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

**Melissa Marzano**
*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.:** |
|---|
| **03PSX0459** |
| **Contract Award Date:** |
| 01 February 2004 |
| **Bid Due Date:** |
| |
| **SUPPLEMENT DATE:** |
| 10 August 2016 |

## CONTRACT AWARD SUPPLEMENT #14

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

**DESCRIPTION: Custodial Services for CT Air National Guard, East Granby**

**FOR: Military**

TERM OF CONTRACT: **February 1, 2004 through extended indefinitely in accordance with Public Act 13-227.**

**AGENCY REQUISITION NUMBER:**

| CHANGE TO IN STATE (NON-SB) CONTRACT VALUE | CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE | CHANGE TO OUT OF STATE CONTRACT VALUE | CHANGE TO TOTAL CONTRACT AWARD VALUE |
|---|---|---|---|
| NA | $5,603.25 (Est.) | NA | $5,603.25 (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.:*
*Contact Person:* **Kirk Springsted** *Contract Value:* **$1,062.215.35 (Est.)**
*Company E-mail Address and/or Company Web Site:* **kspringsted@ctnonprofitalliance.org www.ctnonprofitalliance.org**
*Certification Type (SBE,MBE or None):* **SBE** *Agrees to Supply Political Sub-Divisions:* ***NO***
*Prompt Payment Terms:* **0% 00 Net 30**

**PLEASE NOTE:**
Supplement 14 issued to reflect:

- Minimum wage increase was effective Jan. 2016; due to fiscal year end increase will be effective July 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: **MELISSA MARZANO**
Title: Contract Specialist
Date:

**EXHIBIT B, SP-16**
**PRICE SCHEDULE**
**Supplement 14**

**SOLICITATION NO: 03PSX0459**

| CONTRACTOR NAME: | CT Community Nonprofit Alliance<br>dba Connecticut Community Providers Association | |
|---|---|---|

| ITEM # | DESCRIPTION OF COMMODITY AND/OR SERVICES | UNIT OF MEASURE | TOTAL PRICE |
|---|---|---|---|
| Supplement 14 | | | |
| **January 2017 (Wage Increase)** | | **Total Per Month** | **$4,115.48** |
| | Building 1 | per month | $456.89 |
| | Building 2 | per month | $135.27 |
| | Building 3 | per month | $ 60.12 |
| | Building 8 | per month | $135.27 |
| | Building 11 | per month | $165.34 |
| | Building 15 | per month | $120.25 |
| | Building 16 | per month | $120.25 |
| | Building 17 | per month | $105.22 |
| | Building 18 | per month | $180.37 |
| | Building 19 | per month | $150.30 |
| | Building 22 | per month | $270.56 |
| | Building 23 | per month | $315.65 |
| | Building 24 | per month | $541.11 |
| | Building 26 | per month | $120.25 |
| | Building 27 | per month | $195.40 |
| | Building 77 | per month | $150.30 |
| | Building 78 | per month | $541.11 |
| | Guard Shack | per month | $14.95 |
| | Gym (Building 13): | per month | $336.78 |
| Supplement 14 | | | |
| **July 2016 (Wage Increase)** | | **Total Per Month** | **4,094.08** |
| | Building 1 | per month | $454.51 |
| | Building 2 | per month | $134.57 |
| | Building 3 | per month | $ 59.81 |
| | Building 8 | per month | $134.57 |
| | Building 11 | per month | $164.48 |
| | Building 15 | per month | $119.62 |
| | Building 16 | per month | $119.62 |
| | Building 17 | per month | $104.67 |
| | Building 18 | per month | $179.43 |
| | Building 19 | per month | $149.52 |
| | Building 22 | per month | $269.15 |
| | Building 23 | per month | $314.01 |
| | Building 24 | per month | $538.30 |
| | Building 26 | per month | $119.62 |
| | Building 27 | per month | $194.38 |
| | Building 77 | per month | $149.52 |
| | Building 78 | per month | $538.30 |
| | Guard Shack | per month | $14.95 |
| | Gym (Building 13): | per month | $335.03 |

**EXHIBIT B, SP-16**
**PRICE SCHEDULE**

**SOLICITATION NO: 03PSX0459**

| BIDDER NAME: | |
|---|---|

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

Supplement 11 ~~Building 13: additional services. Gym clean 2 times a week. Clean, sanitize all equipment, mirrors, empty trash, vacuum carpets, sweep and mop floors~~ ~~per month~~ ~~$333.45~~

TOTAL
~~Per month~~ ~~$4,074.83~~

Supplement 9 Duplicate posting of supplement 8. No changes.

Supplement 8 ~~Additional services to Building 1; increases by $273.78 New Building 1 cost per Month~~ ~~$452.37~~
~~Total per month: $3,741.38~~

Supplement 7

| | | |
|---|---|---|
| ~~Building 1~~ | ~~per month~~ | ~~$178.59~~ |
| ~~Building 2~~ | ~~per month~~ | ~~$133.94~~ |
| ~~Building 3~~ | ~~per month~~ | ~~$59.53~~ |
| ~~Building 8~~ | ~~per month~~ | ~~$133.94~~ |
| ~~Building 11~~ | ~~per month~~ | ~~$163.71~~ |
| ~~Building 15~~ | ~~per month~~ | ~~$119.06~~ |
| ~~Building 16~~ | ~~per month~~ | ~~$119.06~~ |
| ~~Building 17~~ | ~~per month~~ | ~~$104.18~~ |
| ~~Building 18~~ | ~~per month~~ | ~~$178.59~~ |
| ~~Building 19~~ | ~~per month~~ | ~~$148.82~~ |
| ~~Building 22~~ | ~~per month~~ | ~~$267.88~~ |
| ~~Building 23~~ | ~~per month~~ | ~~$312.53~~ |
| ~~Building 24~~ | ~~per month~~ | ~~$535.77~~ |
| ~~Building 26~~ | ~~per month~~ | ~~$119.06~~ |
| ~~Building 27~~ | ~~per month~~ | ~~$193.47~~ |
| ~~Building 77~~ | ~~per month~~ | ~~$148.82~~ |
| ~~Building 78~~ | ~~per month~~ | ~~$535.77~~ |
| ~~Guard Shack~~ | ~~per month~~ | ~~$14.88~~ |
| | ~~Total per month: $3,467.60~~ | |

**Carpet Care, All Buildings,** upon request only **per square foot $0.14**

**Floor Care, All Buildings,** includes strip & was and scrubbing **per square foot $0.18**
Restroom floors upon request only

Supplement 6 ~~Carpet Care, All Buildings, upon request~~ ~~per occasion~~ ~~$1,620.00~~

~~Floor Care, All Buildings, includes strip & Wax, scrubbing~~
~~Restroom floors~~ ~~per occasion~~ ~~$2,160.00~~

**EXHIBIT B, SP-16**
**PRICE SCHEDULE**

**SOLICITATION NO: 03PSX0459**

| BIDDER NAME: | |
|---|---|

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

~~New Specifications and related pricing for Buildings 1, 18, 24, 26, 78. New Monthly cost $8,175.15 Price increased by $1,780.47~~

Supplement 4 Standard Wage Increase
Supplement 3 Quarterly services for Building 7, additional $75.35

| | | | |
|---|---|---|---|
| Supplement 2 | Annual specials, upon client agency request: Vacuum all workstation partitions (Only ID) offices, spot clean carpet and flooring where necessary to be determined by BFM | Per occasion | $540.00 |
| | Quarterly Specials; See Breakdown by building. | Per occasion | $4,244.65 |
| Contract Award | Contractor to provide all services in accordance with all attached terms and conditions and requirements at the CT Military's Air National Guard Facility located in East Granby, CT. | | |
| | Monthly Services | 68 | ~~$6,394.68 Per month~~ |
| | Quarterly Services | 22 | $4,320.00 Per Quarter |
| | Annual Services | 5 | $540.00 Annually |

**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.:** |
|---|
| **03PSX0459** |
| **Contract Award Date:** |
| 01 February 2004 |
| **Bid Due Date:** |
| |
| **SUPPLEMENT DATE:** |
| 03 March 2016 |

## CONTRACT AWARD SUPPLEMENT #13

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

**DESCRIPTION: Custodial Services for CT Air National Guard, East Granby**

**FOR: Military**

TERM OF CONTRACT: **February 1, 2004 through extended indefinitely in accordance with Public Act 13-227.**

**AGENCY REQUISITION NUMBER:**

| CHANGE TO IN STATE (NON-SB) CONTRACT VALUE | CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE | CHANGE TO OUT OF STATE CONTRACT VALUE | CHANGE TO TOTAL CONTRACT AWARD VALUE |
|---|---|---|---|
| NA | NA | NA | NA |

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.:*
*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 issued to modify invoicing: Effective March 1, 2016 all invoices shall be monthly cost per building.
- 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:

**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.:** |
|---|
| **03PSX0459** |
| **Contract Award Date:** |
| 01 February 2004 |
| **Bid Due Date:** |
| |
| **SUPPLEMENT DATE:** |
| 20 January 2016 |

## CONTRACT AWARD SUPPLEMENT #12

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

**DESCRIPTION: Custodial Services for CT Air National Guard**

**FOR: Military**

TERM OF CONTRACT: **February 1, 2004 through extended indefinitely in accordance with Public Act 13-227.**

**AGENCY REQUISITION NUMBER:**

| CHANGE TO IN STATE (NON-SB) CONTRACT VALUE | CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE | CHANGE TO OUT OF STATE CONTRACT VALUE | CHANGE TO TOTAL CONTRACT AWARD VALUE |
|---|---|---|---|
| | | | |

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

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

*Company Name:* **Connecticut Community Providers Association, Inc.**
*Company Address:* **35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067**
*Tel. No.:* **860-257-7909** *Fax. No.:* *Contract Value:* ***$***
*Contact Person:* **Kirk Springsted**
*Company E-mail Address and/or Company Web Site:* **kspringsted@ccpa-inc.org** **www.ccpa-inc.org**
*Certification Type (SBE,MBE or None):* **SBE** *Agrees to Supply Political Sub-Divisions:* ***NO***
*Prompt Payment Terms:* **0% 00 Net 30**

**PLEASE NOTE:**

Supplement 12 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. 04PSX0459 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC.
FOR
CUSTODIAL SERVICES FOR DEPARTMENT of MILITARY'S CT AIR NATIONAL GUARD located in GRANBY.

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 January 1, 2006 for Custodial Services, as amended on January 20, 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. <u>Definitions</u>. 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: _____

**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.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Due Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** 2 December 2015 |

## CONTRACT AWARD SUPPLEMENT #11

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

DESCRIPTION: **Custodial Services for the Military Department's CT Air National Guard located in East Granby, CT**

FOR: **Military Department**

TERM OF CONTRACT: **February 1, 2004 through December 31, 2028**

**AGENCY REQUISITION NUMBER: 10725**

| 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 |
|---|---|---|---|
| | $48,350.25 (Est.) | | $48,350.25 (Est.) |

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

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

*Company Name:* **Connecticut Community Providers Association**
*Company Address:* **35 Cold Spring Road, Rocky Hill, CT 06067**
*Tel. No.:* **860-257-7909** *Fax. No.:* **860-257-7777** *Contract Value:* ***$1,056,550.25 (Est.)***
*Contact Person:* **Kirk Springsted**
*Company E-mail Address and/or Company Web Site:* **kspringsted@ccpa-inc.org** **www.ccpa-inc.org**
*Certification Type (SBE,MBE or None):* **SBE**
*Prompt Payment Terms:* **0% 00 Net 30**

**PLEASE NOTE:**

- Supplement 11 issued to add services to Building #3 Gym, revised "Exhibit B" to follow.
- A new form has been created; titled "Task and Frequency Schedule" to indicate all current services provided by Contractor.
- To clarify; a portion of the change in service in Supplement 6 was the Client Agency shall provide all consumable supplies.
- 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 11**

**SOLICITATION NO: 03PSX0459**

| **CONTRACTOR NAME:** | **Connecticut Community Providers Association** | |
|---|---|---|

| ITEM # | DESCRIPTION OF COMMODITY AND/OR SERVICES | UNIT OF MEASURE | TOTAL PRICE |
|---|---|---|---|
| Supplement 11 | Building 13; additional services. Gym clean 2 times a week. Clean, sanitize all equipment, mirrors, empty trash, vacuum carpets, sweep and mop floors | per month | $333.45 |
| | | TOTAL **Per month** | **$4,074.83** |
| Supplement 9 | Duplicate posting of supplement 8. No changes. | | |
| Supplement 8 | Additional services to Building 1; increases by $273.78 | New Building 1 cost per Month | $452.37 |
| | | ~~**Total per month: $3,741.38**~~ | |
| Supplement 7 | ~~Building 1~~ | ~~per month~~ | ~~$178.59~~ |
| | Building 2 | per month | $133.94 |
| | Building 3 | per month | $59.53 |
| | Building 8 | per month | $133.94 |
| | Building 11 | per month | $163.71 |
| | Building 15 | per month | $119.06 |
| | Building 16 | per month | $119.06 |
| | Building 17 | per month | $104.18 |
| | Building 18 | per month | $178.59 |
| | Building 19 | per month | $148.82 |
| | Building 22 | per month | $267.88 |
| | Building 23 | per month | $312.53 |
| | Building 24 | per month | $535.77 |
| | Building 26 | per month | $119.06 |
| | Building 27 | per month | $193.47 |
| | Building 77 | per month | $148.82 |
| | Building 78 | per month | $535.77 |
| | Guard Shack | per month | $14.88 |
| | | ~~**Total per month: $3,467.60**~~ | |
| | **Carpet Care, All Buildings,** upon request only | **per square foot** | **$0.14** |
| | **Floor Care, All Buildings,** includes strip & was and scrubbing Restroom floors upon request only | **per square foot** | **$0.18** |
| Supplement 6 | **Carpet Care, All Buildings**, upon request | per occasion | |
| **$1,620.00** | | | |

