Retroactive increase for period 2006 $686.80**
  - **Retroactive increase for period 2007 $1,164.48**
  - **Retroactive increase for period 01/01/08 – 04/30/09 $915.86 (increase of $57.23 per month)**
  - **Revised Contract Award Schedule effective 05/01/09 with an increase of $57.23 per mth (attached)**
- **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)

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

Ann Simeone
Contract Specialist

(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.: **06PSX0044**
Contract Award Date: 1 February 2006
Bid Due Date: 1 February 2006
SUPPLEMENT DATE: **14 August 2008**

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 Dept. of Social Services, 1642 Bedford St., Stamford, CT**

FOR: Dept. of Social Services		**TERM OF CONTRACT / DELIVERY DATE REQUIRED:** **October 1, 2005 through September 30, 2010**	
		AGENCY REQUISITION NUMBER: DSS000033	
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**
$60,000.00 est			$60,000.00 est total

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)***
Company Address: ***35 Cold Springs Rd, Rocky Hill, CT 06067-3165***
Tel. No.: ***(860) 257-7909*** *Fax No.:* ***(860) 257-7777*** *Contract Value:* ***$150,000.00 est total***
Contact Person: ***Kirk Springsted*** *Delivery:* ***As Required***
Contact Person Address: ***same***

Company E-mail Address and/or Company Web Site ***kspringsted@ccpa-inc.org***
Remittance Address: same
Certification Type (SBE,MBE, WBE or None): ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political SubDivisions:* ***N/A***

NOTE:

- **Contracts, awarded pursuant to C.G.S. 17b-656 or purchases in place as of 10/01/06, are not subject to competitive bidding and shall remain in place through 09/30/10 with the proviso that the current "fair market pricing" (with exception of DOL standard and minimum wage rate changes) does not change. Reference CGS 4a-82(o). Original contract term was through 09/30/08.**
- **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)

CONTRACT AWARD
SP-38 rev. 11/97

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South

PO Box 150414
HARTFORD, CT 06115-0414

Mark Carroza
Contract Specialist

(860) 713-5047
Telephone Number

CONTRACT AWARD NO.:
06PSX0044

Contract Award Date:
1 February 2006

Bid Due Date:
1 February 2006

CONTRACT AWARD

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

DESCRIPTION: **Custodial Services for the Dept. of Social Services, 1642 Bedford St., Stamford, CT**

FOR: Dept. of Social Services		**TERM OF CONTRACT / DELIVERY DATE REQUIRED: October 1, 2005 through September 30, 2008** **AGENCY REQUISITION NUMBER: DSS000033**	
IN STATE (NON-SB) CONTRACT VALUE	**DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE**	**OUT OF STATE CONTRACT VALUE**	**TOTAL CONTRACT AWARD VALUE**
$91,669			$91,669

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, Inc. (CCPA)***
Address: ***35 Cold Springs Rd., Suite 522, Rocky Hill, CT 06067-6165***
Tel. No.: ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* $91,669
Contact Person: ***Kirk Springsted*** *SSN/FEIN No.:* ***n/a*** *Delivery:* ***As per schedule***
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 ***kspringsted@ccpa-inc.org***

APPROVED_____
MARK CARROZA
Contract Specialist
(Original Signature on Document in Procurement Files)

Date Issued: 1 February 2006

CONTRACT AWARD SCHEDULE

SP-39 NEW. 11/97

Mark Carroza
Contract Specialist
(860) 713-5047
Telephone Number

STATE OF CONNECTICUT

PROCUREMENT SERVICES

CONTRACT AWARD SCHEDULE

CONTRACT AWARD #:
06PSX0044

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1.	Custodial Services for 10/1/05 through 9/30/08 as described in specifications.	36	Mos.	$2,004.29	$72,154.44
2.	Window Cleaning	6	Ea.	$2,211.30	$13,267.80
3.	Carpet Cleaning & Shampoo (Semi-annual)	6	Ea.	$2,188.80	$13,132.80
4.	Strip, Seal & Wax Floors (Semi-annual)	6	Ea.	$822.15	$4,932.90

REV. 1/27/06

DEPARTMENT OF SOCIAL SERVICES
JANITORIAL SPECIFICATIONS FOR:

Location: 1642 Bedford Street, Stamford, CT
The site consists of approximately 40,600 square feet located on two (2) floors.

SCHEDULE OF WORK:

The contractor shall furnish sufficient labor, equipment and materials to do the custodial work as scheduled, using the methods, materials and equipment as further outlined in these specifications. All services must be performed Monday through Friday, as specified by the Office Designee. Weekend work for special cleaning may also be arranged through the office designee, **Carol Walters, 203-251-9302.**

Prior to starting the work the contractor will be required to furnish a man-hours schedule showing the number of man-hours required each day to complete the scheduled tasks in a satisfactory manner according to the contract award.

All crews must be out of the building by 12:00 AM unless an alternate schedule is approved through the Office Designee.

