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 CT Fire Academy, Windsor Locks

FOR: CT Fire Academy

TERM OF CONTRACT: November 1, 2006 through June 30, 2019

AGENCY REQUISITION NUMBER:

<table>
<thead>
<tr>
<th>CHANGE TO IN STATE (NON-SB) CONTRACT VALUE</th>
<th>CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE</th>
<th>CHANGE TO OUT OF STATE CONTRACT VALUE</th>
<th>CHANGE TO TOTAL CONTRACT AWARD VALUE</th>
</tr>
</thead>
<tbody>
<tr>
<td>NA</td>
<td>NA</td>
<td>NA</td>
<td>NA</td>
</tr>
</tbody>
</table>

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

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

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

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

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

CONTRACTOR INFORMATION:

Refer to the Contract on the DAS Procurement Web page for the most current Contractor Information. (http://das.ct.gov/mp1.aspx?page=8)

Company Name: CT Community Nonprofit Alliance, Inc.

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

Tel. No.: 860-257-7909 Fax. No.: Contract Value: $435,396.60 (Est.)

Contact Person: Paul Giguere

Company E-mail Address and/or Company Web Site: Pgiguere@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 6 issued to terminate the Contract, last day of services will be June 30, 2019. All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.
DESCRIPTION: Custodial Services for Connecticut Fire Prevention and Control’s Connecticut Fire Academy in Windsor CT

FOR: Connecticut Fire Prevention and Control

TERM OF CONTRACT: November 1, 2006 through extended indefinitely in accordance with Public Act 13-227.

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.

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 4 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. 06PSX0353 BETWEEN
THE STATE OF CONNECTICUT ACTING by its DEPARTMENT OF ADMINISTRATIVE SERVICES
AND
CONNECTICUT COMMUNITY PROVIDERS ASSOCIATION, INC.
FOR
CUSTODIAL SERVICES FOR CONNECTICUT FIRE PREVENTION AND CONTROL’S CONNECTICUT FIRE
ACADEMY IN WINDSOR CT

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 November 1, 2006 for
Custodial Services, as amended on February 1, 2016 (the “Agreement”); and

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

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

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

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

1. Section 1 “Definitions” is hereby deleted and replaced with:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding
definitions:
(a) Bid: A submittal in response to an Invitation to Bid.

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

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

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.

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.

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

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.

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.

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.

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.

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) 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                   State of Connecticut
                        Department of Administrative Services

By:  ____________________________   By: __________________________
Kirk Springsted                  Donald Casella
Vice President                     Contract Team Leader

Date: _____________________________   Date: _________________________
<table>
<thead>
<tr>
<th>ITEM #</th>
<th>DESCRIPTION OF COMMODITY AND/OR SERVICES</th>
<th>UNIT OF MEASURE</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>ADMINISTRATION BUILDING</strong>&lt;br&gt;Monthly charge for janitorial services according to the Janitorial Task Frequency List included with these specifications. All services, supplies and supervision to be as detailed in specifications.</td>
<td>Per Month</td>
<td>$5,510.83</td>
</tr>
<tr>
<td>2.</td>
<td>Demand cleaning of all Administration Building windows, <strong>outside pane only</strong>. Interior panes (3) shall be contracted outside of this contract.</td>
<td>Per Occurrence</td>
<td>$1,198.00</td>
</tr>
<tr>
<td>3.</td>
<td>Demand maintenance of carpet areas in accordance with a standard Wet/dry Shampoo carpet cleaning method wet&lt;br&gt;$________per sq. ft.&lt;br&gt;dry&lt;br&gt;Per Sq. Ft Dry</td>
<td>$0.23</td>
<td></td>
</tr>
<tr>
<td></td>
<td>wet&lt;br&gt;Per Sq. Ft. Wet</td>
<td>$0.18</td>
<td></td>
</tr>
<tr>
<td>4.</td>
<td>Demand maintenance of resilient hard surface floors in accordance with all specifications.</td>
<td>Per Sq. Ft.</td>
<td>$0.21</td>
</tr>
<tr>
<td>5.</td>
<td>Demand maintenance of terrazzo floor in accordance with Terrazzo floor demand specifications.</td>
<td>Per Sq. Ft.</td>
<td>$0.28</td>
</tr>
<tr>
<td>6.</td>
<td>Demand man-hour rate in accordance with all specifications.</td>
<td>Per Hour</td>
<td>$26.75</td>
</tr>
</tbody>
</table>
STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 06PSX0353
Contract Award Date: 31 October 2006
Bid Due Date: 16 October 2006
SUPPLEMENT DATE: 20 December 2012

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 Connecticut Fire Prevention and Control's Connecticut Fire Academy, Windsor Locks, CT

FOR: Commission on Fire Prevention and Control
34 Perimeter Road
Windsor Locks, CT 06096

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
November 1, 2006 - September 30, 2013

AGENCY REQUISITION NUMBER: 00016730

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

-- $200,358.00 est. -- $200,358.00 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.