**EXHIBIT B, SP-16**
**PRICE SCHEDULE**

**SOLICITATION NO: 3PSX0459**

| BIDDER NAME: | |
|---|---|

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

**Floor Care, All Buildings**, includes strip & Wax, scrubbing restroom floors per occasion **$2,160.00**

Upon request

New Specifications and related pricing for Buildings 1, 18, 24, 26, 78. New ~~New Monthly cost~~ ~~**$8,175.15**~~

Price increased by $1,780.47

---

Supplement 4 **Standard Wage Increase**
Supplement 3 **Quarterly services for Building 7**, additional $75.35

| | | | |
|---|---|---|---|
| Supplement 2 | **Annual specials**, upon client agency request: Vacuum all workstation partitions (Only ID) offices, spot clean carpet and flooring where necessary to be determined by BFM | Per occasion | **$540.00** |
| | **Quarterly Specials**; See Breakdown by building. | Per occasion | **$4,244.65** |
| Contract Award | Contractor to provide all services in accordance with all attached terms and conditions and requirements at the CT Military's Air National Guard Facility located in East Granby, CT. | | |
| | Monthly Services | 68 | ~~$6,394.68 Per month~~ |
| | Quarterly Services | 22 | $4,320.00 Per Quarter |
| | Annual Services | 5 | $540.00 Annually |

Task and Frequency Schedule

| BLDG # | SUPP#11 | DESCRIPTION OF SERVICES | FREQ |
|---|---|---|---|
| 1 | $ 452.37 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 2 | $ 133.94 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 3 | $ 59.53 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 3 GYM | $ 333.45 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 8 | $ 133.94 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 11 | $ 163.71 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 15 | $ 119.06 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 16 | $ 119.06 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 17 | $ 104.18 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 18 | $ 178.59 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 19 | $ 148.62 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 22 | $ 267.88 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 23 | $ 312.53 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 24 | $ 535.77 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 26 | $ 119.06 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 27 | $ 193.47 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 77 | $ 148.82 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| 78 | $ 535.77 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| GUARD SHACK | $ 14.88 | RESTROOM, SHOWER AND LOCKER ROOM SERVICES | 2X WEEK - TUES & FRI |
| MONTHLY | $ 4,074.63 | | |

**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.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Due Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** **24 September 2013** |

## CONTRACT AWARD SUPPLEMENT #10

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

DESCRIPTION: **Custodial Services for the Military Department's CT Air National Guard located in East Granby, CT**

| | |
|---|---|
| **FOR: Military Department**<br>**360 Broad Street**<br>**Hartford, CT 06105** | **TERM OF CONTRACT / DELIVERY DATE REQUIRED:**<br>**3rd Contract Extension: In accordance with C.G.S. 4a-82 as amended by Public Act 13-227** |
| | **AGENCY REQUISITION NUMBER: 10725** |

| 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 |
|---|---|---|---|
| | $273.78/mo (est.) | | $273.78/mo (est.) |

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

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

*Company Name:* ***Connecticut Community Providers Association, Inc. (CCPA)***
*Company Address:* ***35 Cold Spring Drive, Suite 522 RockyHill, CT 06067***
*Tel. No.:* ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* ***$1,008,200.00 (est.)***
*Contact Person:* ***Kirk Springsted*** *Delivery:*
*Company E-mail Address and/or Company Web Site:*
*Certification Type (SBE,MBE or None):* ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political SubDivisions:* ***No***

**NOTE:**

- This Contract will remain in effect in accordance with C.G.s. 4a-82 as amended by Public Act 13-227.
- Incorporated into Supplement #9 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. 03PSX0459 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC
FOR
Custodial Services

Contract No. 03PSX0459 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 February 1, 2004;

WHEREAS the Contract resulted from the DAS bid for Custodial Services for the State of Connecticut Department of Administrative Services issued on January 2, 2004;

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(n) Perform: For the purposes of this Contract, the verb "to perform" and the Contractor's performance set forth in Exhibit A are referred to as "Perform," "Performance" and other capitalized variations of the term.

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

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

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

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

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

2. Term of Contract; Contract Extension. The Contract will remain in effect in accordance with C.G.S. 4a-82 as amended by Public Act 13-227.

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

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

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

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

(c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum or standard wage rate that may occur, as mandated by

state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of documentation acceptable to the State, substantiating the increase in minimum or standard wage rate.

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

5. Rejected Items; Abandonment.

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

(1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;

(3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and

(5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.

(b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the

terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

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

7. Contract Amendments.

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

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

9. Termination.

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

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

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

(d) Upon receipt of a written notice of Termination from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase

orders and shall not enter into any further subcontracts, purchase orders or commitments.

(e) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.

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

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

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

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

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

12. Waiver.

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

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

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

14. Purchase Orders.

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

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

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

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

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

15. Indemnification.

(a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor

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

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

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

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

(e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Client Agency prior to the Effective Date of the Contract. The Contractor shall not begin Performance until the delivery of the policy to DAS and, if requested, to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.

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

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

17. Contractor Guaranties. Contractor shall:

(a) Perform fully under the Contract;

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

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

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

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

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

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

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

20. Delivery.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

(e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a

criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

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

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

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

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

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

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

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

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

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

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

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

(q) they owe no unemployment compensation contributions;

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

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

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

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

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

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

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

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

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

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

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

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

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

(a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.

(b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

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

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

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

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

30. Documents Incorporated Into the Contract All Exhibits and their attachments referred to in and attached to this Contract and the forms SP-26 and SP-38 are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

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

32. Non-discrimination.

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

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

(2) "Contract" and "contract" include any extension or modification of the Contract or contract;

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

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

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

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

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

(8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical

Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;

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

(10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b)

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

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

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

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

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of

the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

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

33. Tangible Personal Property.

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

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

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

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

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

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

(b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns,

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

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

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

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

If to DAS:

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

If to the Contractor:

At the address set forth on Form SP-38.

Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any

failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Owner's and Contractor's Protective Liability:

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

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

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

(e) Reserved

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

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

(h) Reserved

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

37. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

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

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

a. its certificate of incorporation or other organizational document;

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

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

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

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

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

(a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

(b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.

(c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.

(d) All audits and inspections shall be at the State's expense.

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

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

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

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

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

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

46. Contractor Responsibility.

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

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

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

48. Confidential Information. The State will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the

conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

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

50. Cross-Default.

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

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

51. Disclosure of Records. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

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

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

54. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

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

56. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(1) having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

57. Health Insurance Portability and Accountability Act.

(a) If the 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) <u>Permitted Uses and Disclosure by Business Associate.</u>

(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: _____

# GENERAL CONDITIONS for: 03PSX0459

## SCOPE:

Provide janitorial services for general and private offices, entrances, lobbies, corridors, restrooms, break-rooms, gyms, conference rooms, classrooms, shower areas and locker areas shall receive janitorial and window-cleaning services as described herein. The contractor shall be required to re-lamp fixtures within their assigned square footage of a height not to exceed 8 foot from floor level. Replacement bulbs will be provided by the CTANG on a one to one exchange. Provide a list of items identified during their course of work that's not functional, leaking or broken to the 103 CES Production Control Desk in Building 17.

**BUILDINGS/SQUARE FOOTAGE TO BE INCLUDED IS APPROXIMATED:**

| | |
|---|---|
| Building 1 | 7,000 square feet |
| Building 2 | 3,000 square feet |
| Building 3 | 500 square feet |
| Building 11 | 2,000 square feet |
| Building 15 | 400 square feet |
| Building 16 | 1,000 square feet |
| Building 17 | 2,000 square feet |
| Building 18 | 1,500 square feet |
| Building 19 | 500 square feet |
| Building 20 | 100 square feet |
| Building 22 | 12,500 square feet |
| Building 23 | 1,000 square feet |
| Building 24 | 22,600 square feet |
| Building 26 | 1,000 square feet |
| Building 27 | 1,200 square feet |
| Building 77 | 500 square feet |
| Building 78 | 12,000 square feet |
| Total | 68,800 |

## SCHEDULE OF WORK:

The contractor shall furnish sufficient labor, equipment and materials to accomplish the required custodial work as scheduled, using the methods, materials, and equipment as further outlined in these specifications. All services to be performed will be accomplished Monday through Friday at a shift time to be determined. unless otherwise specified.

Prior to starting the work the contractor will be required to furnish a man-hour schedule showing the number of man-hours that will be furnished each day for scheduled work.

MATERIALS:

The contractor will be required to furnish all the materials required to do the work as outlined in the schedule of work. It will include but not necessarily be limited to the following approved products:

1. Soaps and detergents.
2. Cleaning chemicals used on floors, walls, furniture, toilet rooms, shower and locker rooms, glass, tile, brick, concrete or other building surfaces.
3. Rags, cloths, sponges, brushes, pails, spray bottles, scrapers, steel wool, large/small plastic disposal bags.
4. Germicides or fungicides.
5. Paper products used in the cleaning process.
6. All paper products - toilet paper and hand towels.
7. All clear plastic trash liners/bags

MATERIAL STORAGE:

The contractor will be provided limited space per facility and limited extra storage space at Civil Engineering to store products. The CTANG must have MSDS sheets for all material used on site and has the option to reject any or all products due to government regulations or guidance.

LABOR:

The contractor shall have a supervisor in charge of the scheduled work who shall represent the contractor and coordinate the work with the Base Facility Manager (BFM) or designee only.

The contractor's work force shall be neat and clean in appearance and shall wear an identification badge outlined above at all time.

The contractor shall maintain control of his employees. Any employee whose work performance or conduct is objectionable shall be immediately removed from the premises at the request of the agency designee / BFM.

The contractor shall maintain a work force of sufficient size to do all work as scheduled. The contractor shall correct scheduled work that is done unsatisfactorily after notification by the agency designee or BFM at no additional cost to the agency.

CONTRACTOR FURNISHED EQUIPMENT:

The contractor shall furnish and maintain in first class condition all equipment required to do the custodial work.

The state agency designee or BFM shall approve all equipment furnished by the contractor; any equipment found unsuitable for the work shall be removed from the premises and replaced with an approved type.

Equipment to be furnished shall include but not be limited to the following:

- Vacuum sweepers - upright.
- Vacuum - wet or dry.
- Mop buckets with wringers.
- Eraser cleaners.
- Carpet shampoo machines.
- Rotary scrubbing or buffing machines (including brushes and pads).
- Other specialized equipment.

All contractor-furnished equipment shall be engraved or otherwise permanently identified, in a neat manner, so that ownership can be readily determined.

All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use.

The contractor must carry a radio from CE at all times while on the installation.

Contractor will be required to check in and out at Bldg. 17 each day they are on the installation.

**Note: No cameras or picture taking allowed**.

INSURANCE:

The contractor and his subcontractors shall carry adequate Property Damage and Public Liability Insurance, Workers Compensation and Employees Liability Insurance in statutory amounts. He shall provide to the using state agency, certificates of compliance before starting work.

BONDED EMPLOYEES:

All of contractor's employees working on this contract shall be bonded.

SECURITY:

The contractor must furnish a certified copy of a five-year State Police background check in writing for each employee to be employed on site. One (1) copy must go to the Connecticut Air National Guard (CTANG) and (1) one to the State Military Department before they will be allowed on the premise and issued a contractors badge. NO employee of the contractors will be allowed on site with a temporary badge more than once per shift per quarter. Failure to comply with this guidance will cause the contractor to be in default.

The contractor will be required to carry a military photo ID provided by the CTANG. The contractor will ware the badge at all times while on CTANG property and have a contractors identification pass for all vehicles that will be driven onto the CTANG property.

The contractor will be provided a half-day for each employee to be trained by CTANG staff on the rules and guidance of the instillation before they are allowed to work on site. This training will be provided by CTANG personnel and will include but not limited to, Security, Safety, Health, etc. and all employees will be required to sign a roster indicating such train has been accomplished and that they understand the training. Additional guidance is provided in attachment 1

INSPECTION:

The contractor shall inspect all the building before submitting a bid, and floor plans will given as to the frequency of tasks to be accomplished in what facilities. Failure to examine the premises shall result in rejection of bid. Attachment 2

MILITARY CLAUSE:

The United State Air Force (USAF) CTANG reserves the right to restrict access to said property for contractual purposes do to current world situations or changes in “Force Protection” levels at the base installation. This gives the Government of the United States, Department of Defenses Agency of the Air National Guard the right to cancel for conveyance with no penalties.