SCOPE OF WORK - PUBLIC AND STAFF AREAS

DAILY SERVICES

1. Empty all wastebaskets and replace liners.
2. Empty all ashtrays including foyers and entryways and damp wipe.
3. Vacuum all carpeting, under desks, tables, in corners and edges. Move light furniture and boxes. Take care not to mark up walls or furniture.
4. Wash all glass/Plexiglas doors, walls and reception glass – both sides.
5. Sweep with treated mop all corridors, lobbies, office areas and pickup sweepings. Sweep down all stairwells. Clean any buildup of dirt or mud from stair treads and damp mop if necessary.
6. Damp mop all corridors, lobbies, office areas and entrance ways leaving no streaks (remove tar, gum and other substances as required).
7. Wipe with clean cloth all drinking fountains, exterior water coolers and wash catch basins on coolers. Remove any foreign substances, dust, etc. **USE ONLY CLEAN CLOTH DESIGNATED FOR DRINKING FOUNTAINS.** Refill any empty cup dispensers and replace water bottles if empty.
8. Clean conference room tables, interview area tables and walls.
9. Spot clean all finger marks from walls doors and woodwork.
10. Secure doors and windows and turn off lights in absence of State employees.

WEEKLY SERVICES

1. Dust and damp wipe all furnishings, chairs, and desk (if empty) and file cabinets.
2. Dust and damp wipe all walls including corridors, windowsills and ledges, railings, baseboards, wall vents, door vents and interview booths.
3. Wash, spray buffs all areas that are not carpeted (including entrances, landings, elevators and stairwells).
4. Spot clean carpet and remove stains

SEMI – ANNUALLY (AS ARRANGED WITH OFFICE)

1. Wash all windows (interior and exterior), windowsills and sashes.
2. Wash strip and apply a minimum of (2) coats of heavy-duty non-slip type floor finish to all floors that are not carpeted including entrances, landing, and elevators. Remove buildup in corners and edges.
3. Shampoo all carpeting using industrial wide commercial standard materials and take precautions against furniture damage and post shampooing splash, clean up walls, etc.
4. Clean/vacuum and dust all light fixtures.

Note: Contractor must provide date for semi-annual cleaning that meets with office designee approval. Contractor must also provide a separate sign in sheet.

QUARTERLY

1. Clean all air vents, diffusers and return grates.
   Contractor must provide one (1) week notice in advance to Office Designee and use separate sign in sheet.
2. Wash all wastebaskets – interior and exterior (Includes lounge, bathroom, kitchen and employees).

TOILET AREAS

DAILY SERVICES

1. Scour and clean with disinfectant all fixtures, dispensers, toilet bowls, urinals, flush meters, shelves and both sides of toilet seats including base.
2. Wash all walls including stalls (both sides).
3. Sweep then mop with disinfectant – all floors using **CLEAN** mops. Must use caution signs and safety procedures (sign must be used).
4. Remove all rubbish, including sanitary napkins.
5. Refill dispensers for hand towels, toilet tissues, soap, feminine product dispensers and neat seats.

DAY PORTER SERVICES

DAY TIME CUSTODIAN'S DAILY DUTIES

1. **Sign-in at DSS Office Supervisors desk.**
2. **Respond to cell phone and report to DSS Office Supervisor to obtain changes in duties.**
3. **Clean drip well on water cooler.**
4. **Clean water reservoir on all three floors.**
5. **Check and refill all paper towels, neat seat, toilet tissue, feminine products and soap dispensers.**
6. **Empty recycling containers AM and PM (grey into blue) on all three floors.**
7. **Clean and polish all glass on doors in the reception room inside and out.**
8. **Clean mirrors in all restrooms.**
9. **Spot clean the walls, doors and woodwork with approved cleaner solutions.**
10. **Wash and clean restrooms with disinfectant (all fixtures, bowls inside and outside) and clean around the bases, urinals, both sides of toilet seats, sinks, counter tops, exposed pipes, valves and baseboards.**
11. **Wash all the metal partitions with disinfectant in the restrooms.**
12. **Spot clean walls and doors in the stairwell.**
13. **Wipe down and spot clean tables, chairs garbage cans, sink, counter tops, etc. in the lunchroom.**
14. **Move supplies as required.**
15. **Empty trash and cardboard boxes from floors.**

INSURANCE:

Contractor shall not commence work under this contract until all insurance required under this Section has been obtained, nor shall the Contractor allow any subcontractor to commence work on a subcontract until all similar insurance required of the subcontractor has been obtained.

- **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 Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

- **Automobile Liability**
  $1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

- **Workers Compensation and Employers' Liability**
  Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of $100,000 each accident, $100,000 disease-each employee, and $500,000 disease-policy limit.

- **Minimum Scope of Insurance**
  All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less and A-, VII. All certificates of insurance shall be filed with the Department of Administrative Services on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The State of Connecticut shall be named as an Additional Insured for liability coverage required under this agreement. The Contractor's insurer shall have no right of recovery of subrogation against the State and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: State of CT., DAS/Procurement Services, 165 Capitol Ave., Hartford, CT 06106

Custodial Services – General Specifications

Description of Services

Custodial work inclusive of labor, equipment, materials and supplies to clean the facility (ies) in accordance with the tasks and schedule(s) for the performance of the contracted services.