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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. (CCPA)
Company Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-6165
Tel. No.: (860) 257-7909 Fax No.: (860) 257-7777 Contact Person: Kirk A. Springsted
Contract Person Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-6165
Company E-mail Address and/or Company Web Site: kspringsted@ccpa-inc.org
Remittance Address: Same As Above

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

This supplement changes the following as of January 1, 2013:
1. Suspends Item #1 monthly janitorial service.
2. Items 2, 3, 4, 5; to be completed upon request of CFPC
3. Item 6; hours and services will be coordinated by CFPC.

APPROVED
Marcie Wilson
Contract Specialist
(Original Signature on Document in Procurement Files)
STATE OF CONNECTICUT  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
PROCUREMENT DIVISION  
165 Capitol Avenue, 5th Floor South  
HARTFORD, CT 06106-1659

CONTRACT AWARD NO.: 06PSX0353  
Contract Award Date: 31 October 2006  
Bid Due Date: 16 October 2006  
SUPPLEMENT DATE: 20 September 2010

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

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 Connecticut Fire Prevention and Control's Connecticut Fire Academy, Windsor Locks, CT

FOR: Commission on Fire Prevention and Control  
34 Perimeter Road  
Windsor Locks, CT 06096

TERM OF CONTRACT / DELIVERY DATE REQUIRED: November 1, 2006 - September 30, 2013

AGENCY REQUISITION NUMBER: 00016730

<table>
<thead>
<tr>
<th>CHANGE TO IN STATE (NON-SB) CONTRACT VALUE</th>
<th>CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE</th>
<th>CHANGE TO OUT OF STATE CONTRACT VALUE</th>
<th>CHANGE TO TOTAL CONTRACT AWARD VALUE</th>
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<td>$200,358 est.</td>
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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. (CCPA)  
Company Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-6165  
Tel. No.: (860) 257-7909  
Fax No.: (860) 257-7777  
Contact Person: Kirk A. Springsted  
Contract Value: $520,358.00 Est. Total  
Delivery: Per Contract  
Contact Person Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-6165  
Company E-mail Address and/or Company Web Site: kspringsted@ccpa-inc.org  
Remittance Address: Same As Above  
Certification Type (SBE, MBE, WBE or None): SBE  
Terms: Net 30 Days  
Agrees to Supply Political SubDivisions: N/A

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 conditions remain in full force and effect.

APPROVED  
AIMEE CUNNINGHAM  
Contract Specialist  
(Original Signature on Document in Procurement Files)
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 Connecticut Fire Prevention and Control's Connecticut Fire Academy, Windsor Locks, CT

FOR:
Commission on Fire Prevention and Control
34 Perimeter Road
Windsor Locks, CT 06096

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
November 1, 2006 - October 31, 2007
Contract Extended from November 1, 2007 – September 30, 2010

AGENCY REQUISITION NUMBER: 00016730

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE
$240,000.00 Est. Change

CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE

CHANGE TO OUT OF STATE CONTRACT VALUE

CHANGE TO TOTAL CONTRACT AWARD VALUE
$240,000.00 Est. Change

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

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

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

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

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

CONTRACTOR INFORMATION:
REFER TO THE CONTRACT ON THE DAS PROCUREMENT WEB PAGE FOR THE MOST CURRENT CONTRACTOR INFORMATION. (http://www.das.state.ct.us/busopp.asp)

Company Name: Connecticut Community Providers Association, Inc. (CCPA)
Company Address: 35 Cold Springs Road, Suite 522, Rocky Hill, CT 06067-6165
Tel. No.: (860) 257-7909  Fax No.: (860) 257-7777  Contract Value: $320,000.00 Est. Total
Contact Person: Kirk A. Springsted  Delivery: As Per Schedule
Company E-mail Address and/or Company Web Site: kspringsted@ccpa-inc.org
Remittance Address: Same As Above
Certification Type (SBE, MBE, WBE or None): None  Terms: Net 45 Days  Agrees to Supply Political SubDivisions: N/A

NOTE:
• Contracts, awarded pursuant to C.G.S. 17b-656 or purchases in place as of 10/01/06 are not subject to competitive bidding and shall remain in place through 9/30/10 with the proviso that the current “fair market pricing” (with the exception of DOL prevailing/standard wage rate changes) does not change. Reference CGS 4a-82 (o).
• Original contract term: 11/1/06 – 10/31/07 and have increased contract value to reflect this contract extension.
• All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect

APPROVED
__________________________________
ANN SIMEONE
Contract Specialist
(Original Signature on Document in Procurement Files)
STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
PO Box 150414
HARTFORD, CT 06115-0414

CONTRACT AWARD
CONTRACT AWARD NO.: 06PSX0353
Contract Award Date: 31 October 2006
Bid Due Date: 16 October 2006

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

DESCRIPTION: Custodial Services for the Connecticut Fire Prevention and Control's Connecticut Fire Academy, Windsor Locks, CT

FOR:
Commission on Fire Prevention and Control
34 Perimeter Road
Windsor Locks, CT 06096

TERM OF CONTRACT / DELIVERY DATE REQUIRED:
November 1, 2006 - October 31, 2007
(Extension Language Applies)

AGENCY REQUISITION NUMBER: 00016730

IN STATE   (NON-SB)    DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE   OUT OF STATE CONTRACT VALUE   TOTAL CONTRACT AWARD VALUE
$80,000.00 (est)                        $80,000.00 (est)