OTHER

- MUST HAVE A WRITTEN BLOODBORNE PATHOGEN EXPOSURE CONTROL PLAN IN ACCORDANCE WITH OSHA BLOODBORNE PATHOGENS STANDARD, 29 CFR 1910.1030.

- **During the walk through of the Bradley Air National Guard campus a detailed floor plan (CADD) will be available for each facility covered under this contract.**

DAMAGE TO STATE / FEDERAL AND / OR PERSONAL PROPERTY:

The contractor shall be responsible for the repair or replacement cost of any damage to state and / or personal property caused by the use, misuse or negligence of the contractor's employees.

Continued page 4

The contractor is responsible for reporting, in writing within 24 hours the occurrence of damage to said property. Failure to report the damage within the specified time may be cause for termination of this contract.

CANCELLATION CLAUSE:

The Bureau of Purchases reserves the right to cancel this contract for any reason beneficial to the state, upon a ten (10) day written notice to the contractor.

EXTENSION CLAUSE:

The State reserves the right to extend this contract for additional periods equaling up to the original term with the consent of the contractor provided all provision of Section 4a-59a of the Connecticut General Statutes are adhered to.

CONTRACT PAYMENT:

Payment will be made on a monthly basis after service has been performed. Invoice to be submitted directly to using agency.

BASIS OF AWARD

Award will be made to the lowest, qualified, responsive bidder offering lowest overall cost for all services requested for the quantities and or occasions as prescribed on the proposal schedule.

CONNECTICUT AIR NATIONAL GUARD
BRADLEY INTERNATIONAL AIRPORT
MAINTENANCE SPECIFICATIONS AND STANDARDS

JANITORIAL SERVICES for: 03PSX0459

**BUILDING ENTRANCES - LOBBY AND HALL AREAS**

- VACUUM ALL CARPETED FLOORS AND SWEEP AND DAMP MOP COMPOSITE FLOORS DAILY.
- DUST AND POLISH DIRECTORY BOARDS DAILY.
- SPOT CLEAN DAILY AND WASH WEEKLY ENTRANCE DOOR GLASS AND SIDELIGHTS.
- EMPTY AND CLEAN ASHTRAYS AND SAND URNS DAILY.
- SCRUB AND POLISH DRINKING FOUNTAINS DAILY.
- SPOT CLEAN WALLS DAILY TO REMOVE FINGER MARKS AND SMUDGES.
- REMOVE SPILLAGE DAILY.

**DAILY SERVICES - RESTROOMS AND SHOWER AREAS**

- EMPTY AND WIPE OUT ALL WASTE PAPER CONTAINERS.
- POLISH ALL MIRRORS. (2X PER WEEK)
- CLEAN ALL LAVATORY FIXTURES.
- KEEP SINKS, TOILET BOWLS, URINALS AND SHOWERS FREE OF SCALE AT ALL TIMES.
- WASH AND SANITIZE UNDERSIDE AND TOPS OF TOILET SEATS, TOILET FIXTURES AND COMPARTMENTS.
- REFILL SOAP, TOWELS AND TISSUE CONTAINERS (USING STANDARD BUILDING STOCK ONLY).
- WIPE DOWN WALLS AROUND LAVATORIES.
- MOP ALL LAVATORY FLOORS.
- FILL FLOOR DRAINS WHERE INSTALLED WEEKLY.
- DUST ALL HORIZONTAL SURFACES.
- EMPTY, CLEAN AND DISINFECT SANITARY NAPKIN DISPOSALS.
- WIPE CLEAN ALL STAINLESS STEEL AND CHROME PLATED FIXTURES.

**2X PER WEEK -**

- EMPTY AND CLEAN ALL WASTEBASKETS, IN ALL OFFICES.
- SWEEP AND DUST CLEAN COMPOSITION FLOORS WITH TREATED MOPS.
- DUST ALL DESKS, TABLES, FILES, HORIZONTAL SURFACES AND CLEAN GLASS TOPS (ONLY ID OFFICES).
- DUST ALL DESK ACCESSORIES (INCLUDING, WITHOUT LIMITATION TELEPHONES) AND REPLACE SAME IN PROPER PLACE. (ONLY ID OFFICES)
- VACUUM ALL CARPETS.
- DAMP MOP SPILLAGE.
- REMOVE TRASH AND RECYCLING GENERATED BY NORMAL DAILY BUSINESS ACTIVITY TO DESIGNATED AREAS.
- SPOT CLEAN WOODWORK, DOORS AND PARTITION GLASS WEEKLY.

**VCT FLOOR SURFACES**

- BUFF ALL COMPOSITION FLOORS ONCE EACH MONTH.

**QUARTERLY SERVICES - RESTROOMS AND SHOWER AREAS**

- WASH DOWN CERAMIC TILE WALLS AND TOILET COMPARTMENT PARTITIONS.
- PERFORM HIGH DUSTING.
- BRUSH DOWN VENTS.

**QUARTERLY SERVICES:**

- WASH ALL WINDOWS INSIDE AND OUTSIDE.
- CARPET CLEANING SERVICES.
- STRIP / WASH / WAX AND BUFF ALL COVERED FLOORS (VCT OR OTHER TILE).
- DUST DOOR TOPS, TOPS OF PARTITIONS HIGH LEDGES, HIGH FILES , (ONLY ID OFFICES) AIR CONDITIONING OUTLETS AND RETURN AIR GRILLS.
- DUST BLINDS (WHERE INSTALLED), (ONLY ID OFFICES).
- CARPET CLEANING (Shampoo) 4X PER YEAR
- STRIP AND RE-WAX COMPOSITION FLOORS 4X PER YEAR

**ANNUAL SERVICES**

- VACUUM ALL WORKSTATION PARTITIONS (ONLY ID OFFICES), SPOT CLEAN CARPETING AND FLOORING WHERE NECESSARY TO BE DETERMINED BY BFM.

**GENERAL**

- SPOT CLEAN BLEMISHES ON WALLS AS REQUIRED.
- THE HOURS FOR JANITORIAL CLEANING SERVICES SHALL BE:
  A. MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS.
  B. MODIFICATIONS OF STARTING TIME FOR SPECIFIC LOCATIONS ON THE BASE MAY BE COORDINATED WITH THE BFM AND THE CLEANING CREW, PROVIDED THAT CHANGE DOES NOT DELAY THE COMPLETION OF OVERALL CLEANING.
- WILL FILL OUT AND RETURN CE CHECK LIST DAILY.

**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 #:**
**03PSX0459**



CCPA / CW RESOURCES
KIRK SPRINGSTED – 860-257-7909

| ITEM # | DESCRIPTION OF COMMODITY AND/OR SERVICES | QUANTITY | TOTAL COST |
|---|---|---|---|
| | Contractor to provide all services in accordance with all attached terms and conditions and requirements at the CT Military's Air National Guard Facility located in East Granby, CT. | Est. Qty. | |
| 1 | Monthly Services | 68 | $ 6,394.68 Per month |
| 2 | Quarterly Services | 22 | $ 4,320.00 Per Quarter |
| 3 | Annual Services | 5 | $ 540.00 Annually |

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

**Aimee Cunningham**
*Contract Specialist*

**(860)713-5250**
*Telephone Number*

# STATE OF CONNECTICUT

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

| | |
|---|---|
| **CONTRACT AWARD NO.:** | **03PSX0459** |
| **Contract Award Date:** | 13 January 2004 |
| **Bid Due Date:** | 27 January 2004 |
| **SUPPLEMENT DATE:** | **5 June 2012** |

## CONTRACT AWARD SUPPLEMENT #9

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

DESCRIPTION: **Custodial Services for the Military Department's CT Air National Guard located in East Granby, CT**

**FOR: Military Department**
**360 Broad Street**
**Hartford, CT 06105**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**
**February 1, 2004 - September 30, 2013**

**AGENCY REQUISITION NUMBER: 10725**

| 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 |
|---|---|---|---|
| | $273.78/mo (est.) | | $273.78/mo (est.) |

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

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

*Company Name:* ***Connecticut Community Providers Association, Inc. (CCPA)***
*Company Address:* ***35 Cold Spring Drive, Suite 522 RockyHill, CT 06067***
*Tel. No.:* ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* ***$1,008,200.00 (est.)***
*Contact Person:* ***Kirk Springsted*** *Delivery:*
*Company E-mail Address and/or Company Web Site:*
*Certification Type (SBE,MBE or None):* ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political SubDivisions:* ***No***

**NOTE:**
**The purpose of this supplement is to add more restrooms to building #1 and include 29 fixtures and 1 locker room. See attached.**

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

***APPROVED***_____
***AIMEE M. CUNNINGHAM***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

Community Providers Association
Caring for Connecticut.

# 476

March 14, 2012

**REVISED**

Marie Thompson, Purchasing
Military Department
360 Broad Street
Hartford, CT 06105

**Re: Amend Janitorial Service Contract:**

Dear Marie:

Per your request, CCPA is pleased to submit proposal to amend to our current janitorial contract award # 03PSX0459 and purchase order MILM1-12107.

Location: Military Department
Bradley Air National Guard
100 Nicholson Road
East Granby, CT 06026-9309

Contract Period: 02/01/04 - 09/30/13

**Amendment Period: 03/01/12 - 09/30/13**

**Amendment Reason:**

Adding five (5) more restrooms to building #1 there are 29 fixtures & 1 locker room.

| Services | Prices |
|---|---|
| 5 additional restrooms at building #1 | $273.78 per month |
| New monthly cost for building #1 | **$452.37** per month |

**3/14/12 - Revision due to calculation error.**

Please forward the appropriate purchase order amendment to this office. Please indicate Public Act 77-405 as the authorization code. Thank you for allowing CCPA and the Preferred Purchasing Program to assist you in maintaining your state facilities.

Sincerely,

Donna Lorenzo
Contract Specialist

**CCPA**
35 Cold Springs Rd., Suite 522, Rocky Hill, CT 06067-3165
(P)860-257-7909 • (F)860-257-7777
www.ccpa-inc.org

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

**Aimee Cunningham**
*Contract Specialist*

**(860)713-5250**
*Telephone Number*

# STATE OF CONNECTICUT

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

| | |
|---|---|
| **CONTRACT AWARD NO.:** | **03PSX0459** |
| **Contract Award Date:** | 13 January 2004 |
| **Bid Due Date:** | 27 January 2004 |
| **SUPPLEMENT DATE:** | **29 February 2012** |

## CONTRACT AWARD SUPPLEMENT #8

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

DESCRIPTION: **Custodial Services for the Military Department's CT Air National Guard located in East Granby, CT**

**FOR: Military Department**
**360 Broad Street**
**Hartford, CT 06105**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**
**February 1, 2004 - September 30, 2013**

**AGENCY REQUISITION NUMBER: 10725**

| 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 |
|---|---|---|---|
| | $14,068.36 (est.) | | $14,068.36 (est.) |

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

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

*Company Name:* ***Connecticut Community Providers Association, Inc. (CCPA)***
*Company Address:* ***35 Cold Spring Drive, Suite 522 RockyHill, CT 06067***
*Tel. No.:* ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* ***$1,008,164.70 (est.)***
*Contact Person:* ***Kirk Springsted*** *Delivery:*
*Company E-mail Address and/or Company Web Site:*
*Certification Type (SBE,MBE or None):* ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political SubDivisions:* ***No***

**NOTE:**
**The purpose of this supplement is to add new bathrooms to the areas that need to be cleaned. See attached.**

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

***APPROVED*_____**
***AIMEE M. CUNNINGHAM***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

Community Providers Association
Caring for Connecticut.

# 476

January 17, 2012

Marie Thompson, Purchasing
Military Department
360 Broad Street
Hartford, CT 06105

**Re: Amend Janitorial Service Contract:**

Dear Marie:

Per your request, CCPA is pleased to submit proposal to amend to our current janitorial contract award # 03PSX0459 and purchase order MILM1-12107.

Location: Military Department
Bradley Air National Guard
100 Nicholson Road
East Granby, CT 06026-9309

Contract Period: 02/01/04 - 09/30/13

**Amendment Period:** ~~01/17/12~~ - **09/30/13**
03/01/12

**Amendment Reason:**

Adding five (5) more restrooms to building #1 there are 29 fixtures & 1 locker room.

| Services | Prices |
|---|---|
| 5 additional restrooms at building #1 | $273.78 per month |
| New monthly cost for building #1 | $466.66 per month |

Please forward the appropriate purchase order amendment to this office. Please indicate Public Act 77-405 as the authorization code. Thank you for allowing CCPA and the Preferred Purchasing Program to assist you in maintaining your state facilities.