Work and Workmanship

The Contractor shall thoroughly complete each task in a professional workmanlike manner, using quality equipment and materials that conform to all current Federal, State and Local regulations.

It is the responsibility of the Contractor to maintain facilities that conform to AAPA Custodial Level 2 specifications. Facilities that are uniformly clean, hygienic and pleasing to the eye (Exhibit A).

The Contractor shall provide the labor, materials and equipment necessary for cleaning and maintenance, except as otherwise specified within this agreement. Services shall be performed at the highest standards and not at a lesser frequency than specified in this agreement.

All services provided, and materials used shall be in accordance with acceptable industry standards. Products used shall be environmentally safe bearing the "green seal", used in accordance with the manufacturer's stated directions and be subject to review and approval of the State's designated representative. The contractor shall provide Material Safety Data Sheets (MSDS) for all products to the State's designee.

The Contractor shall designate or assign a representative(s) to act on behalf of the Contractor, if other than the Contractor himself, on all matters affecting the services included in this agreement. The State's designated representative must be notified in writing within five (5) business days of any change.

Damage to State Property

The Contractor shall be responsible for ensuring that all reasonable precautions are taken to protect buildings, furnishings, fixtures, equipment, computers, telephones, copy machines, flooring, window coverings, fax/scanners, telecommunications and electrical equipment and cables and all other physical objects in facilities being cleaned. Contractor shall report all damages within one (1) business day of discovery. Upon review by the State's designee of the cause and result, Contractor shall pay the State for said damage.

Consumable Materials and Supplies

Custodial Services – General Specifications

The Contractor shall as part of the pricing include the cost of furnishing all supplies as part of the services provided at no additional cost to the State and pricing without. Supplies/consumables include but may not be limited to trash receptacle liners, sanitary napkins, paper towels, toilet paper, hand soap. Consumables shall meet EPP requirements for 100% post consumer waste content (e.g. toilet paper, paper towels). Materials for cleaning purposes including but not limited to, wax, floor stripper, roll paper towels, germicidal cleaner, furniture cleaner and polish, carpet shampoo, etc. should meet EPP guidelines.

No supplies shall be used that are designated harmful to persons, the facility or the environment. The Contractor shall provide with his bid a listing of all supplies required to perform the services. The list shall include the manufacturer's brand names and estimated quantities required to perform the services. **Failure to provide this information may be considered as non- responsive and result in disqualification.**

Contractor must provide product brochures and MSDS within ten (10) business days after contract award date.

Cleaning Equipment

All cleaning equipment including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners and any other equipment needed to perform the services of this agreement shall be furnished by Contractor. Such equipment shall be the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the facility or it's contents. Refer to the list of approved HEPA approved vacuum cleaners (Exhibit B).

The Contractor shall provide with his bid a listing of all equipment used in performing this work. The listing shall include the manufacturer, model/make and amount of equipment available for this work. **Failure to provide this information may be considered as non- responsive and result in disqualification.**

Use of State Property

The Contractor shall not use State facilities, property or equipment. Use of telephones shall be for emergency use only.

OSHA Guideline Compliance

MSDS, Contractor shall furnish to the State's designee copies of the MSDS for all products used, prior to commencing service in any facility.

Custodial Services – General Specifications

- MSDS must be updated annually and submitted to the State's designee. Any and all cleaning product changes and their MSDS must be submitted to the State's designee for approval **prior** to utilization.
- MSDS information must be in compliance with OSHA Regulation 1910.1200 paragraph g.
- Contractor shall comply with OSHA Regulation 1919.1200 paragraph f, concerning the labeling of all chemical containers.
- Contractor shall use caution signs as required by OSHA Regulation 1910.144 and 1910.145.
- Contractor shall comply with OSHA Standard 29CFR1910.1039 Blood Borne Pathogens as it pertains to the training, safety and equipment needed for all employees who are engaged in custodial service.
- Contractor shall provide proof of compliance with OSHA Regulation 1920.1200
- Hazard Communication to the State's designee within ten (10) business after contract award.
- Failure of the Contractor to comply with all applicable laws and regulations shall permit the State to terminate this contract without liability.

Labeling of Chemicals and Supplies

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

Schedules and Days of Operation

Working hours (start/stop) will be defined within the "Facility Specific Requirements". Contractor shall within ten (10) business days after contract award provide the State's designee a work schedule for review and approval. The work schedule shall be based on a twelve (12) month period, identifying and delineating the time frames for the required work (e.g. weekly, monthly semi-annual and annual tasks) by the day of the week, the week and month.

Contractor shall submit revised schedules when actual performance differs substantially from plan. Revisions shall be submitted five (5) business days in advance to the State's designee for review and approval. The State reserves the right to change schedules to meet its requirements.