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

CONTRACTOR INFORMATION:
Company Name: Connecticut Community Providers Association, Inc. (CCPA)
Address: 35 Cold Spring Road, Suite 522, Rocky Hill, CT 06067-3165
Tel. No.: (860) 257-7909 Fax No.: (860) 257-7777 Contract Value: $80,000.00 (est)
Contact Person: Kirk A. Springsted Delivery: As Per Schedule
Certification Type (SBE, MBE, WBE or None): SBE, MBE, WBE or
Terms: Net 45 Days Agrees to Supply Political
None: None SubDivisions: N/A

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

This agreement confirms authorization effective 10/01/04 to perform services in accordance with attached schedule. 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 P.A. #77-405, Sec. 17b-656 of the Connecticut General Statutes.

APPROVED
ANN SIMEONE
Contract Specialist

Date Issued: 31 October 2006
(Original Signature on Document in Procurement Files)
All Invitations For Bids issued by the Department of Administrative Services, Procurement Services will bind Bidders to the terms and conditions listed below, unless specified otherwise in any individual Invitation For Bids.

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

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

Submission of Bids

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

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

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by Procurement Services after the time specified for opening of bids, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Bids shall be computer prepared, typewritten or handwritten in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the bid proposal or their authorized designee.

   In the event an authorized designee initials the correction, there must be written authorization from the person signing the bid proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids shall be rejected. A conditional bid is one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Invitation For Bids.

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

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

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

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

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

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

Guaranty or Surety

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

Samples

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

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

Award

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

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

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

Contract

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

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

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

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

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

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

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

Delivery

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

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

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

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

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

Tangible Personal Property

29. For the entire term of the Agreement and any and all of its extensions, the Contractor, on its own behalf and on behalf of all of its Affiliates, shall comply fully with the provisions of Conn. Gen. Stat. §12-411b, including, but not limited to, the following:

(a) The Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, on behalf of its customers 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;

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

(c) The Contractor and its Affiliates shall remit all use taxes they collect from customers no later than the last day of the month of the calendar quarter that follows the effective date of this Agreement or the last day of the tax collection period during which the tax was collected, whichever is later. Notwithstanding the previous sentence, if the Agreement provides for an earlier date, then that earlier date shall control;

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

(e) If the Contractor or its Affiliates fail to remit use taxes collected on behalf of their customers by the date required above, then they shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.

For purposes of this section of the Agreement, the word “Affiliate” means any person, as defined in Conn. Gen. Stat. §12-1, 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 percent 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.

30. 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.
219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

**Saving Clause**

31. 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**

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

**Rights**

33. 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.

34. The Contractor assigns to the State all rights, titles, 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.

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

**Executive Orders**

36. This Agreement is subject to the provisions of Executive Order No. 7c of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this agreement as if they had been fully set forth in it. For complete text of said documents, please go to: http://www.das.state.ct.us/Purchase/Info/Executive_Orders.pdf

**Records, Files, and Information**

37. The contract resulting from the ITB is subject to the provisions of §1-218 of the Connecticut General Statutes, as it may be modified from time to time. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with the Freedom of Information Act. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

38. Incorporated by reference into this contract is Section 4-614ddg(1) and 4-614ddg(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)**

39. 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.

Other Requirements

40. Conn. Gen. Stat. § 4a-81 (the “Act”) requires that the Invitation to Bid of which these Terms and Conditions are a part include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

(a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. “Consulting agreement” means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. “Consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State’s Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the affidavit and shall be subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

41. Conn. Gen. Stat. § 4-252 (the “Statute”) requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms “gift,” “quasi-public agency,” “state agency,” “large state contract,” “principals and key personnel” and “participated substantially” as used in this section shall have the meanings set forth in the Statute.

(b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(c) The date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract is 1 May 2006.
1.1 DESCRIPTION

These specifications are for a 1 year Janitorial Contract at the Connecticut on Fire Prevention and Control's Connecticut Fire Academy (CFA) facility. This contract will be awarded to one contractor for the Administration Building #1, the Fire Station Building #4, and the entire outdoor grounds areas, including the Training Grounds.

Based on the estimated dollar value of this contract, it may be subject to standard wage rates as required under CGS31-57f. The wage schedules are attached. Please be further advised that the COMMISSION OF FIRE PREVENTION AND CONTROL/ CONNECTICUT FIRE ACADEMY (CFA) will be requiring that the contractor submit certified payroll documents as required by CGS31-57f. Should the yearly bid price on this contract be below $50,000.00 per year, it will not be subject to standard wage rates mandated by CGS31-57f.

1.2 CONTRACT PERIOD: This contract period will be for one (1) year, commencing November 1, 2006 – October 31, 2007. The state reserves the right to extend.

1.3 EXTENSION CLAUSE:
By mutual agreement of awarded contractor and as in the best interests of DAS/CFA, this contract may be extended for a period of up to the full original contract term or parts thereof for contractors who have satisfactorily complied with all terms and conditions. If the State is interested in renewing, increases in pricing will only reflect the Standard Wage Rates if applicable.

1.4 WORKER RETENTION
If applicable, successful bidder shall retain the employees of the existing Contractor pursuant to C.G.S. § 31-57(g).