Sincerely,

Donna Lorenzo
Contract Specialist

**CCPA**
35 Cold Springs Rd., Suite 522, Rocky Hill, CT 06067-3165
(P)860-257-7909 • (F)860-257-7777
www.ccpa-inc.org

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

**Aimee Cunningham**
*Contract Specialist*

**(860)713-5250**
*Telephone Number*

# STATE OF CONNECTICUT

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

| | |
|---|---|
| **CONTRACT AWARD NO.:** | **03PSX0459** |
| **Contract Award Date:** | 13 January 2004 |
| **Bid Due Date:** | 27 January 2004 |
| **SUPPLEMENT DATE:** | **8 December 2011** |

## CONTRACT AWARD SUPPLEMENT #7

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

DESCRIPTION: **Custodial Services for Military Department's CT Air National Guard located in East Granby, CT**

**FOR: Military Department**
**360 Broad Street**
**Hartford, CT 06105**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**
**February 1, 2004 - September 30, 2013**

**AGENCY REQUISITION NUMBER: 10725**

| 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 |
|---|---|---|---|
| | $37,116.86 (est.) | | $37,116.86 (est.) |

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

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

*Company Name:* ***Connecticut Community Providers Association, Inc. (CCPA)***
*Company Address:* ***35 Cold Spring Road, Suite 522 Rocky Hill, CT 06067***
*Tel. No.:* ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* ***$994,096.38 (est.)***
*Contact Person:* ***Kirk Springsted*** *Delivery:* ***Per specifications***
*Company E-mail Address and/or Company Web Site:* ***kspringsted@ccpa-inc.org***
*Certification Type (SBE,MBE or None):* ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political SubDivisions:* ***No***

**NOTE:**

**The purpose of this supplement is to add additional buildings and reduce service/pricing to current sites effective Monday December 12, 2011.**
**Please see attached documentation.**

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

***APPROVED***_____
***AIMEE M. CUNNINGHAM***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

Community Providers Association
Caring for Connecticut.

# 476

December 5, 2011

Marie Thompson, Purchasing
Military Department
360 Broad Street
Hartford, CT 06105

**Re: Amend Janitorial Service Contract:**

Dear Marie:

Per your request, CCPA is pleased to submit proposal to amend to our current janitorial contract award # 03PSX0459 and purchase order MILM1-11705. See attached contract renewal form.

| | |
|---|---|
| Location: | Military Department<br>Bradley Air National Guard<br>100 Nicholson Road<br>East Granby, CT 06026-9309 |
| Contract Period: | 02/01/04 - 09/30/13 |
| **Amendment Period:** | **12/06/11 - 09/30/13** |

**Amendment Reason:**

**Additional buildings were added to current contract with revised reduction pricing to current sites (see pricing schedule attached).** All buildings CW Resources, Inc. is currently providing services for (1, 18, 24, 26, 78) the specifications will not change. Additional buildings (2, 3, 8, 11, 15, 16, 17, 19, 22, 23, 27, 77, and the Guard Shack) will receive only "Restroom/Shower/Locker Room" services identified on Addendum A located in the Statement of Work (SOW) with the exclusion of restrooms that do not have locker/shower rooms attached and building 8 in which the services were not requested. Each facility has 2 restrooms and was priced according to those two restrooms and any attached locker/shower rooms. The additional buildings will be cleaned according to the same schedule as the initial frequency requested for the current buildings (2 times per week) on the same days (Tuesday and Friday) at the approximate same time (9:00 a.m. to 1:00 p.m.). Any additional work will have to be requested by customer as a one-time special cleaning.

**Note:** Prices were estimated by square footage, fixtures and additional labor. Buildings with the same amount of fixtures may differ due to estimated additional labor for locker rooms connected to restrooms.

Please forward the appropriate purchase order amendment to this office. Please indicate Public Act 77-405 as the authorization code. Thank you for allowing CCPA and the Preferred Purchasing Program to assist you in maintaining your state facilities.

Sincerely,

Kirk A. Springsted
Vice President, Administration

**CCPA**
35 Cold Springs Rd., Suite 522, Rocky Hill, CT 06067-3165
(P)860-257-7909 • (F)860-257-7777
www.ccpa-inc.org

Community Providers Association
Caring for Connecticut.

## CCPA Contract Renewal Form

*Contract Information*

Current Purchase Order Period: 7/1/2011 to 9/30/2011

CCPA Contract #: 476

State Contract Award # 03PSX0459

Purchase Order: MILM1-11705

Product/Service JANITORIAL

Vendor: C. W. Resources, Inc.

**Location (if applicable):**

Military Department
100 Nicholson Road
East Granby

**Proposed Contract Period:** 7/1/2011 to 9/30/2013

**CCPA Price Proposal**

| Item Description | Item Detail | Proposed Price | Unit | Qty |
|---|---|---|---|---|
| Janitorial | Custodial Services Building 1 3500 sq. ft. | $178.59 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Custodial Services Building 2 - 18 fixtures | $133.94 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Custodial Services Building 3 - 7 fixtures | $59.53 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Custodial Services Building 8 - 18 fixtures | $133.94 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Custodial Services Building 11 - 18 fixtures | $163.71 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Custodial Services Building 15 - 12 fixtures | $119.06 | Month | 27 |
| **Standard Wage** ☐ | | | | |

Community Providers Association
Caring for Connecticut.

**CCPA Contract Renewal Form**

| | | | | |
|---|---|---|---|---|
| Janitorial | Custodial Services Building 16 - 10 fixtures | $119.06 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 17 - 16 fixtures | $104.18 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 18 - 2202 sq. ft | $178.59 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 19 - 15 fixtures | $148.82 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 22 - 24 fixtures | $267.88 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 23 - 28 fixtures | $312.53 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 24 - 3000 sq. ft | $535.77 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 26 - 357 sq. ft. | $119.06 | Month | 27 |
| **Standard Wage** | ☐ | | | |
| Janitorial | Custodial Services Building 27 - 17 fixtures | $193.47 | Month | 27 |
| **Standard Wage** | ☐ | | | |

Community Providers Association
Caring for Connecticut.

## CCPA Contract Renewal Form

| | | | | |
|---|---|---|---|---|
| Janitorial | Custodial Services Building 77 - 10 fixtures | $148.82 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Custodial Services Building 78 - 8000 sq. ft | $535.77 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Gurard Shack - 2 fixtures | $14.88 | Month | 27 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Carpet care all buildings, upon request only | $0.14 | Sq. Ft. | 1 |
| **Standard Wage** ☐ | | | | |
| Janitorial | Floor care all buildings includes strip & wax and scrubbing restroom floors upon request only | $0.18 | Sq. Ft. | 1 |
| **Standard Wage** ☐ | | | | |

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

**Aimee Cunningham**
*Contract Specialist*

**(860)713-5250**
*Telephone Number*

# STATE OF CONNECTICUT

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

| |
|---|
| CONTRACT AWARD NO.: 03PSX0459 |
| Contract Award Date: 13 January 2004 |
| Bid Due Date: 27 January 2004 |
| SUPPLEMENT DATE: 23 March 2011 |

## CONTRACT AWARD SUPPLEMENT #6

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

DESCRIPTION: **Custodial Services for the CT Air National Guard located in East Granby, CT.**

| | |
|---|---|
| **FOR: CT Military Department, 360 Broad St. Hartford, CT 06105** | **TERM OF CONTRACT / DELIVERY DATE REQUIRED: February 1, 2004 Extended through September 30, 2013** |
| | **AGENCY REQUISITION NUMBER: 10725** |

| 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 Assocation, Inc.***
*Company Address:* ***34 Cold Spring Road, Suite 522, Rocky Hill, CT 06067***
*Tel. No.:* ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* ***$956,979.52***
*Contact Person:* ***Kirk Springsted*** *Delivery:* ***Per Terms and Conditions***
*Contact Person Address:* ***Same***

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

*Certification Type (SBE,MBE, WBE or None):* ***SBE*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political SubDivisions:* ***N/A***

**Please see attached for updates to services and pricing at this location.**

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

*APPROVED* Aimee Cunningham
*AIMEE CUNNINGHAM*
*Contract Specialist*
(Original Signature on Document in Procurement Files)

Community Providers Association
Caring for Connecticut.

# 476

March 23, 2011

Marie Thompson, Purchasing Supervisor
State of CT, Military Department
360 Broad Street
Hartford, CT 06105

**Re: Custodial Cleaning Amendment**

CCPA is pleased to submit amendment for the following custodial services to DAS contract award #03PSX0459. Contact award has been on hold due to military budget issues and new proposal reflects new specifications & related pricing. Vendor performing services – C. W. Resources, Inc.

Location: Bradley Air National Guard
100 Nicholson Road
East Granby, CT 06026-9309

| Services | Square Footage | Monthly Prices | Annual Prices | Occurrences |
|---|---|---|---|---|
| Custodial Services | | | | |
| Building 1 | 3,500 | $365.30 | $4,383.60 | per month, per building |
| Building 18 | 2,202 | $229.82 | $2,757.84 | |
| Building 24 | 3,000 | $313.11 | $3,757.32 | |
| Building 26 | 357 | $37.26 | $447.12 | |
| Building 78 | 8,000 | $834.98 | $10,019.76 | |
| Total Custodial Services | 17,059 | $1,780.47 | $21,365.64 | |
| Carpet Care, all buildings, upon request | | | $1,620.00 | one-time price per occasion, per request |
| Floor Care, all buildings includes strip & wax scrubbing restroom floors , upon request | | | $2,160.00 | one-time price per occasion, per request |

**Note:** Bradley Air National Guard will be supplying the paper products, soap & trash bags. C. W. Resources will supply all cleaning chemicals, solvents, supplies and equipment needed to perform services.

Please issue your purchase order for the above services to CCPA under P.A. 77-405. Thank you for allowing CCPA and the Preferred Purchasing program to assist you in maintaining this state property. If you have any questions, please call.

Sincerely,

Kirk A. Springsted
Vice President, Administration

CCPA
35 Cold Springs Rd., Suite 522, Rocky Hill, CT 06067-3165
(P)860-257-7909 • (F)860-257-7777
www.ccpa-inc.org

**1. DESCRIPTION OF SERVICES.** The contractor shall perform base custodial services to present a clean, neat and professional appearance at Bradley ANG Base in accordance with Building Owners and Managers Association (BOMA) commercial standards, all local, state and federal laws and the requirements of this Statement of Work (SOW). The contractor, through innovation, technology, and other means, shall perform the required custodial services at frequencies determined by the contractor. The evaluation results will be based on end user satisfaction. All services performed must meet the prescribed standards stated in the Service Delivery Summary to be regarded as acceptable. Services considered unacceptable upon a validated customer complaint shall be re-performed at no additional charge to the Government. The estimated square footage for the buildings are listed in Appendix A, Workload Data.

A. All interior space shall be free of obvious dirt, debris, and dust. Glass surfaces shall be clean and free of smudges. Furniture shall be free of obvious dust, dirt and debris. Carpets will be free of obvious spots and stains, and shall be clean and free of dirt and debris. All floors will be maintained according to best trade practices. Floors requiring a finish shall be maintained at a high luster and free of all marks.

B. Drinking fountains will be cleaned to be free of water marks and any other debris or encrustations. Drinking fountains shall be maintained at a high level of satisfaction.

C. All trash will be collected and disposed of in the nearest dumpster. Trash cans shall be emptied and kept clean and free of dirt, stains and debris. Plastic liners for all trash containers shall not be torn, worn, or contain residue.

D. Restrooms will be cleaned and disinfected. Refill dispensers, empty trash, clean and sanitize all restroom fixtures. Floors will be cleaned, disinfected and free of dust, dirt, debris or bacteria. Partitions and walls will be free of obvious dirt, and dust. Restroom supplies shall be replenished as needed to maintain an adequate supply at all times.

**3. GOVERNMENT FURNISHED PROPERTY AND SERVICES.** The Government shall provide, without cost, the facilities, equipment, materials and/or services listed below:

Approximately 250 SF of storage space in building 17.
All utilities required to support the assigned area.
All refuse removal, entomology services and police and fire protection.

**3.1.** The contractor shall maintain this space to the same standards as similar area as occupied by the Government and use space only in connection with performance under this contract. The contractor shall not make any alterations to the space except with the prior written permission of the Contracting Officer. Any approved **contractor required** alterations shall be made at no additional cost to the Government. The contractor, at his/her own expense shall restore the space to the condition in which it was received, fair wear and tear expected, at the time of contract completion or termination, except as otherwise approved in writing by the Contracting Officer. In the case of damaged facilities, the amount

of compensation due to the Government by the contractor shall be the actual cost of the repair.

**3.2.** The contractor shall notify the Government of any circumstances of needed repair of assigned space or of any area that may affect performance of contract work, present unsafe or unhealthy condition, or cause any delays or interference of work by employees of the contractor. Such notification shall be made immediately by the contractor to the Quality Assurance Evaluator (QAE).

**3.3.** Some buildings have janitors' closets wherein there may be room to store cleaning supplies and equipment.

**3.4.** Except for those items or services specifically stated above, **the contractor** shall furnish everything required to perform this statement of work.

**4. GENERAL INFORMATION:**

**4.1.** Hours **of operation.** Bradley ANG Base is open Monday thru Friday from 0700 to 1630, with every other Monday closed.