Custodial Services – General Specifications

Contractor Employees - Supervisors

Contractor shall provide the necessary on-site supervision. Contractor's supervisors shall be literate and conversed in the English language because of the necessity to read chemical labels, job instructions and signs as well as the need for conversing with Agency personnel. Contractor's supervisors shall also be capable of communicating with all Contractors' employees in the event they do not speak English. Contractor shall provide documentation that the supervisor has the necessary skills and is paid at a higher rate than the custodians. The supervisor is required to be on-site during the entire shift, can devote a maximum of three (3) hours per shift on housekeeping tasks. Contractor will be required to assign additional supervisory oversight as required to correct performance non-conformances.

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

Contractor Employees

All facilities shall be fully staffed commencing with day one (1) of this contract. All personnel shall receive close and continuing first line supervision by the Contractor. Custodians employed by the Contractor for this contract, shall be fully trained and skilled in safe and proper housekeeping techniques. Contractor **as part of their bid** is to provide documentation, which will demonstrate that adequate training has been performed. **Failure to provide this documentation may result in disqualification.** The use of custodians who are not adequately trained may be sufficient grounds for termination of the contract.

Contractor shall obtain criminal background checks on all personnel utilized for this contract at the commencement of the contract and upon employment of replacement personnel. Contractor shall inform the State's designee by certified mail, within five- (5) business day of obtaining this information.

Contractor shall provide the State's designee with a current list of **all** personnel who will be utilized at the facility (ies) at the commencement date of the contract. Each of these employees shall be adequately trained and have had a criminal background check. Employees who have not had a criminal background check shall not be utilized.

If Contractor uses an employee who is not on the "list", the State's designee may order that person(s) off the property and deduct the cost of a full working shift of

associated labor from the monthly invoice. Repeated use of employees who are not on the list may be sufficient grounds for termination of the contract.

All Contractors' employees shall wear uniforms that bear the company/logo and shall not be exceptionally dirty, stained or torn.

Contractor shall provide identification badges for all employees. The badges will have the company name/logo, employee's photograph, name and signature. The badges shall be worn at all times within the facility (ies).

The State's designee will control facility access. Contractor's employees are responsible to secure the facility (ies) at all times.

Tasks

Contractor is responsible to provide fully trained and qualified personnel. Contractor's performance will be monitored/audited by the State's designee at each facility to detect poor performance and non-compliance conditions. Contractor shall provide the State's designee free and easy access to inspect and measure the manner and progress of the work at all times and to inspect the types, and quantities of equipment, chemicals, supplies and any other material(s) used in the performance of the work.

It is the Contractor's executive, management and supervisory staff's responsibility to oversee the operations and activities of its staff throughout the range of its tasks/activities, and does not delay ignore or otherwise limit its contractual responsibilities.

It is the responsibility of the Contractor to inspect and identify any condition(s) that renders any portion of the facility unsafe as well as any unsafe practices occurring thereon. The State's designee shall be immediately notified of any unsafe condition.

The Contractor's supervisor (crew leader), custodial staff and management staff shall be fully versed in the contract and it's cleaning/maintenance schedule/specifications. It is the Contractor's responsibility to develop and provide and outline of the task requirements to each work crew. If any task cannot be thoroughly completed within the contract cleaning schedule time line, the State's designee shall be immediately notified.

Resilient Tile and Concrete/Hard Surface – Daily tasks begin by sweeping floor with a treated dust mop to remove all dirt, dust, trash particles and other debris. Contractor shall utilize a synthetic mildly abrasive pad (or equivalent) to remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substances. A putty scraper with a metal blade of 1.5 to 2 inches may be used to remove gum like substances. Contractor shall then wet mop the floor. When wet

mopping, the Contractor shall ensure that the floors, walls, baseboards, corners, thresholds and adjacent surfaces are free of dirt, dust, marks, scars streaks, spills, stains, gum, tar and other foreign substances, including those resulting from the splashing of the cleaning solution. The Contractor shall ensure that all cleaning solutions have been mixed according to the manufacturer's directions and are appropriate for the floor surface. The Contractor shall take the necessary precautions including the display of "wet floor' signs, to ensure that facility users are advised of wet or slippery floors.

Wood/Wood Parquet Floors - Daily tasks begin by removing any and all spills, standing water, or moisture by using a wet/dry vacuum or dry mop. The Contractor shall then sweep the floor utilizing a properly treated dust mop to remove dirt, dust trash, particles and other debris, ensuring that no oily film exists after completion. During the cleaning operation Contractor will inspect the flooring to ensure that there are no loose or raised areas. If such areas are found the Contractor shall immediately notify the State's designee. Contractor shall remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substances using an approved solution using an approved fine pad and soft cloth; extensive areas can be addressed by using an approved fine pad and a high speed floor machine. The Contractor shall take the necessary precautions including the display of "wet floor' signs, to ensure that facility users are advised of wet or slippery floors. Upon completion of the cleaning operation, the Contractor shall ensure that no area is more slippery than another and conversely that no area has more drag than another.