1.6 QUESTIONS
Questions must be delivered, faxed or e-mailed to: Department of Administrative Services, Procurement Services, Attn: Ann Simeone, Bid 06PSX0353, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106. Fax number (860) 622-2926. E-mail: ann.simeone@ct.gov by October 10, 2006.
1.7 **BID PRICES**
Bid prices submitted shall be as listed on the proposal schedule (SP-16) enclosed. *Price increases shall only be allowed based on Standard Wage Rates as published by the Department of Labor (DOL) if applicable (attached).* The Contractor is responsible for monitoring the “Standard Wage Rates” and promptly advise the DAS as to the increases with a copy to CFA at the following addresses:

- Department of Administrative Services  
  State Purchasing  
  165 Capitol Avenue, 5th floor, South Wing  
  Hartford, CT 06106  
  Attn: Ms. Ann Simeone  
- And  
  Commission of Fire Prevention and Control  
  Connecticut Fire Academy  
  34 Perimeter Road  
  Windsor Locks, CT 06096  
  Attn: Christopher Johnston

You may also obtain this information from the Department of Labor’s website at: [www.ct.gov/dol](http://www.ct.gov/dol)

In addition, Attachment 1 shall be completed and returned with this bid. This for informational purposes only and will not be considered in determining the award of contract.

1.8 **BID DUE DATE AND SUBMISSION OF PROPOSALS**
Bidders should submit one original and one copy of the bid. Any bid that is incomplete or does not follow the prescribed format may not be considered.

Bids may be mailed or hand delivered to the address listed below and must arrive **by 2:00 p.m., Monday, October 16, 2006**. Bids received after that time, due to whatever reason, will not be accepted. Bidders are encouraged to attend the public opening of this bid (photo ID required to enter building). If a bidder is unable to attend the bid opening and wishes to have the results of the bid, bidders may schedule an appointment to review the bid documents. Due to the numerous bids issued, bid results cannot be read over the telephone.

Mailing Address:  
Bid# 06PSX0353
1.9 **Proposer Submittal of Environmentally Preferable Products (EPP) Requirements:**

CONTRACTOR shall submit products that are considered environmentally preferable. Per Governor Rell’s Executive Order #14 dated April 17, 2006, CONTRACTOR must utilize and supply DAS with information on purchases of environmentally preferable products (“green seal”) and services made by state agencies and political subdivisions, and work with DAS to establish an agreeable format for tracking of purchases. That Executive Order can be obtained by accessing the following website: [www.ct.gov/governorrell.cwp/browse](http://www.ct.gov/governorrell.cwp/browse) under Executive Orders (in left hand margin).

The term “environmentally preferable” means, with regard to products, services or practices, that such products, services or practices have a lesser or reduced negative effect on human health and the environment when compared to competing products, services or practices that serve the same function.

Environmentally preferable attributes include:
- Fuel efficient;
- Energy efficient;
- Made of recycled content;
- Made of post-consumer content;
- Made of biodegradable materials;
- Remanufactured and rebuilt;
- Recyclable; and/or
- Less- or non-toxic.
DAS reserves the right to deny designation of any product as Environmentally Preferable based on factors including but not limited to the availability of recycling programs, and documentation of attributes.

CONTRACTOR seeking consideration for EPP products and services must provide a written description of the product that shall include at a minimum, the amount of the product that is recycled material, whether that material is post consumer, or a description of the environmental preferable qualities. All catalog products with EPP attributes must be designated by the use of a recycled logo or some other such form of identification, and include information on the environmental attribute(s) whenever available.

**Environmentally Preferable Proposal Submittal Encouraged:**

The State of Connecticut is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services. To promote these values, CONTRACTOR is encouraged to submit proposals following these guidelines:

All copies should be printed double sided except the Proposal Schedule, SP-16 or SP-16L or RFP-16 or RFP-16L; and if applicable, Gift Affidavit form 1A; Consulting Agreement Affidavit form 5; Subcontractor/Consultant Acknowledgement of Receipt of Ethics Laws form 6A; Campaign Contribution Affidavit form 2A; OSHA Certificate of Compliance SP-12 and any other forms that is to be notarized.

All proposals/bids and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper. All proposals/bids should note the level or type of paper used to satisfy this request.

Unless necessary, all proposals/bids should minimize or eliminate the use of non-recyclable or non re-usable materials. Three-ring binders are acceptable if the size of the proposal/bid warrants such use. CONTRACTOR is encouraged to use paper dividers or similar method to effectively organize the proposal/bid for review.

Proposals/bids should be submitted in a format that allows for the easy removal and recycling of recyclable materials.
In addition to the use of recycled content paper, CONTRACTOR is encouraged to use other products that contain recycled content in their proposals.

1.10 AWARD

This bid has been designated by the C.G.S. Preference Statute, Section 17b-656.

The contractor’s signature on the SP-26, Bid Proposal is the contractor’s agreement to all the terms and conditions listed in the bid proposal. If your company is selected as the awarded contractor, the signature on the SP-26 constitutes as the agreement between your company ad the State. Once the contract is awarded, the state will be issuing a contract award that constitutes as the state’s signed agreement to this contract. Once the contract has been awarded, the agency will issue its purchase order to the contractor. The contractor shall not perform services without receiving a purchase order. Questions regarding the purchase order should be directed to the ordering agency.