**4.2. Contractor's Personnel.** The contractor shall provide an on-site point of contact (POC) for all contractual matters during all hours of operation.

**4.2.1. Contractor** personnel shall present a neat appearance and be easily recognized. This may be accomplished by wearing clothing bearing the name of the company or by wearing an appropriate badge containing the company name and employee name. The military uniform, or any part thereof, may **not** be worn by contractor's employees while performing work under this contract. Additionally employees shall be fully attired.

**4.2.2.** Contractor provides names, driver license, and social security numbers of all contractor employees working at Bradley ANG Base. For security purposes only

**4.3.** Physical **Security.** The contractor shall be responsible for safeguarding all Government property provided for contractor use. At the close of each work period, Government facilities, equipment, and materials shall be secured.

**4.3.1.** Key **Control.** The contractor shall establish and implement methods of ensuring that all keys issued to the contractor by the Government are not lost or misplaced and are not used by unauthorized persons. No keys issued to the contractor by the Government shall be duplicated. The contractor shall develop procedures covering key control.

**4.4. Service Schedules.** The contractor shall develop and maintain a service schedule for each building listed in **Appendix A.** The service schedule should indicate the days of the week, task, and frequency of service to be performed. The service schedule shall be submitted as soon as possible after contract award but no later than the Pre-performance Conference. The contractor shall coordinate with the facility manager to agree upon days and times that cleaning shall be done that is convenient both to the contractor and the

# Appendix A Workload Data

Spaces to Be Cleaned

| | |
|---|---|
| **Building 1** | |
| 4 Restrooms/Showers | 3500 SF |
| | |
| **Building 18** | |
| 2 Restrooms/Showers/Locker Room | 500 SF |
| 4 Cooridors | 1460 SF |
| 3 Vestibules | 242 SF |
| | |
| **Building 24** | |
| 7 Restrooms | 2600 SF |
| 1 Waiting Room | 400 SF |
| | |
| **Building 26** | |
| 2 Restrooms | 160 SF |
| 2 Cooridor | 126 SF |
| 1 Vestibule | 71 SF |
| | |
| **Building 78** | |
| 7 Restrooms/Showers/Locker Rooms | 6000 SF |
| 2 Cooridors | 2000 SF |
| | |
| **Total Square Footage to be cleaned:** | **17059 SF** |

Services to be Provided

**Restrooms/Showers/Locker Rooms**

*(Serviced twice per week)*

Sinks, countertops, toilet bowls, urinals, showers shall be brushed, cleaned and sanitized. Floors shall be swept, mopped and rinsed using appropriate cleaners and rinsed to remove detergent residues. Restrooms will be placarded warning occupants of unsafe surface conditions. Toilet seat covers, soap and paper towel dispensers shall be restocked. Automatic aerosol deodorizer dispensers will be maintained. Mirrors shall be cleaned and polished. All locker room equipment and floors shall be dusted, damp mopped, and disinfected, including wooden seats and tile ledges.

**Cooridors/ Vestibules**

*(Serviced once per week)*

Cleaned to commecrcial standards with carpets steam cleaned once per year. First steam cleaning of carpets will be within one month of start of work.

**Waiting Rooms**

*(Serviced once per week)*

Cleaned to commercial standards with carpets steam cleaned once per year. First steam cleaning of carpets will be within one month of start of work.

**General**

Contractor will coordinate a Pre-Performance meeting with the Base Facility Manager prior to initial cleaning. To include a complete facility inspection

occupants of the building. Contractor shall provide written notification to the facility manager informing him/her of the days cleaning will be accomplished. Facility manager will be advised of changes as they occur. The contractor shall comply with the submitted schedule as approved by the Contracting Officer.

**4.4.1.** Revised service schedules shall be submitted two weeks prior to the end of the month and the new schedule shall begin no sooner than the beginning of the month following submittal.

**4.5. Workload Estimate.** The Government's estimate of square footage represents the Government's best estimate of the actual square footage of designated areas. The contractor shall notify the QAE in writing when actual conditions or actual measurements differ from those provided by the government. If the contractor does not inform the QAE of differing conditions, the government shall not be responsible for any additional cost that may be incurred by the contractor. The contractor shall also notify the QAE if a facility undergoes renovations, which prevents the contractor from performing cleaning duties.

**4.6.** Material **Safety Data Sheets (MSDS).** The contractor shall provide to the Government 3 copies of the MSDS for all cleaning products used during the performance of this contract. The contractor shall use no cleaning product until approved by Bradley ANG Base Bioenvironmental personnel.

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

**Aimee Gagnon**
*Contract Specialist*

**(860)713-5250**
*Telephone Number*

# STATE OF CONNECTICUT

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

| |
|---|
| **CONTRACT AWARD NO.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Due Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** **29 June 2010** |

## CONTRACT AWARD SUPPLEMENT #5

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

DESCRIPTION: **Custodial Services for the CT Air National Guard located in East Granby, CT.**

| **FOR: CT Military Department, 360 Broad St. Hartford, CT 06105** | | **TERM OF CONTRACT / DELIVERY DATE REQUIRED: February 1, 2004 Extended through September 30, 2013**<br>**AGENCY REQUISITION NUMBER: 10725** | |
|---|---|---|---|
| **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** |
| $350,000.00 Est. | | | $350,000.00 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, Inc.***
*Company Address:* ***34 Cold Springs Road, Suite 522, Rocky Hill, CT 06067***
*Tel. No.:* ***860-257-7909*** *Fax No.:* ***860-257-7777*** *Contract Value:* ***$956,979.52 Est.***
*Contact Person:* ***Kirk Springsted*** *Delivery:* ***Per Terms and Conditions***
*Contact Person Address:* ***same***

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

*Certification Type (SBE,MBE, WBE or None):* ***None*** *Terms:* ***Net 45 Days*** *Agrees to Supply Political SubDivisions:* ***N/A***

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

***APPROVED***_____
***AIMEE CUNNINGHAM***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

CONTRACT SUPPLEMENT
SP-37 NEW. 11/97 (Rev. 2/99)

**Mark Carroza**
*Contract Specialist*

**(860) 713-5074**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***
**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

| |
|---|
| **CONTRACT AWARD NO.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Due Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** **9 June 2006** |

## 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 CT Air National Guard located in East Granby, CT.**

**FOR: CT Military Department, 360 Broad St. Hartford, CT 06105**

**TERM OF CONTRACT / DELIVERY DATE REQUIRED:**
**February 1, 2004 through January 31, 2010**

**AGENCY REQUISITION NUMBER: 10725**

| 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 |
|---|---|---|---|
| ***$16,839.58 Increase*** | - | - | ***$16,839.58 Increase*** |

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

*Tel. No.:* ***860 257-7909*** *Fax No.:* ***860 257-7777*** *Contract Value:* ***$16,839.58 Increase***
*Contact Person:* ***Kirk Springsted*** *Delivery:* ***As Specified***
*Certification Type (SBE,MBE, WBE or None):* ***None*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***N/A***

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

**This supplement corrects and adjusts the price of this contract pursuant to C.G.S. 31-57f. Changes are as follows:**

1.) Retro-active to August 3, 2004 and effective through May 31, 2005, the standard wage rate for janitors that work under the terms of this contract is adjusted to $16.72 per hour ($12.86/hour + $3.86 fringe benefit). A total amount of $6,136.70 is due the contract vendor to compensate for this adjustment.
2.) Retro-active to June 1, 2005 and effective through May 8, 2006, the standard wage rate for janitors that work under the terms of this contract is adjusted to $18.39 per hour ($14.15/hour + $4.24 fringe benefit). A total amount of $10,702.88 is due the contract vendor to compensate for this adjustment.

All other terms remain unchanged.

***APPROVED***_____
***MARK CARROZA***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

**Date Issued: 9 June 2006**

**CONTRACT SUPPLEMENT**
SP-37 NEW. 11/97 (Rev. 2/99)

**Peter Hunter**
*Contract Specialist*

**(860) 713-5257**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***
**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

| |
|---|
| **CONTRACT AWARD NO.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Due Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** **20 October 2005** |

## CONTRACT AWARD SUPPLEMENT #3

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

DESCRIPTION: **Custodial Services for the CT Air National Guard located in East Granby, CT.**

| **FOR: CT Military Department, 360 Broad St. Hartford, CT 06105** | | **TERM OF CONTRACT / DELIVERY DATE REQUIRED: February 1, 2004 Extended through January31, 2010**<br>**AGENCY REQUISITION NUMBER: 10725** | |
|---|---|---|---|
| **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** |
| $Price and Services Addition | - | - | $Price and Services Addition |

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

*Tel. No.:* ***860 257-7909*** *Fax No.:* ***860 257-7777*** *Contract Value:* **Price and Services Addition**

*Contact Person:* ***Kirk Springsted*** *Delivery:* ***As Specified***

*Certification Type (SBE,MBE, WBE or None):* ***None*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***N/A***

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

**The purpose of this supplement is to add Building #27 and change to annual services which were omitted on previous Supplement Award #2 – See pricing attached.**

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

***APPROVED***_____
***Peter Hunter***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

**Date Issued: 20 October 2005**

Connecticut Community Providers Association
*a unified voice for community human service providers*

# 476

**FAX**

September 19, 2005

Master Sergeant Ron Taylor
Bradley Air National Guard
100 Nicholson Road
East Granby, CT 06026

**Re: Special Services**

Master Sergeant Taylor:

CCPA is pleased to submit a set aside (PA. 77-405) proposal bid for the following **special services**.

Location: Bradley Air National Guard
100 Nicholson Road
East Granby, CT 06026

Timeframe: To be determined by upon authorization.

| Services | Prices |
|---|---|
| Quarterly Services - Building # 27 | $75.35 per occurrence |
| Annual Services – Vacuum all workstation partitions (only ID) offices, spot clean carpeting & flooring where necessary to be determined by BFM. | $540.00 per occurrence |

**Note:** Building # 27 and change to annual services were omitted on previous Supplement Award # 2 and purchase order.

Please issue your purchase order for the above services to CCPA under P.A. 77-405. Thank you for allowing CCPA and the state-use program to assist you in maintaining your state facilities. If you have any questions, please call.

Sincerely,

Kirk A. Springsted
Vice President, Administration

35 Cold Springs Road, Suite 522, Rocky Hill, Connecticut 06067-3165 • Tel. (860) 257-7909
Fax (860) 257 7777 • TTY (860) 529 2480 • www.ccpa-inc.org • e-mail: ccpamail@ccpa-inc.org

FAXED AGAIN 9/28

FAXED + MAILED 9/30

specials.doc

**CONTRACT SUPPLEMENT**
SP-37 NEW. 11/97 (Rev. 2/99)

**Tony DeLuca**
*Contract Specialist*

**(860) 713-5070**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***
**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

| |
|---|
| **CONTRACT AWARD NO.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Due Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** **15 July 2005** |

## 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 CT Air National Guard located in East Granby, CT.**

| **FOR: CT Military Department, 360 Broad St. Hartford, CT 06105** | | **TERM OF CONTRACT / DELIVERY DATE REQUIRED: February 1, 2004 Extended through January31, 2010**<br>**AGENCY REQUISITION NUMBER: 10725** | |
|---|---|---|---|
| **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** |
| $Price Reduction per quarter | - | - | $Price Reduction per quarter |

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

*Tel. No.:* ***860 257-7909*** *Fax No.:* ***860 257-7777*** *Contract Value:* **Price Reduction per quarter**

*Contact Person:* ***Kirk Springsted*** *Delivery:* ***As Specified***

*Certification Type (SBE,MBE, WBE or None):* ***None*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***N/A***

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

**The purpose of this supplement is to adjust the pricing from $4,320.00 to $4,244.65 for each quarterly service – See pricing attached.**

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

***APPROVED***_____
***TONY DELUCA***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

**Date Issued: 15 July 2005**

# Connecticut Community Providers Association

*a unified voice for community human service providers*

**FAX** # 476

June 22, 2005

Master Sergeant Ron Taylor
Bradley Air National Guard
100 Nicholson Road
East Granby, CT 06026

**Re: One-time Special Services**

Master Sergeant Ron:

CCPA is pleased to submit **breakdown of pricing for Quarterly Specials** of all Air National Guard buildings:

| | |
|---|---|
| Location: | Bradley Air National Guard<br>100 Nicholson Road<br>East Granby, CT 06026 |
| Timeframe: | To be determined by upon authorization. |
| Scope: | Annual Services - Vacuum all workstation partitions (only ID) Offices. Spot clean carpeting and flooring where necessary to be determined by BFM - Price: **$ 540.00**<br><br>Quarterly specials breakdown by building attached. |
| Vendor: | C. W. Resources, Inc. |

Please issue your purchase order for the above services to CCPA under P.A. 77-405. Thank you for allowing CCPA and the state-use program to assist you in maintaining your state facilities. If you have any questions, please call.