Interlocking Floor Mats - Daily tasks begin by vacuuming the mat thoroughly. Wet mop with germicidal cleaner using a well wrung mop to prevent moisture from permeating the interlocking tiles.

Buffing Floors: Resilient Tile and Concrete/Hard Surface – Contractor shall damp mop, then spray buff floor with an approved floor wax and high speed polisher with an abrasive pad. The operation shall take place after the daily operational tasks has been completed. Excessive wax build-up shall not be present on floor, corners or baseboards. The Contractor shall take the necessary precautions including the display of "wet floor' signs, to ensure that facility users are advised of wet or slippery floors.

Buffing Floors: Wood/Wood Parquet - Contractor shall damp mop floor with approved neutral base cleaner and cool water, ensuring that the mop is damp and not overly wet. This operation shall take place after the daily operational tasks has been completed. The Contractor shall take the necessary precautions including the display of "wet floor' signs, to ensure that facility users are advised of wet or slippery floors.

Strip and Wax Floors: - Resilient Tile and Concrete/Hard Surface – Contractor shall strip and wax floor with an approved floor wax. The entire room or corridor

shall be completed in one (1) operation, and shall be completed with the manufacturer's recommendation. The Contractor shall take the necessary precautions including the display of "wet floor' signs, to ensure that facility users are advised of wet or slippery floors.

Strip and Wax Floors: - Wood/Wood Parquet Contractor shall strip and wax floor with an approved floor wax. The entire room or corridor shall be completed in one (1) operation, and shall be completed with the manufacturer's recommendation. The contractor shall screen/scrub floor until the entire floor area is uniformly dull, ensuring that the screen or floor pad is not so abrasive that it is removing more than the existing floor finish. The entire area shall be vacuumed to remove finish dust. A clean untreated dust mop or tack cloths shall be used to remove any remaining dust. After the entire area is uniformly dull and clean, Contractor shall use a lamb's wool applicator to apply two (2) coats of an approved water base finish, allowing for sufficient drying time between coats. Contractor will take the necessary precautions to secure the area to allow for sufficient drying and curing time.

Clean Carpets and Floor Mats: - Daily tasks begin by removing all paper, gum, rubber bands, staples, paper clips and other debris form the carpet. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles shall be moved to vacuum underneath, and then replaced in their original positions. The beater bars or brush of the vacuum shall be adjusted to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment shall be used to clean all areas, which are inaccessible to the carpet vacuum. The contractor shall also spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances. When spot cleaning the carpet, the Contractor will use a spray foam product and a soft bristle brush to agitate the area; any dampness shall be removed by blotting the area with a clean soft cloth. The State's designee shall be notified if the spot cleaning effort is not effective.

Clean Carpets By Extraction Method: - Contractor shall thoroughly clean carpet (i.e. carpeted area) using the water extraction method. Contractor shall begin the cleaning operation by removing all movable furnishings from the carpeted areas, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands staples, paper clips and other debris shall be removed from the carpeted area. The contractor shall then use a carpet vacuum to remove all surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturer of the water extraction equipment shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform

appearance. The contractor shall conclude the operation by replacing furnishings in their original locations.
Clean Walls, Wall Cabinets & Partitions: - The Contractor shall spot clean walls, including light switches, wall cabinets, and partitions to remove dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances. The Contractor shall ensure that the walls, wall cabinets, and partitions are uniformly clean, and that there are no smudge spots on the wall overlaps, and that water/cleaning fluids are not spilled on the floor or adjacent areas.

Clean Glass Doors and Door Frames: - The Contractor shall spot clean doors, including door glass and handles and door frames to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled on the floor or adjacent areas.

Clean Radiators: - the Contractor shall remove radiator cover (where applicable), brush and clean by wiping down with an approved cleaner. Where appropriate, while covers are removed, the surrounding floor area shall be stripped and waxed.

Clean Ceiling Vents: - The Contractor shall dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles, and cobwebs. The Contractor shall notify the States designee of burned out light bulbs and loose or damaged ceiling tiles.

Clean Furnishings: - The contractor shall spot clean all furnishings (i.e. furniture) such as desks, chairs, cabinets, display cabinets, counters, tables and other furnishings, including legs and bases as is appropriate to type. Furnishings shall be free from dust, particles lint, litter, stains smudges, fingerprints, gum, tar, grease, marks and foreign substances. Items on top of furnishings shall not be disturbed during the cleaning procedure. For wood, The Contractor shall use a clean cloth and an approved polish to clean surfaces. Wood furnishings shall not have an oily film when the surface is rubbed lightly with fingertips. For hard surfaces other than wood, the Contractor shall use a clean sponge, clean cloth and spray bottle of neutral detergent or glass cleaner to clean washable surface. Glass cleaner shall be used on all glass surfaces. After cleaning these surfaces shall have a clean, uniform appearance, free from streaks, spots and other evidence of removable soil. Vinyl; the Contractor shall use a clean sponge, clean cloth and appropriate cleaner, re-wipe with a clean damp cloth and dry the a clean cloth. Cloth; the Contractor shall use a lightly treated dust cloth, tank vacuum with dusting attachment, or a combination thereof to clean surfaces. When spot cleaning cloth furnishings the Contractor shall use a foam spray approved product and a sponge to agitate the soiled area; any dampness shall be removed by blotting the area with a clean dry soft cloth. The Contractor shall notify the State’s designee if the spot cleaning effort is not effective.