Once the contract is awarded, a copy of the contract award can be viewed on the DAS/Procurement website – www.das.state.ct.us/busopp.asp

Instructions on locating the contract award on the DAS website:

Scroll down to the heading CONTRACTS
The box that states “By Keyword”; click the arrow to the right of the box for the drop down menu.
Click on “By Contract Number”
Click in the empty box to the right and type in the contract award number 06PSX0353 and click “Go”.
Click on the “Contract Number”
Now click on “PDF: Review the Contract Documents” to download and/or print the contract.

If the contract does not show up, it probably means that the contract has either not been awarded or hasn’t yet been posted to the website; please keep trying until it does.

1.11 ANNUAL GIFT AFFIDAVIT:
In the event that the contract is extended for additional one-year increment and is over the $50,000 threshold an annual Gift/Campaign Affidavit contract affidavit will still be required for each additional year.

1.12 CHANGE OF ADDRESS/UPDATES:
In the event the contractor moves or updates contact information, it is the responsibility of the contractor to advise Procurement Services of such changes in writing. The State will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the lack of notification on the contractor’s part. Change of address or telephone updates must be forwarded to: Department of Administrative Services, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106, Attn: Ann Simeone.

1.13 CONTRACT INVOICING:
The contractor shall invoice the applicable state agency when goods and services are provided through this contract. The invoice (CO-17) must contain the State’s Purchase order number. Invoices received without reference to a valid State Purchase Order number will result in delay of payment. State payment terms are net 45 days (contractor may bid for discount on earlier payment options – Proposal Schedule – SP-16)
Invoice shall be sent to:

Commission of Fire Prevention and Control
34 Perimeter Road
Windsor Locks, CT 06096
Attn: Business Office

1.14 INSURANCE REQUIREMENTS:
Before any contract is executed, the successful contractor(s) will be required to file with the Department of Administrative Services, within five (5) days from the date of notification a Certificate of Insurance. The certificate must be executed by a company authorized to write such business in the State of Connecticut, and the company must be authorized to underwrite the specific line coverage as designated below. The insurance certificate and coverage requested must be updated and kept current throughout the life of the contract, including any extensions. Failure to submit proof of insurance coverage within five (5) days of request will allow the State to re-award the contract or re-bid the project as it deems necessary. Insurance certificates must document that the vendor has owner’s and contractor’s protective
liability, commercial general liability, automotive liability, workers compensation insurance, and any other insurance requirements in the amounts cited in the bid document to protect the State in the event of a claim, and/or in accordance with any statutory requirements.

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

Contractor shall assume any and all deductibles in the described insurance policies.

The contractor's insurers shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

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

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

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

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

A. COMMERCIAL GENERAL LIABILITY

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

B. AUTOMOBILE LIABILITY

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by Automobile Liability Insurance providing a total of ONE MILLION DOLLARS ($1,000,000.00) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate limit must be at least TWO MILLION DOLLARS (2,000,000.00). Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required.

C. WORKERS’ COMPENSATION AND EMPLOYERS’ LIABILITY

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

D. UMBRELLA LIABILITY

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

E. MINIMUM SCOPE OF INSURANCE

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

Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be **strictly enforced.**

1.15 SECURITY:

The contractor is responsible for training his employees in the security requirements of the agency, and will be responsible for enforcing the security rules as they apply to his employees.

In addition to any other security rules and regulations listed under Agency Specifics, the contractor shall inform his employees of the following:

- No guns, knives or other dangerous weapons are allowed on state property.
- No dangerous drugs or other prohibited substances, including alcohol, are allowed on state property.
- No unauthorized personnel, including children, shall be allowed on state property.
- All keys to the building will be furnished by the state to the contractor. All keys remain the property of the state and shall not be duplicated by the contractor or his employees. All keys shall be returned to the agency upon request. A charge will be assessed for any keys not returned. Contractor will assume cost of re-keying buildings if keys are lost or stolen by him or his employees.

1.16 DISPUTES:

In the event there is a disagreement between State and the Contractor regarding interpretation of contractual requirements, the Contractor is to provide with the work in question under protest until the disagreement is resolved by DAS/Procurement Services. Procurement Services’ decision shall be binding on all parties.
1.17 **PERFORMANCE MONITORING** *(PLEASE READ CAREFULLY)*

Throughout the term of this agreement the Agent and the Department of Administrative Services (DAS) will monitor the performance of the contractor. After receipt of a Vendor Performance Report (Exhibit C), each specific incident will be addressed as follows:

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

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

- **A THIRD VALIDATED INCIDENT REPORT OF POOR PERFORMANCE OR NONCOMPLIANCE COMPLAINT OF THE SAME SPECIFIC REQUIREMENT WITHIN AN EVALUATION PERIOD WILL RESULT IN TERMINATION OF THE CONTRACT.** The Department of Administrative Services will employ another Contractor to fulfill the requirements of the contract. The terminated contractor shall be liable to the State of Connecticut for all additional costs incurred as a result of the termination pursuant to Section 22 of the Standard Contract Terms & Conditions.