Sincerely,

Kirk A. Springsted
Vice President, Administration

55 Cold Spring Road, Suite 522, Rocky Hill, Connecticut 06067-3165 • Tel. (860) 257-7909
Fax (860) 257-[illegible] • TTY (860) 529-2480 • www.ccpa-inc.org • e-mail: ccpamail@ccpa-inc.org

specials.doc

Page 2
Quarterly Specials Breakdown

# Bradley Air National Guard
## Quarterly Specials
## Breakdown by Building

| Services | Prices |
|---|---|
| Building # 1 | $439.54 per occurrence |
| Building # 2 | $188.37 per occurrence |
| Building # 3 | $31.39 per occurrence |
| Building # 11 | $125.58 per occurrence |
| Building # 15 | $25.12 per occurrence |
| Building # 16 | $62.79 per occurrence |
| Building # 17 | $125.58 per occurrence |
| Building # 18 | $94.19 per occurrence |
| Building # 19 | $31.39 per occurrence |
| Building # 20 | $6.27 per occurrence |
| Building # 22 | $784.89 per occurrence |
| Building # 23 | $62.79 per occurrence |
| Building # 24 | $1419.08 per occurrence |
| Building # 26 | $62.79 per occurrence |
| Building # 77 | $31.39 per occurrence |
| Building # 78 | $753.49 per occurrence |

Total = $4,244.65

CONTRACT SUPPLEMENT
SP-37 NEW. 11/97 (Rev. 2/99)

**Paul Greco**
*Contract Specialist*

**(860) 713-5189**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***
**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

| |
|---|
| **CONTRACT AWARD NO.:** **03PSX0459** |
| **Contract Award Date:** 13 January 2004 |
| **Bid Opening Date:** 27 January 2004 |
| **SUPPLEMENT DATE:** **30 June 2004** |

## 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 CT Air National Guard located in East Granby, CT.**

| **FOR: CT Military Department, 360 Broad St. Hartford, CT 06105** | | **TERM OF CONTRACT / DELIVERY DATE REQUIRED: February 1, 2004 Extended through January31, 2010** | |
|---|---|---|---|
| | | **AGENCY REQUISITION NUMBER: 10725** | |
| **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** |
| | | | Est. increase $100,000.00 |

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

*Tel. No.:* ***860 257-7909*** *Fax No.:* ***860 257-7777*** *Contract Value:*
*Contact Person*: ***Kirk Springsted*** *SSN/FEIN No.:* ***06 0998831*** *Delivery:* ***As Specified***
*Certification Type (SBE,MBE, WBE or None):* ***None*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***N/A***

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

**NOTE: All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.**
This contract has been extended through 1/30/10. HB 5801, Section 71(b) Notwithstanding the provisions of subsection (a) of this section, the Commissioner of Administrative Services may, for a period of one year from the date such contract would otherwise expire, extend any contract in effect on May 1, 2004, to perform any of the following services for the state: Janitorial, building maintenance, security and food and beverage.

***APPROVED***_____
***PAUL GRECO***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

**Date Issued: 30 June 2004**

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**

**Paul Greco**
*Contract Specialist*

**(860) 713-5189**
*Telephone Number*

**CONTRACT AWARD NO.:**
**03PSX0459**

**Contract Award Date:**
13 January 2004

**Bid Opening Date:**
27 January 2004

## CONTRACT AWARD

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

DESCRIPTION: **Custodial Services for the CT Air National Guard located in East Granby, CT.**

| **FOR: CT Military Department, 360 Broad St. Hartford, CT 06105** | | **TERM OF CONTRACT / DELIVERY DATE REQUIRED: February 1, 2004 through September 30, 2009**<br>**AGENCY REQUISITION NUMBER: 10725** | |
|---|---|---|---|
| **IN STATE (NON-SB) CONTRACT VALUE** | **DAS *CERTIFIED* SMALL BUSINESS CONTRACT VALUE** | **OUT OF STATE CONTRACT VALUE** | **TOTAL CONTRACT AWARD VALUE** |
| | | | Est. total $ 506,979.52 |

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

*Tel. No.:* ***860 257-7909*** *Fax No.:* ***860 257-7777*** *Contract Value:* Est. total $ 506,979.52
*Contact Person*: ***Kirk Springsted*** *SSN/FEIN No.:* ***06 0998831*** *Delivery:* ***As Specified***
*Certification Type (SBE,MBE, WBE or None):* ***None*** *Terms:* ***Net 30 Days*** *Agrees to Supply Political Sub-Divisions:* ***N/A***

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

This agreement confirms authorization effective 02/01/04 to perform services in accordance with attached schedule and Terms and Conditions. The agency referenced above is hereby authorized to issue a Purchase Order to The Connecticut Community Providers Association, Inc. (CCPA), 35 Cold Springs Road, Suite 522, Rocky Hill CT 06067-3165 utilizing CT State Statue 31-57f.

***APPROVED***_____
***PAUL GRECO***
*Contract Specialist*
(Original Signature on Document in Procurement Files)

**Date Issued: 13 January 2004**

**CONTRACT AWARD SCHEDULE**

SP-39 NEW. 11/97

**Paul Greco**
*Contract Specialist*
**(860) 713-5189**
*Telephone Number*

# STATE OF CONNECTICUT

## PROCUREMENT SERVICES

# CONTRACT AWARD SCHEDULE

**CONTRACT AWARD #:**
**03PSX0459**



CCPA / CW RESOURCES
KIRK SPRINGSTED – 860-257-7909

| ITEM # | DESCRIPTION OF COMMODITY AND/OR SERVICES | QUANTITY | TOTAL COST |
|---|---|---|---|
| | Contractor to provide all services in accordance with all attached terms and conditions and requirements at the CT Military's Air National Guard Facility located in East Granby, CT. | Est. Qty. | |
| 1 | Monthly Services | 68 | $ 6,394.68 Per month |
| 2 | Quarterly Services | 22 | $ 4,320.00 Per Quarter |
| 3 | Annual Services | 5 | $ 540.00 Annually |

**STANDARD BID**
**TERMS AND CONDITIONS**
SP-19 Rev. 11/02
(Prev. Rev. 04/02)
**Paul Greco**
*Contract Specialist*

**(860)713-5189**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***

**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

**BID NO.:**
**03PSX0459**

## Standard Bid and Contract Terms and Conditions - Page 1 of 3

**All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.**

**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.**

**The contractor agrees to comply with the statutes and regulations as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

### Submission of Bids

1. Bids must be submitted on forms supplied by Procurement Services. Telephone or facsimile bids will not be accepted in response to an Invitation For Bids.

2. The time and date bids are to be opened is given in each bid issued. Bids received after the specified time and date of bid opening given in each bid proposal shall not be considered. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A conditional bid is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for bids.

5. Alternate bids will not be considered. An alternate bid is defined as one which is submitted in addition to the bidders primary response to the invitation for bids.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the bid, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in bid prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the Bidder represents that the bid is not made in connection with any other Bidder submitting a bid for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All bids will be opened and read publicly and upon award are subject to public inspection.

### Guaranty or Surety

11. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

### Samples

12. Accepted bid samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample.

13. Samples are furnished free of charge. Bidder must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

### Award

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any bidder in default of any prior contract or guilty of misrepresentation or any bidder with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.

**STANDARD BID**
**TERMS AND CONDITIONS**
SP-19 Rev. 11/02
(Prev. Rev. 04/02)
**Paul Greco**
*Contract Specialist*

**(860)713-5189**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***

**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

**BID NO.:**
**03PSX0459**

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

**Contract**

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Bidders have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified bidder.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

**Delivery**

24. All products and equipment delivered must be new unless otherwise stated in the bid specifications.

25. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the bid specifications.

26. Deliveries are subject to re-weighing on State sealed scales.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

**Saving Clause**

29. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

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

**Rights**

31. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

32. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

33. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations.

34. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**Paul Greco**
*Contract Specialist*

**(860)713-5189**
*Telephone Number*

# STATE OF CONNECTICUT

***DEPARTMENT OF ADMINISTRATIVE SERVICES***

**PROCUREMENT SERVICES**
**165 Capitol Avenue, 5th Floor South**
**PO Box 150414**
**HARTFORD, CT 06115-0414**

**BID NO.:**
**03PSX0459**

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

**Records, Files, and Information**

35. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

36. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Health Insurance Portability and Accountability Act (HIPAA)**

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

# GENERAL CONDITIONS for: 03PSX0459

## SCOPE:

Provide janitorial services for general and private offices, entrances, lobbies, corridors, restrooms, break-rooms, gyms, conference rooms, classrooms, shower areas and locker areas shall receive janitorial and window-cleaning services as described herein. The contractor shall be required to re-lamp fixtures within their assigned square footage of a height not to exceed 8 foot from floor level. Replacement bulbs will be provided by the CTANG on a one to one exchange. Provide a list of items identified during their course of work that's not functional, leaking or broken to the 103 CES Production Control Desk in Building 17.

**BUILDINGS/SQUARE FOOTAGE TO BE INCLUDED IS APPROXIMATED:**

| | |
|---|---|
| Building 1 | 7,000 square feet |
| Building 2 | 3,000 square feet |
| Building 3 | 500 square feet |
| Building 11 | 2,000 square feet |
| Building 15 | 400 square feet |
| Building 16 | 1,000 square feet |
| Building 17 | 2,000 square feet |
| Building 18 | 1,500 square feet |
| Building 19 | 500 square feet |
| Building 20 | 100 square feet |
| Building 22 | 12,500 square feet |
| Building 23 | 1,000 square feet |
| Building 24 | 22,600 square feet |
| Building 26 | 1,000 square feet |
| Building 27 | 1,200 square feet |
| Building 77 | 500 square feet |
| Building 78 | 12,000 square feet |
| Total | 68,800 |

## SCHEDULE OF WORK:

The contractor shall furnish sufficient labor, equipment and materials to accomplish the required custodial work as scheduled, using the methods, materials, and equipment as further outlined in these specifications. All services to be performed will be accomplished Monday through Friday at a shift time to be determined. unless otherwise specified.

Prior to starting the work the contractor will be required to furnish a man-hour schedule showing the number of man-hours that will be furnished each day for scheduled work.

MATERIALS:

The contractor will be required to furnish all the materials required to do the work as outlined in the schedule of work. It will include but not necessarily be limited to the following approved products:

1. Soaps and detergents.
2. Cleaning chemicals used on floors, walls, furniture, toilet rooms, shower and locker rooms, glass, tile, brick, concrete or other building surfaces.
3. Rags, cloths, sponges, brushes, pails, spray bottles, scrapers, steel wool, large/small plastic disposal bags.
4. Germicides or fungicides.
5. Paper products used in the cleaning process.
6. All paper products - toilet paper and hand towels.
7. All clear plastic trash liners/bags

MATERIAL STORAGE:

The contractor will be provided limited space per facility and limited extra storage space at Civil Engineering to store products. The CTANG must have MSDS sheets for all material used on site and has the option to reject any or all products due to government regulations or guidance.

LABOR:

The contractor shall have a supervisor in charge of the scheduled work who shall represent the contractor and coordinate the work with the Base Facility Manager (BFM) or designee only.

The contractor's work force shall be neat and clean in appearance and shall wear an identification badge outlined above at all time.

The contractor shall maintain control of his employees. Any employee whose work performance or conduct is objectionable shall be immediately removed from the premises at the request of the agency designee / BFM.

The contractor shall maintain a work force of sufficient size to do all work as scheduled. The contractor shall correct scheduled work that is done unsatisfactorily after notification by the agency designee or BFM at no additional cost to the agency.

CONTRACTOR FURNISHED EQUIPMENT:

The contractor shall furnish and maintain in first class condition all equipment required to do the custodial work.

The state agency designee or BFM shall approve all equipment furnished by the contractor; any equipment found unsuitable for the work shall be removed from the premises and replaced with an approved type.

Equipment to be furnished shall include but not be limited to the following:

- Vacuum sweepers - upright.
- Vacuum - wet or dry.
- Mop buckets with wringers.
- Eraser cleaners.
- Carpet shampoo machines.
- Rotary scrubbing or buffing machines (including brushes and pads).
- Other specialized equipment.

All contractor-furnished equipment shall be engraved or otherwise permanently identified, in a neat manner, so that ownership can be readily determined.

All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use.

The contractor must carry a radio from CE at all times while on the installation.

Contractor will be required to check in and out at Bldg. 17 each day they are on the installation.

**Note: No cameras or picture taking allowed**.

INSURANCE:

The contractor and his subcontractors shall carry adequate Property Damage and Public Liability Insurance, Workers Compensation and Employees Liability Insurance in statutory amounts. He shall provide to the using state agency, certificates of compliance before starting work.

BONDED EMPLOYEES:

All of contractor's employees working on this contract shall be bonded.

SECURITY:

The contractor must furnish a certified copy of a five-year State Police background check in writing for each employee to be employed on site. One (1) copy must go to the Connecticut Air National Guard (CTANG) and (1) one to the State Military Department before they will be allowed on the premise and issued a contractors badge. NO employee of the contractors will be allowed on site with a temporary badge more than once per shift per quarter. Failure to comply with this guidance will cause the contractor to be in default.

The contractor will be required to carry a military photo ID provided by the CTANG. The contractor will ware the badge at all times while on CTANG property and have a contractors identification pass for all vehicles that will be driven onto the CTANG property.