Custodial Services – General Specifications

Dust Clocks, Lamps, Telephones, TV's and Other Equipment: - The contractor shall dust/polish, with a clean treated dust cloth the exterior surfaces of all Clocks, Lamps, Telephones, TV's and Other Equipment which shall be free of dust dirt, smudges and fingerprints.

Dust Ledges, Shelves and Other High Surfaces: - The Contractor shall dust, with a clean treated dust cloth, ledges, windowsills air conditioner tops, shelves and other high surfaces. These items shall be free of dust, dirt cobwebs and other foreign substances.

Clean Microwaves & Refrigerators: - The Contractor shall thoroughly clean the exterior surfaces of microwaves and refrigerators using an approved cleaner with a clean cloth to remove all dust, dirt, grease, fingerprints, stains, streaks and food particles.

Empty and Clean Trash Receptacles: - The Contractor shall empty all trash receptacles. Liners shall be replaced daily. All trash must be bagged before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be free of trash, liquids, 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.

Clean Windows, Window Sills & Blinds: - The Contractor shall dust and spot clean all window frames, below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances. The Contractor shall spot clean windows to remove all smudges, fingerprints, marks, streaks, graffiti or foreign substances found on interior windows.

Clean Entrance Glass: - Where appropriate, Contractor shall clean the interior and exterior sides of the entrance glass, entrance door(s) and adjacent window(s). The surfaces shall be completely cleaned and dried and shall present a uniform appearance free of all smudges, fingerprints, marks, streaks, graffiti or foreign substances.

Clean Stairs and Stairways: - The Contractor shall clean stairs and stairways, including landings, in accordance with the specifications for Clean Floors: resilient tile & concrete and Walls, Wall Cabinets & Partitions. The contractor shall also spot clean handrails, using a clean cloth and or a clean sponge with an approved cleaning solution, to remove all dust, dirt, cobwebs, grease, oily film, fingerprints, stains, soils, and other foreign substances.

Custodial Services – General Specifications

Clean Drinking Fountains: - The Contractor shall use an approved germicidal disinfectant, applied from a spray bottle, a clean sponge, small brush or mildly abrasive pad to remove all hard water deposits, obvious soil, streaks, smudges and foreign substances from the drinking fountain and entire fixture/cabinet.

Clean Restrooms:

- Sinks, Toilets, Urinals, Exposed Plumbing – Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, urinals and exposed plumbing. The cleaning shall include the drying and polishing of all exposed hardware. The interior of the toilets, toilet seats and urinals shall be scoured using a bowl mop. After the interior has been scoured, the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as flush valves, faucet valves and faucets shall be wiped dry and be free of streaks, spots, stains, etc. Toilet seats will be maintained in a safe condition. Inoperable or broken fixtures shall be immediately reported to the State's designee.
- Clear Sink, Urinal and Toilet Stoppages – The Contractor shall attempt to clear toilet and sink stoppages by use of a plunger or similar device. If the attempt to clear the stoppage(s) has failed the Contractor shall post an "Out of Order" sign on the sink, urinal or toilet stall door, and shall report the stoppage(s) to the State's designee. Where main sewer stoppages occur, the Contractor shall secure/lock the rest room, post an "Out of Order" sign on the rest room door and immediately notify the State's designee.
- Clean Walls, Partitions, Door Frames and Door Handles – The Contractor shall spot clean walls, partitions (including the interior of toilet stalls and doors), door frames, and door handles to remove all dirt, cob webs, graffiti, grease, marks, blood, feces, stains, smears, mold and other foreign substances. The contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.
- Clean and Disinfect Rest Room Floors – The Contractor shall begin the cleaning and disinfecting operation by sweeping floor with a treated dust mop or broom to remove all dirt, dust, trash, particles and other debris. The Contractor shall begin by removing all feces, blood and vomit and then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three (3) or four (4) minutes and then shall be agitated using a scrub brush or an abrasive pad. The cleaning solution shall be removed using a well-wrung mop or it may be squeegeed to the floor drain (where applicable). After being mopped the floor shall have a uniform appearance with no streaks, film, swirl marks detergent

residue, mop strings. Grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks, or mop streaks left on fixtures, walls baseboards, trash receptacles, etc.