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

For the purposes of this agreement, an “evaluation period” is defined as three (3) consecutive months. Specific incidents from one evaluation period may not extend into another evaluation period. After two (2) consecutive evaluation periods, the State may review the results of the contractor’s performance and may, at the State’s option, revise the length of the evaluation period.
Instructions to the agency on where to find the Vendor Performance Report:
Go to the DAS/Procurement Services website –

www.biznet.ct.gov/DASProcurement

If you are new, follow instructions to create an account. If not, login and follow prompts.

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

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

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

In the event the CONTRACTOR and/or its contractors’ performance and/or equipment is not in proper working condition, causing delays in the performance of services rendered, the State reserves the right to negotiate and assess damages. The negotiation of damages will be discussed by all parties. Final determination will be made by DAS Procurement Services (reference Standard Terms & Conditions #22).

1.19 DAMAGE TO STATE AND/OR PERSONAL PROPERTY:
The Contractor shall be responsible for the repair of replacement costs of any damage to the State and/or personal property caused by the use, misuse, or negligence of the Contractor or his employees.

The Contractor is responsible for reporting damage to State property within 72 hours of occurrence. The damage must be reported in writing to the agency’s designee.
1.20 **State Access to Records, Record Keeping, and Record Transfer**
The successful proposer shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the State shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the State, and upon termination of the contract, all such records, or exact copies thereof, shall be immediately turned over intact to the State. The successful proposer shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the records to be maintained by the successful proposer as pertains to the contract.

At the option of the State, periodic audits may, at reasonable times, be made of the successful proposers’ and all of its subcontractors’ books and records insofar as they pertain to the contract. Such audits shall be made at the States expense by the State or independent public accountants designated by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State of Connecticut.

1.21 **Confidentiality and Care of Data**
The successful proposer agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful proposer shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.
Enclosure

Director
Gary K. Peck

sincerely,

Workplace Standards Division, Telephone (860) 263-6790.

Please direct any questions which you may have pertaining to this matter to the Wage & Hour Section 31-57 E.

Due to possible changes in these benefits, please refer to the Wage & Hour Section 31-57 F. If there are any questions, please direct them to the Wage & Hour Section 31-57 E.

Section 31-57 F: Classification and wage rates are subject to change if current rates are revised. Please refer to our wages and benefits for these occupations on this document.

Custodial/Janitorial Services, 34 Permitter Road, Windsor Locks.

57F:
In accordance with your request please find enclosed the standard rate of wages for each.

Dear Ann Simone,

October 04, 2006

FAX 860-263-6741

Fax 860-263-6790

Public Contracting, 165 Capitol Avenue

Wage & Hour Division, 890 Main Street

Connecitcut Department of Labor

Opportunity * Guidance * Support

Wage and Workplace Standards Division
<table>
<thead>
<tr>
<th>Occupational Title</th>
<th>Minimum Hourly Rate</th>
<th>Benefit Surcharge (30%)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Assembler</td>
<td>$8.39</td>
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<tr>
<td>Baker</td>
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<td>Bartender</td>
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<td>Boiler Tender</td>
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<td>Cleaner, Vehicles</td>
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</table>

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57, the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus a thirty percent surcharge to cover the cost of any health, welfare, and retirement plans. If no such plan is in effect between employees and the employer, an amount equal to thirty percent of the hourly wage shall be paid directly to the employees.

Project Number: 06PSX0353
Project: Custodial/Janitorial Services At 34 Perimeter Road

Town: Windsor Locks

As of: 10/4/2006
<table>
<thead>
<tr>
<th>Job Title</th>
<th>Hourly Rate</th>
<th>Project: Custodial/Janitorial Services At 34 Perimeter Road</th>
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<tbody>
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<td>Janitor</td>
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<td>Gardner</td>
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<td>Furniture Handler</td>
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<td>Food Service Worker</td>
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<td>Position</td>
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<td>Sheet Metal Worker, Maintenance</td>
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Project: Custodial Janitorial Services At 34 Perimeter Road
<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
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</thead>
<tbody>
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<td>Window Cleaner</td>
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<td>Washer, Machine</td>
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</tr>
<tr>
<td>Vending Machine Attendant</td>
<td>$3.96</td>
</tr>
<tr>
<td>Truck Driver and Snowpave Driver</td>
<td>$18.94</td>
</tr>
<tr>
<td>Truck, 2 to 4 Tons, Straight</td>
<td>$14.00</td>
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<tr>
<td>Truck Driver and Snowpave Driver</td>
<td>$8.85</td>
</tr>
<tr>
<td>Truck, over 4 Tons, Straight</td>
<td>$13.92</td>
</tr>
<tr>
<td>Tractor Operator</td>
<td>$22.06</td>
</tr>
</tbody>
</table>

Project: Custodial/Janitorial Services at 34 Perimeter Road
INTRODUCTION: These specifications are for a 1-year Janitorial Contract at the Connecticut Fire Academy facility. This contract will be awarded to one contractor for the Administration Building #1, the Fire Station Building #4, and the entire outdoor grounds areas, including the Training Grounds.