The contractor will be provided a half-day for each employee to be trained by CTANG staff on the rules and guidance of the instillation before they are allowed to work on site. This training will be provided by CTANG personnel and will include but not limited to, Security, Safety, Health, etc. and all employees will be required to sign a roster indicating such train has been accomplished and that they understand the training. Additional guidance is provided in attachment 1

INSPECTION:

The contractor shall inspect all the building before submitting a bid, and floor plans will given as to the frequency of tasks to be accomplished in what facilities. Failure to examine the premises shall result in rejection of bid. Attachment 2

MILITARY CLAUSE:

The United State Air Force (USAF) CTANG reserves the right to restrict access to said property for contractual purposes do to current world situations or changes in "Force Protection" levels at the base installation. This gives the Government of the United States, Department of Defenses Agency of the Air National Guard the right to cancel for conveyance with no penalties.

OTHER

- MUST HAVE A WRITTEN BLOODBORNE PATHOGEN EXPOSURE CONTROL PLAN IN ACCORDANCE WITH OSHA BLOODBORNE PATHOGENS STANDARD, 29 CFR 1910.1030.

- **During the walk through of the Bradley Air National Guard campus a detailed floor plan (CADD) will be available for each facility covered under this contract.**

DAMAGE TO STATE / FEDERAL AND / OR PERSONAL PROPERTY:

The contractor shall be responsible for the repair or replacement cost of any damage to state and / or personal property caused by the use, misuse or negligence of the contractor's employees.

Continued page 4

The contractor is responsible for reporting, in writing within 24 hours the occurrence of damage to said property. Failure to report the damage within the specified time may be cause for termination of this contract.

CANCELLATION CLAUSE:

The Bureau of Purchases reserves the right to cancel this contract for any reason beneficial to the state, upon a ten (10) day written notice to the contractor.

EXTENSION CLAUSE:

The State reserves the right to extend this contract for additional periods equaling up to the original term with the consent of the contractor provided all provision of Section 4a-59a of the Connecticut General Statutes are adhered to.

CONTRACT PAYMENT:

Payment will be made on a monthly basis after service has been performed. Invoice to be submitted directly to using agency.

BASIS OF AWARD

Award will be made to the lowest, qualified, responsive bidder offering lowest overall cost for all services requested for the quantities and or occasions as prescribed on the proposal schedule.

CONNECTICUT AIR NATIONAL GUARD
BRADLEY INTERNATIONAL AIRPORT
MAINTENANCE SPECIFICATIONS AND STANDARDS

JANITORIAL SERVICES for: 03PSX0459

**BUILDING ENTRANCES - LOBBY AND HALL AREAS**

- VACUUM ALL CARPETED FLOORS AND SWEEP AND DAMP MOP COMPOSITE FLOORS DAILY.
- DUST AND POLISH DIRECTORY BOARDS DAILY.
- SPOT CLEAN DAILY AND WASH WEEKLY ENTRANCE DOOR GLASS AND SIDELIGHTS.
- EMPTY AND CLEAN ASHTRAYS AND SAND URNS DAILY.
- SCRUB AND POLISH DRINKING FOUNTAINS DAILY.
- SPOT CLEAN WALLS DAILY TO REMOVE FINGER MARKS AND SMUDGES.
- REMOVE SPILLAGE DAILY.

**DAILY SERVICES - RESTROOMS AND SHOWER AREAS**

- EMPTY AND WIPE OUT ALL WASTE PAPER CONTAINERS.
- POLISH ALL MIRRORS. (2X PER WEEK)
- CLEAN ALL LAVATORY FIXTURES.
- KEEP SINKS, TOILET BOWLS, URINALS AND SHOWERS FREE OF SCALE AT ALL TIMES.
- WASH AND SANITIZE UNDERSIDE AND TOPS OF TOILET SEATS, TOILET FIXTURES AND COMPARTMENTS.
- REFILL SOAP, TOWELS AND TISSUE CONTAINERS (USING STANDARD BUILDING STOCK ONLY).
- WIPE DOWN WALLS AROUND LAVATORIES.
- MOP ALL LAVATORY FLOORS.
- FILL FLOOR DRAINS WHERE INSTALLED WEEKLY.
- DUST ALL HORIZONTAL SURFACES.
- EMPTY, CLEAN AND DISINFECT SANITARY NAPKIN DISPOSALS.
- WIPE CLEAN ALL STAINLESS STEEL AND CHROME PLATED FIXTURES.

**2X PER WEEK -**

- EMPTY AND CLEAN ALL WASTEBASKETS, IN ALL OFFICES.
- SWEEP AND DUST CLEAN COMPOSITION FLOORS WITH TREATED MOPS.
- DUST ALL DESKS, TABLES, FILES, HORIZONTAL SURFACES AND CLEAN GLASS TOPS (ONLY ID OFFICES).
- DUST ALL DESK ACCESSORIES (INCLUDING, WITHOUT LIMITATION TELEPHONES) AND REPLACE SAME IN PROPER PLACE. (ONLY ID OFFICES)
- VACUUM ALL CARPETS.
- DAMP MOP SPILLAGE.
- REMOVE TRASH AND RECYCLING GENERATED BY NORMAL DAILY BUSINESS ACTIVITY TO DESIGNATED AREAS.
- SPOT CLEAN WOODWORK, DOORS AND PARTITION GLASS WEEKLY.

**VCT FLOOR SURFACES**

- BUFF ALL COMPOSITION FLOORS ONCE EACH MONTH.

**QUARTERLY SERVICES - RESTROOMS AND SHOWER AREAS**

- WASH DOWN CERAMIC TILE WALLS AND TOILET COMPARTMENT PARTITIONS.
- PERFORM HIGH DUSTING.
- BRUSH DOWN VENTS.

**QUARTERLY SERVICES:**

- WASH ALL WINDOWS INSIDE AND OUTSIDE.
- CARPET CLEANING SERVICES.
- STRIP / WASH / WAX AND BUFF ALL COVERED FLOORS (VCT OR OTHER TILE).
- DUST DOOR TOPS, TOPS OF PARTITIONS HIGH LEDGES, HIGH FILES , (ONLY ID OFFICES) AIR CONDITIONING OUTLETS AND RETURN AIR GRILLS.
- DUST BLINDS (WHERE INSTALLED), (ONLY ID OFFICES).
- CARPET CLEANING (Shampoo) 4X PER YEAR
- STRIP AND RE-WAX COMPOSITION FLOORS 4X PER YEAR

**ANNUAL SERVICES**

- VACUUM ALL WORKSTATION PARTITIONS (ONLY ID OFFICES), SPOT CLEAN CARPETING AND FLOORING WHERE NECESSARY TO BE DETERMINED BY BFM.

**GENERAL**

- SPOT CLEAN BLEMISHES ON WALLS AS REQUIRED.
- THE HOURS FOR JANITORIAL CLEANING SERVICES SHALL BE:
  A. MONDAY THROUGH FRIDAY, EXCLUDING HOLIDAYS.
  B. MODIFICATIONS OF STARTING TIME FOR SPECIFIC LOCATIONS ON THE BASE MAY BE COORDINATED WITH THE BFM AND THE CLEANING CREW, PROVIDED THAT CHANGE DOES NOT DELAY THE COMPLETION OF OVERALL CLEANING.
- WILL FILL OUT AND RETURN CE CHECK LIST DAILY.

LOCAL SECURITY POLICY AND SECURITY
PROCEDURES FOR CONTRACTORS

OPR: 103 SFS/SFOXI (MSgt Diane Couture) Certified by: 103 SFS/CC (Maj Robert Ware)
Supersedes Previous version

1. **General**. Welcome to Bradley Air National Guard Base (ANGB). The following information is provided for your reference and information. Ensure the information contained in this package is shared with all employees. Attachment three of this pamphlet contains a list of important telephone numbers. Please return this package to the contracting squadron after completion of the contract.

2. **Entry to Bradley Air National Guard Base**. The installation commander grants authority for you and your employees to enter this installation. Under authority of the Internal Security Act of 1950, Section 21, and 50 U.S. Code 797, the installation commander is held responsible for protection of government resources. You, your employees, and equipment are subject to lawful search and seizure procedures upon entry or exit to the installation.
2.1. You and your employees will enter or exit Bradley ANGB through the following point during normal work hours and on official business:
2.2. Installation Main Gate. Open 24 hours daily, 7 days a week. Visitor and vehicle passes are issued at the Pass and Registration Section (Security Forces Squadron located In Building # 78). Parking is located behind Bldg. # 78. Main Gate Personnel on duty will assist you with directions or in contacting your sponsoring squadron. This gate must be used for heavy trucks and equipment entering Bradley ANGB.

3. **Prohibited Items**. Except as provided for in your contract, you or your employees may not bring or possess any of the following items while on Bradley ANGB:
3.1. Narcotics or drugs in any quantity except for those prescription drugs issued by a licensed pharmacist based on written prescription from a licensed medical doctor for health care purposes.

3.2. Knives with blades in excess of 4 inches, switch blade knives, blackjacks, nightsticks, clubs, knuckles, tomahawks, swords, fighting sticks (nun chuks), throwing discs (stars), and chains.
3.3. Dynamite, tear gas, firearms, silencers, ammunition of any type, blasting caps or similar items of explosive material.

4. 103 Fighter Wing Instruction 31-201, Bradley ANGB Motor Vehicle Traffic Instruction. It is recommended this publication be read to obtain in-depth knowledge of the various traffic requirements on Bradley ANGB. Portions of this instruction are outlined below for your information.
4.1. The Connecticut Motor Vehicle Law applies to all drivers and is enforced on Bradley ANGB.
4.2. You and your employees are responsible for maintaining current registration requirements. This means your state vehicle registration, drivers license, vehicle insurance, etc., must be up to date at all times. Failure to do so may result in citations and cancellation of your base vehicle pass.

4.3. All vehicle occupants (exceptions - special purpose vehicles) will wear seat belts.
4.4. Passengers riding in vehicles not equipped with proper seating (i.e., rear of trucks) must be seated on the floor while the vehicle is in motion.
4.5. If you have any questions about any aspect of our base traffic rules and regulations, please call Bradley ANGB Security Forces Control Center at 292-2312 .

5. **Obtaining Entry Credentials/Passes.** Contractors will be permitted to enter Bradley ANGB by following the procedures set forth in this pamphlet. Contractors obtaining the proper credentials/pass allowing access to Bradley ANGB will be permitted to do so through the aforementioned entry point. Retired military members and dependents of active duty or retired military members who are employed by your company may use their retired or dependent Armed Forces Identification Card to enter Bradley ANGB, however, they must still obtain a Contractor's Pass through the Security Forces Pass and Registration section located inside Building # 78 Entry credentials are obtained in the following manner:
5.1. Contractor employees must possess identification such as a driver's license or company ID card. This identification should include, as a minimum, the physical description of the individual (i.e., height, weight, date of birth, eye and hair color), a picture of the individual, and the individual's signature.
5.2. Upon award of a contract, the contractor will be issued an Entry Authority List (EAL) (**Attachment 1**) by the contract administrator from the 103 Civil Engineering Squadron. The contractor will need to submit the required information for the EAL, to the contract administrator at 103 CE Squadron prior to coming to Bradley ANGB.
5.3. Upon initial entrance to Bradley ANGB, contractors shall obtain a contractor's pass from the Security Forces Pass and Registration section located in Building #78 where a copy of the Entry Authorization List (EAL) will be filed. Contractor passes will be valid for the duration of the contract. The contractor will be required to resubmit a new EAL upon exercising option years, contract renewals or extensions, or adding names to the EAL.
5.4. If contractors need access to Bradley ANGB for time(s) outside of the performance period of the contract (i.e., administrative issues, warranty issues, site visits), they will need to be vouched and escorted on by the customer, or supporting agency, of the contract they are performing.
5.5. At the time contractors initially come to the Pass & Registration section to obtain their pass, they will be required to fill out the DD Form 1172, which the Pass and Registration section will issue and maintain.
5.6. It is the sole responsibility of the contractor to renew or add employees to the EAL. In order to renew or add names to the EAL the contractor must follow the same procedure used to submit the EAL for the first time.
5.7. For existing contracts that are already in progress, contractors will follow the procedures mentioned above if any employee needs a new or updated pass.
5.8. Any other instances where contractors need access to Bradley ANGB will be dealt with on a case by case basis. The customer, or supporting agency must vouch for contractor entry and accompany them while on base.
5.9. All passes must be returned to the 103 Security Forces Squadron at the Pass and Registration section upon completion of the contract.
5.10. Vehicles owned by your firm will be permitted entry to Bradley ANGB if they are conspicuously marked with your firm's name or logo, with the exception of magnetic signs, when you have a contract involving the base. If your vehicles are not so marked, it will be necessary for you to obtain a temporary vehicle registration pass for each vehicle