- Empty and Clean Trash Receptacles – The Contractor shall empty all trash receptacles. Liners shall be replaced daily. The interiors and exteriors of trash receptacles
- Clean Showers - Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, clean cloth and cleanser to completely clean and disinfect all exposed surfaces and exposed plumbing. The cleaning shall include the drying and polishing of all exposed hardware. After cleaning the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as faucets shall be wiped dry and be free of streaks, spots, stains, etc. Showerheads will be operational and mildew free. Inoperable or broken fixtures shall be immediately reported to the State's designee.
- Clean Locker Room Floors - The Contractor shall begin the cleaning and disinfecting operation by sweeping floor with a treated dust mop or broom to remove all dirt, dust, trash, particles and other debris. The Contractor shall begin by removing all feces, blood and vomit and then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three (3) or four (4) minutes and then shall be agitated using a scrub brush or an abrasive pad. The cleaning solution shall be removed using a well-wrung mop or it may be squeegeed to the floor drain (where applicable). After being mopped the floor shall have a uniform appearance with no streaks, film, swirl marks detergent residue, mop strings. Grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks, or mop streaks left on fixtures, walls baseboards, trash receptacles, etc.
- Clean Mirrors: - The Contractor shall remove all soil, streaks, smudges, film and foreign substances from the mirror surface and frame using an approved glass cleaner in a spray bottle and a clean cloth. Mirror surface shall be polished with a clean dry cloth so that it presents a uniform, clean appearance. Adjacent shelves shall be cleaned in the same manner.
- Fill and Clean Paper Dispensers: - The Contractor shall refill all paper towel, toilet tissue, sanitary napkin and other paper dispensers to the proper fill level. The contractor shall also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove all soil, marks, smudges, smears and other foreign substances. The Contractor shall report inoperative dispensers to the State' s designee.
- Fill and Clean Soap Dispensers: - The Contractor shall refill all soap dispensers to their proper fill level, in accordance with the manfacturer's instructions. The Contractor shall also wipe clean the dispensers and adjacent surfaces and floors, removing any spills created during the refilling process or usage process. The Contractor shall ckeck all

dispensers for proper operation and shall report inoperative dispensers to the State's designee.

- Restroom Floors – Periodic: - Strip and Seal - The Contractor shall strip and seal floors, with an approved sealer. No wax shall be applied. The floor shall be free of dirt, dust mold, streaks, marks, stains, cleaning solution residue, watermarks, cleaning equipment marks, splashing, dissolved/finished particles and other foreign substances. Walls, baseboards, and other surfaces shall be clean and free of watermarks, cleaning equipment marks and splashing. The Contractor shall ensure that baseboards, tile, fixtures and other equipment is not damaged, disfigured or impaired. The Contractor shall take the necessary precautions, including the display of "wet floor" signs to ensure that facility users are advised of wet/slippery floors.

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- Clean Ceiling Vents and Light fixtures – Periodic: - The Contractor shall thoroughly clean, using a germicidal disinfectant and clean sponge or clean cloth, the ceiling vent and light fixtures to remove all dirt, grease, particles, cob webs, and other foreign substances. The Contractor shall not use a hose or other methods to accomplish this task.

- Clean Exterior – Remove Litter: - The Contractor shall collect and remove all litter and debris around the entryway(s). Litter/debris shall be placed into the appropriate exterior dumpster. No trash/litter/debris shall be left on the ground surrounding or on top of the container. The container shall be closed/locked at all times.

- Clean Exterior – Sweep Entryways, Walkways and Stairs: - The Contractor shall sweep the entryways, walkways and stairs to remove all dirt, debris and litter. The Contractor shall ensure that sweeping operations do not pose a hazard to users of the facility.

- Clean Exterior – Handrails: - The Contractor shall spot clean handrails, using a clean sponge or clean cloth and an approved cleaning solution to remove all dust dirt, cob webs, grease, oily film, fingerprints, stains, soils and other foreign substances.

- Clean Exterior – Trash Receptacles: - The Contractor shall empty all exterior trash receptacles and replace liners. The interiors and exteriors of trash receptacles shall be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles, which are found to contain liquids or other substances, which could be the cause of odors, shall be washed out and dried before new liners are installed. The Contractor shall place the trash into the exterior dumpster/container located in the exterior

trash enclosure. No trash will be left on the ground surrounding or on top of the container.

- Clean Exterior – Wash Entryways: - The Contractor shall hose down and scrub with a stiff broom or brush, the entryways and the adjacent walkways to within 25 feet of the entryway. Entryways and adjacent walkways shall be free of dirt, soil, stains, litter, debris bird droppings and other foreign substances. All work shall be completed in one operation. Yellow caution tape shall be strategically placed around the perimeter of the work site and “wet floor” or “caution” signs shall be utilized to ensure that facility users are advised of wet/slippery conditions.

- Custodial/Janitorial Closets: - Contractor shall maintain custodial/janitorial closets in a clean and orderly manner. Closets shall be locked/secured at all times.

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

- Emergency Custodial Services: - Emergency services may include but are not limited to cleaning spills, leaks, sicknesses, animal wastes, breakages, etc. In the event that the emergency event is of such magnitude that the regularly scheduled tasks cannot be accomplished, the State’s designee must be informed.