GC-1.01: No keys shall be duplicated and all keys shall be returned at the end of the contract period. The Contractor is responsible for informing his employees of all security measures which must be adhered to by all employees. Any violations created by the Contractor or his employees will subject the Contractor to fines and/or cancellation of the contract. The State has the right to demand termination of any employee who has violated CFPC Security Regulations. There will be a $25.00 charge for each lost or broken key. The cleaning Contractor shall reimburse the State for all expenses incurred to re-key doors affected by a loss of keys, that have been assigned to the cleaning Contractor and/or his personnel. Supervisory personnel shall include in their responsibilities overseeing that all entrances and exits in each area are secure during nightly operations and locking all doors when leaving the premises. In the event the Contractor or his employee(s) have not properly alarmed or secured the facility, and State representatives are required to respond to the facility after notification from the Connecticut State Police at Troop W, Bradley Airport, the Contractor will be assessed a one hundred ($100.00) dollar charge per occurrence.

GC-1.02: All Contractor’s work to be performed and employees on the premises shall be subject to inspection by the State’s representative. Criminal background checks are NOT required in this contract, however, the contractor agrees to remove any employee from this project whose conduct the State feels is detrimental to its best interest, the best interest of the general public, or tenants. Thefts, threats of violence or verifiable sexual harassment claims may be grounds for immediate staff expulsion. A DAS and CFA investigation will determine whether staff member(s) may return to that site.

GC-1.03: The Contractor shall supply competent and thoroughly trained supervisors to check, inspect, oversee the securing of the entrances and exits of the facility, and maintain records of all work performed. Job coaches shall be used frequently to ensure efficiency with workers (clients). A job task progress/inspection sheet detailing the tasks, staff, time in/time out, and personnel present, is to be developed by the Contractor, and approved for use by the State. This progress/inspection sheet is to be posted at the supply area and is to be updated nightly and signed by the Contractor’s Job Manager.

GC-1.04: When quarterly, semi-annual, annual or demand cleaning is required; the Contractor shall furnish additional personnel in excess of those required in performing the nightly functions. Prior to performing any demand tasks the Contractor shall receive written pre-scheduling authorization in the form of a written repair/purchase order from the state agency’s representative to perform such tasks. This authorization must be obtained prior to performing the tasks as listed as line items on a repair order.
GC-1.05: The Contractor shall make prompt restitution to the Agency by certified check or replacement or repairs (subject to the Agency’s approval) in settlement of any damage to the owner’s, employees or tenants’ property caused by the Contractor’s employees.

GC-1.06: The Agency and the Contractor will supply all supplies and equipment for this contract, as it applies to new DAS EPA Regulations.

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

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

GC-1.10: CLASSROOMS/SCHEDULES/EQUIPMENT: The Agency shall provide compatible equipment, material, and methods in compliance with manufacturer’s specifications and recommendations for the products used and the areas to be cleaned. The state will supply the on site custodian with the latest updates of scheduled classes and events at the facility. This updated schedule shall be used to assist the contractor in ensuring that all classrooms are ready for the next scheduled class. The state shall enforce a policy for all instructors to clean white boards, no food or beverages in classrooms and chairs on top of tables after classes end.

GC-1.11: INSPECTION: Once a week, as scheduled by the State, the State’s designated representative and Contractor’s representative will meet to inspect work under this contract. The Contractor shall make a written list of any deficiencies brought to his attention and shall have corrective work done within five (5) days. The Contractor shall furnish a written report on all deficiencies to the designated representative within one (1) day after the meeting.

GC-1.12: The day-to-day contact person available for direct communications with the Contractor shall be the Plant Facility Engineer or his authorized designee. He will be the onsite representative of the State regarding the contractual obligations of the parties and interpretation of the contract language contained herein.

GC-2.01: VARIATIONS IN QUANTITIES: Where quantity of a major pay item, as designated on the Proposal Schedule in this contract, is a contractual quantity and where the actual quantity of such pay item varies more than five percent (5%) above or below the contractual quantity stated in this contract, an equitable adjustment in the contract price may be made upon request of either party. The equitable adjustment shall apply only to the quantity above one hundred five percent (105%) of the estimated quantity or that quantity below ninety-five percent (95%) of the estimated quantity. The intention of this section is for an equitable monetary adjustment when: 1. Additional Areas (space-square foot of area) are added to the area bid or contracted for. 2. Deletion of Area (space-square foot of area) is removed from the area bid or contracted for. Adjustments for such changes will be made by increasing or decreasing the amount paid for monthly services, whereas adjustments to the
demand services will be paid for on a percentage basis, i.e., 10% increase in square feet will equal an increase of 10% of the demand charges.

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

A. The State may, at any time, by written order designated or indicated to be a Change Order, make any change in the work within the general scope of the contract, including but not limited to changes:
   1. In the specification or plans.
   2. In the methods, manner or performance of the work.
   3. In the State furnished facilities, equipment, materials, or services.
   4. Directing acceleration in the performance of work.

B. Except as herein provided, no order, statement, or conduct of the State shall be treated as a change under this clause or entitle the Contractor to an equitable adjustment hereunder.