to be operated on Bradley ANGB. This is done by you or your representative at the Pass and Registration Section. Proof of ownership and a current valid drivers license are required for vehicle registration. You or your representative will be required to certify in writing that your firm carries insurance on your vehicle or vehicles as outlined below:
5.10.1. $10,000 Property Damage Liability.
5.10.2. $25,000 Personal Liability for each person.
5.10.3. $50,000 Personal Liability for each accident.
NOTE: Each vehicle must be insured for the above limits if not already covered in your contract.
6. **Emergency Vehicles**. Ambulances, Fire Department, and Security Forces vehicles, have the right of way when their lights are flashing or sirens or horns are sounding. You are required to come to a complete stop on the right side of the roadway.
7. **Failure to Obey Traffic Rules and Regulations**. Failure to obey established state, local and installation traffic rules, and regulations may be grounds for the installation commander to suspend or revoke an individual's driving privileges on Bradley ANGB.
8. **Base Exercises**. Bradley ANGB has peacetime as well as wartime missions. To ensure we can perform our missions, frequent exercises are conducted. Here are some things you should be aware of:
8.1. No one is automatically exempt from exercises.
8.2. There is someone in charge of each exercise. Contractors are generally exempt from participation. In rare cases a contractor or their employees may inadvertently be involved in an exercise.
8.3. Should you or your employees get stopped at a cordon (exercise perimeter) or told to evacuate an area, you may approach the guard and identify yourself, your purpose, and destination or work location. The guard will pass the information along for an exemption determination. Please be aware this may take some time. (Note: Only company or properly marked vehicles may be allowed to cross a cordon when approved. Privately owned vehicles will be denied access.) In some cases it may be necessary for you to participate for your safety.
9. **Security Forces**. Bradley ANGB has a 24-hour a day armed Security Force consisting of two branchs that provide particular services.
9.1. Security Forces Operations (SFO):
9.1.1. Installation Security Section (SFOS). This agency provides security force functions that are associated with a civilian police force (traffic control, alarm response, accident investigation, investigation of a minor crime, controlling vehicles and pedestrian traffic entering and departing the installation, and controlled areas). State laws apply on the installation and are enforced by our law enforcement officers. State and local police officers do not routinely patrol the installation; however, they have the authority to enter the installation, make arrests, and enforce state, county, and local laws.
9.1.2. Security Operations Section (SFOX). This office is responsible for providing armed security forces to protect our priority resources located in specifically designated areas. Should your contract require entry to any of these areas, special coordination will be required (**Refer to Attachment 2 & 3**).
9.1.3. Pass and Registration Section (SFOXI). This office issues entry credentials upon receipt of documented requests from sponsoring installation squadrons and vehicle passes to authorized personnel.
9.1.4. Reports and Analysis Section (SFO). This office is responsible for maintaining and processing all incidents, tickets, and accidents. If you are involved with any incident or accident and require these reports contact this section so a copy may be prepared for your

use. All personnel receiving reports are required to provide picture identification before reports are released.

10. **Contractor Security Requirements**.

10.1. Your equipment and facilities, located within the boundaries of Bradley ANGB, will be provided the normal protection you expect from our civilian counterparts. The security of your property, when it is contained within a restricted area, is secondary to that provided for the priority resources located in the area. The government assumes no responsibility for lost or stolen material, equipment, or tools. The security of these items lies solely with the contractor.

10.2. As in the civilian community, you are expected to provide a reasonable degree of protection or "security" for your property stored on the installation. Although the installation is stringent with entry and internal controls, we could still experience incidents of vandalism, breaking and entering, burglaries, etc. Should you be a victim or witness a crime or suspicious incident, report it immediately to the Security Forces Control Center located in Building 78. You may do this in person or by phone by dialing 292-2312/2311.For emergencies call 292-2700.

11. **Security Directives**. The following directives and regulations deal with different aspects of security and are enforced on Bradley ANGB. The general aspects are provided in this booklet.

11.1. 103 FW 31-101, Installation Security Instruction. This instruction establishes guidance for the protection of personal and company property, installation entry and exit procedures, guidance for controlled areas, restricted areas, installation entry and exit control, and property protection.

11.2. 103 FWI 31-201, Bradley ANGB Vehicle Traffic Instruction: This supplement provides specific guidance for operation of motor vehicle on the installation.

11.3. AFI 31-401, Managing the Information Security Program. This instruction establishes guidance for the handling and protection of classified information. Any contractors working with classified contracts must contact the Information Security Section.

11.4. DoD 5220.22-M (Jan 95), National Industrial Security Program Operating Manual (NISOPM).

This manual establishes procedures for contractors involved with classified information. Any contractors working with classified contracts must contact the Information Security Manager.

12. **Customs and Courtesies**. Reveille is played daily at 0700 and retreat daily at 1630. During these ceremonies all outdoor activities will cease until the ceremony is concluded (approximately 4 minutes).

12.1. If driving, please pull your vehicle over to the right of the road and stop until the ceremony is concluded.

12.2. If you are outdoors (not in a vehicle), please face the closest flagpole or direction the music is coming from and place your hand or hat over your heart until the ceremony is concluded.

13. **Assistance**. If you or your employees request or require assistance in understanding the cited requirements, please contact the contracting office or your sponsor or points of contact in **Attachment 4.**

Attachment 1

GENERAL CONTRACTING ENTRY AUTHORITY LIST (CEAL)
MEMORANDUM FOR 103 SFS EFFECTIVE DATE: 8 Apr 03
FROM: CONTRACTOR
SUBJECT: General Contracting Entry Authority List (CEAL) for Bradley ANGB
COMPANY NAME: _____
CONTRACT
EXPIRATION:_____

1. The personnel listed below have been verified and will require unescorted entry onto Bradley ANGB
to perform official contractual duties. These contractors do require vehicle searches in increased Force
Protection. If there are any questions please contact PROJECT MANAGER at (xxx) xxx-xxxx
INFORMATION CONTAINED HEREIN IS PERSONAL AND WILL NOT BE DISCLOSED TO THE
PUBLIC WITHOUT THE CONSENT OF THE INDIVIDUAL. AFI 33-332, AIR FORCE PRIVACY
ACT PROGRAM APPLIES.

_____ _____
CONTRACTING OFFICER PROJECT MANAGER
NAME (Last, First MI) SEX SSN (LAST 4) RESIDENCE ADDRESS DOB HEIGHT/WEIGHT/EYE COLOR
LAST NAME ON THIS PAGE

**Attachment 2**

**ENTRY AND INTERNAL CONTROLS FOR RESTRICTED AREAS**

A2.1. The entry control procedures and internal control measures within restricted areas are extremely stringent and vary depending on the type of restricted area. They will be further explained before the contract is awarded or Host-Tenant Agreement is signed. Your contract may require you to work or provide a service in a restricted area.

A2.2. Your authority to enter a restricted area is granted by the installation commander which is a separate and distinct action and is never automatic. This stems from section 21 of the Internal Security Act of 1950 (50 U.S.C. 797). There are two legal ways to enter a restricted area: unescorted entry and escorted entry.

A2.3. Unescorted entry is allowed in accordance with DoD 5210.41

A2.4. Escorted entry is when you are being escorted by someone who has escort privileges for the area you are requesting entry.

A2.5. Types of Restricted Areas. There are three types of restricted areas. They are Protection Levels (PL) 1, 2, and 3.

A2.6.1. Entry into PL1 areas takes approximately 5-15 minutes depending on the number of other personnel entering the area. Only one person is processed at a time by a security forces entry controller (EC). Two forms of identification are required (one must be a picture ID).

A2.6.2. Entry into PL2 areas may take 2-5 minutes depending on how many other personnel are entering the area. Two forms of identification are required (one must be a picture ID).

A2.6.3. Entry into PL3 areas, once approved or with an escort, is a very quick process and generally only takes a few minutes. Identification is required (a picture ID is preferred).

A2.7. Please ensure that you follow all of the instructions given to you. We take security procedures very seriously. You may be searched, handcuffed, and transported to the Security Forces Control Center if there is any doubt of your intentions or need to enter the area. This should only occur if proper procedures are not followed.

A2.8. Escorted Entry. Procedures for escorted entry will be explained in detail by the responsible security manager and or security forces during contract design reviews

A2.9. Every individual working within a restricted area, to include contract personnel, shares a responsibility for physical protection and security of the priority resources and associated resources located within the area. Anyone working in these areas must be alert and conscious of their actions and the actions of individuals nearby that area. The objective of this awareness is to prevent sabotage or deliberate actions that could damage, hamper, or otherwise affect the combat capability of our priority resources. When possible or actual hostile events occur involving priority resources, specific protective and alerting actions are required. These specific actions will be provided or briefed to your employees. From time to time, procedures and policies are changed or modified by directives. Every effort will be made to advise you of the change; however, the best way to keep up to date with the requirements is to maintain a close liaison (ask questions) with your sponsoring squadron's security manager or the contracting officer.

**ENTRY AND INTERNAL CONTROLS FOR CONTROLLED AREAS**

A1.1. Entry and internal circulation within controlled areas is stringent and strictly enforced. Your contract may require you to enter or provide some service within a controlled area on Bradley ANGB. There are two legal ways to enter a controlled area: unescorted entry and escorted entry.

A1.2. Personnel requiring unescorted entry into a controlled area are required to be in possession of approved DoD identification credentials. The installation agency sponsoring or having responsibility of the contract determines if your contract requires you to have unescorted entry into a controlled area. This determination is normally made at the pre-construction conference.

NOTE: Unique one-time visits will be handled on a case-by-case basis. Owner/user personnel are responsible for contractor personnel in their area.

A1.3. Due to the sensitivity of some controlled areas, you may need to be escorted into a controlled area. It is the responsibility of the unit supervising the controlled area to provide the escort official. Normally, a minor delay will be experienced processing into an area. In these cases, there are a few things to expect:

A1.3.1. Your escort must first verify your authority to enter.

A1.3.2. All personnel entering the controlled area may have to sign into the area.

A1.3.3. While inside the area, the escort will remain with the contract personnel at all times and keep personnel under observation and control.

A1.4. When entering or leaving a controlled area, all hand-carried items are subject to search. This applies even if you have unescorted entry into a controlled area.

A1.6. Responsibilities. All personnel, regardless of status, will report suspicious or unusual activity in and around all controlled areas.

A1.7. While working in a controlled area, we ask that you be especially security conscious. At the pre-construction conference a security forces representative may be available. Any specific or unique security instructions should be briefed at this time. In addition, each unit has a security manager. This person must be contacted for any special security requirements.

A1.8. Security is taken seriously. If there are any doubts about an individual's right to be in a controlled area, that individual may be detained, searched, and handcuffed until the situation can be resolved. Please be aware of all security requirements as they may affect the performance of your contract. Remember, do not enter a controlled area unless you are certain you have unescorted or escorted entry privileges

**Attachment 3**

**ANTITERRORISM INFORMATION**

A3.1. 10-245, The Air Force Antiterrorism/Force Protection (AT/FP) Program Standards covers pertinent information for the protection of Air Force personnel and property. The AT/FP Advisor provides the following information in order to help you identify and prevent possible terrorist acts from occurring and who you should notify if you witness a terrorist act.

A3.2. Force Protection Conditions (FPCONS):

A3.2.1. FPCON NORMAL: This condition applies when there is a general threat of possible terrorist activity exists warrants only a routine security posture

A3.2.2. FPCON ALPHA: This condition applies when there is a general threat of possible terrorist activity against personnel and facilities, the nature and extent of which are unpredictable, and circumstances do not justify full implementation of FPCON BRAVO measures. However, it may be necessary to implement certain measures from higher FPCONS resulting from intelligence received or as a deterrent. The measures in this FPCON must be capable of being maintained indefinitely

A3.2.3. FPCON BRAVO: This condition applies when an increased and more predictable threat of terrorist activity exists. The measures in this FPCON must be capable of being maintained for weeks without causing undue hardship, affecting operational capability, and aggravating relations with local authorities

A3.2.4. FPCON CHARLIE: This condition applies when an incident occurs or intelligence is received indicating some form of terrorist action against personnel and facilities is imminent. Implementation of measures in this FPCON for more than a short period probably creates hardship and affects the peacetime activities of the unit and its personnel.

A3.2.5. FPCON DELTA: This condition applies in the immediate area where a terrorist attack has occurred or when intelligence has been received that terrorist action against a specific location or person is likely. Normally, this FPCON is declared as a localized condition.

A3.3. If you as a contractor ever notice anything suspicious while working here on Bradley ANGB, you should contact the Security Forces Control Center at 292-2312 as soon as possible. If you have any further questions on your immediate actions on FPCON actions you may contact the AT/FP Advisor at 292-2628.

Attachment 4

DIRECTORY - POINTS OF CONTACT SECTION TELEPHONE NUMBER

Contracting Office (LGC) 292-2377
Civil Engineering Office (CE) 292-2596
Support Group Commander's office (SPTG) 292-2327
Installation Security Section (SFOS) 292-2312
Information Security Section (SFAI) 292-2314
Resources Protection Section (SFOSA) 292-2314
Pass & Registration (SFOXI) 292-2802
Reports and Analysis (SPO) 292-2315
Emergency Phone Number (on base) 2700
Security Forces Control Center (SFCC) 292-2312/2311