Custodial Services – Operational Specifications

Workmanship: - The Contractor shall, through the proper training of employees, experience, innovation, technology, manufacturer's recommendations, or other means, perform the required cleaning and related services at a level, which conforms to the AAPA "Custodial Level 2 Specifications" (exhibit A). These quality requirements represent the State's needs with regard to the custodial services at the specified location(s).

Performance: - Satisfactory performance at the AAPA Level 2 will be based on the State's evaluation of results achieved. The evaluation process will be based on three (3) components; tenant satisfaction, inspection by the State's designee and customer surveys. The Department of Administrative Services (DAS) or its authorized representative will have the final determination in all evaluations, protests and arbitrations.

- Tennant satisfaction shall be deemed acceptable in the absence of documentation to the contrary. Documentation will be in the form of the DAS Customer Feedback process. DAS Customer Feedback documents for reporting non-conformances are located on the DAS web site (www.das.ct.us ; e-procurement; customer feedback; agency vendor alert (exhibit B) or vendor performance; (exhibit C).
- Inspection by the State's designee will occur on a periodic schedule determined by the State's designee but not less than once per three (3) month period. The State's designee should prepare and file a DAS "Vendor Performance Report" at least semi-annually to document the Contractor's performance.
- Customer Surveys will be distributed by the Contractor's Supervisor (Crew Leader) at the rate of one (1) per shift. Completed surveys shall be returned to the State's Designee for review/evaluation/action/retention (Exhibit D).

Non-Conformance Process: - Contractor non-conformances will based on a specific incident. Each specific incident will be addressed as follows:

- The first incident of a **specific** requirement within an evaluation period will produce a verbal discussion between the Contractor and the State's designee. Corrective action by the Contractor will be completed within 24 hours or within a mutually agreed (between the Contractor and the State's designee) time period. The State's designee will document the conversation by preparing and filing a DAS "Agency Vendor Alert" report form.
- The second incident of the **same specific** requirement within **the same evaluation period** will result in a discussion with the State's designee. The State's designee will review the non-conformance with the Contractor and file a DAS "Vendor Performance Report". The Contractor shall be assessed a $100.00 penalty by the State's designee.

- The third incident of the **same specific** requirement **within the same evaluation period** will result in a discussion with the State's designee. The State's designee will review the non-conformance with the Contractor and file a DAS "Vendor Performance Report". The Contractor shall be assessed a $150.00 penalty by the State's designee.
- The fourth incident of the **same specific** requirement **within the same evaluation period** will result in a "face to face" discussion with the State's designee who will document the discussion, file a DAS "Vendor Performance Report" and request DAS to review all documented DAS performance reports then initiate a formal performance evaluation with the Contractor. An unsatisfactory outcome of this evaluation may result in termination of the contract.

For the purposes of this agreement an "evaluation period" is defined as three (3) consecutive months. Specific incidents from one 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.

All payments of penalties must be endorsed and directed to the "Treasurer of the State of Connecticut", 55 Elm Street, Hartford CT 06106. The Contractor shall pay the penalty (ies) within thirty (30) days of assessment and shall provide the State's designee with a copy of the endorsed check.

Failure of the Contractor to comply with this process may result in termination of the contract.

To track requests and non-conformances, a sample "Custodial Services Log" (Exhibit E) is included.

STANDARD BID
TERMS AND CONDITIONS
SP-19 Rev. 12/05
(Prev. Rev. 10/05)
Mark Carroza
Contract Specialist

(860) 713-5047
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.:
06PSX0044

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 may 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.

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

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Standard Bid and Contract Terms and Conditions - Page 2 of 3

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.

Tangible Personal Property

29. (a) For any contract for provision of tangible personal property to the state entered into on or after the effective date of this section, each department head, as defined in section 4-5 of the general statutes, shall enter into an agreement with the contractor pursuant to which such contractor shall agree, on its own behalf and on behalf of each affiliate, as defined in subsection (d) of this section, of such contractor, for the term of the state contract, to collect and remit to the state on behalf of its customers any use tax due to the state under the provisions of chapter 219 of the 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 its affiliates were engaged in the business of selling tangible personal property for use in this state and had sufficient nexus with this state to be required to collect use tax due to the state. (b) The following provisions shall apply to and be made part of any agreement entered into pursuant to subsection (a) of this section: (1) The contractor and its affiliates are not liable for use tax not paid to them by a customer; (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 agreement, 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; and (4) Any contractor or affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the agreement shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes. (c) Any agreement entered into under subsection (a) of this section may provide that the contractor and its affiliates shall collect the use tax only on items that are subject to the six per cent rate of tax. (d) For purposes of this section, "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. For purposes of this subsection, "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. (PA 03-01 Sec.105)

Saving Clause

30. 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

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Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

Advertising

31. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

Rights

32. 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.

33. 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.

34. 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.

Executive Orders

35. This Agreement is subject to the provisions of Executive Order No. 7B of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to:
http://www.das.state.ct.us/Purchase/Info/Executive_Orders%203-16-17-7B_Complete_Text.pdf

Records, Files, and Information

36. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (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. 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 the Freedom of Information Act. 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.

37. 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)

38. 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.