C. If any change under this clause causes an increase or decrease in the Contractor’s cost, or the time required for the performance of any part of the work under the contract, whether or not changed by any order, an equitable adjustment shall be made in accordance with the appropriate proposal page line item, and the contract modified in writing accordingly provided. However, that except for claim based upon defective specifications, no claim for any change under Paragraph B above shall be allowed for any costs incurred more than twenty (20) days before the Contractor gives written notice as therein required, and provided further that in the case of defective specifications for which the State is responsible, the equitable adjustment shall include any increased cost reasonably incurred by the Contractor in attempting to comply with such defective specifications. Vendor’s profit margin must remain the same.

D. If the Contractor intends to assert a claim for an equitable adjustment under this clause, he must, within thirty (30) days after receipt of a written Change Order under Paragraph A above or the furnishing of a written notice under Paragraph B above, submit to the State a written statement setting forth the general nature and monetary extent of such claim, unless this period is extended by the State. The statement of claim hereunder may be included in the notice under Paragraph B above.

E. No claim by the Contractor for an equitable adjustment hereunder shall be allowed if asserted after final payment under this contract.

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

**GC-3.01: CONTRACTOR QUALIFICATIONS:** The Contractor shall have performed “CONTINUING DAILY JANITORIAL SERVICES” within Connecticut for multiple building complexes of at least 76,000 square feet for at least three (3) years prior to entering into this contract and must submit documentation with the bid showing the facility and contact person.

**GC-3.02: TRASH COLLECTION:** Trash and recyclable collection and removal by Contractor to the various on site dumpsters is included in the services to be provided.
GC-3.03: UNIFORMS AND BADGES: Contractor is to furnish photo identification badges which are to be worn on shirt pockets by all of the Contractor’s employees at all times while on the premises. Photo identification Badges must be approved by the State. “Polaroid Type” photographs are not acceptable as photo identification badges. Contractor’s personnel are to be attired in a complete uniform which includes the following: A consistent standard color button shirt with Company Logo and a contrasting color pant. No jeans or inappropriate attire are acceptable.

GC-3.04: BUILDING ACCESS CODES/KEY CARDS: The Contractor will be assigned fob (key) access to the building. He shall maintain and make available to the State a log of who is issued the access for the building.

GC-3.05: TRAINING: The Contractor must supply personnel trained in the performance of tasks required by this Contract and familiarize all employees with the requirements unique in working in and around the Connecticut Fire Academy facility.

GC-3.06: EQUIPMENT: The state shall provide the following equipment for janitorial services:
1- 2000 rpm high speed buffer for VCT floors and the Lobby Terrazzo.
2- Low speed floor scrubber
3- Upright vacuums w/ replaceable bags.
4- All mops, mop buckets and accessories for floor maintenance.
5- All janitors carts and related equipment

The following equipment must be furnished by contractor upon request as part of the carpet and hard surface floor care program in sufficient quantities to perform all tasks. The State reserves the right to assess the Contractor a fifty ($50.00) dollars per day assessment for each piece of equipment that is deemed inoperable.
A. A Rotary Bonnet Scrubbing Machine, not to exceed 130 rpm, will be used on a regularly scheduled basis to provide interim maintenance cleaning to the facility. Rotary Bonnet Scrubbing will be accomplished with the aid of a cotton or combination cotton/synthetic bonnet turning in a rotary fashion, and proper application of a cleaning lubricant per cleaning chemical specifications.
B. Heavy duty commercial upright vacuum with beater bar features and dual vacuum motors able to accommodate disposable bags. The vacuum shall not exceed 18” in width.
C. vacuum bags required.
D. Certified pile lifter units to provide all pile lifting.
E. Rotary hot water extractor unit, not to exceed 130 rpm, to provide agitation in a circular motion. This unit should be able to dispense rinse solution in an even format while providing multiple vacuum passes to the area being cleaned.
F. Turbo style dryer fans with minimum 1/2 h.p. rating to provide drying.
G. Portable hot water extraction unit capable of providing 200 cf. airflow. Unit must be able to operate environmentally safe in an indoor environment, be able to deliver cleaning solution and provide vacuum under standard line power.
H. Pre-spray dispensing devices. All machines should be equipped with a minimum of fifty (50) feet of electrical cord of adequate size to permit machine operation over a large area. NOTE: The
state may at any time authorize and approve through a written purchase order, the use of contractor supplied chemicals and equipment in the event of an emergency.

COMMUNICATIONS EQUIPMENT: The Contractor will be supplied with, by the state, a portable radio if needed, to maintain communications with the day porter and night shifts Facility staff.
**GC-4.01: GENERAL WORK ASSIGNMENTS: SERVICE REQUIRED:** Service is required six(6) days per week, Monday through Friday, and Sundays, excluding State Holidays. The hours of building access to perform work shall be from 7:00 am to 3:30 p.m. for the day shift and from 3:30 p.m. to 12:00 am night shift, Monday through Friday. Sunday access shall be 8:00 a.m. to 10:00 p.m. Please provide pricing for items on the proposal schedule. The monthly proposed price would include all work to properly perform the work included in the Janitorial Contract Task Frequency List. In the event that the agency custodial needs increase from the task frequency list the demand hourly rate submitted on the proposal schedule shall be used for the extra work performed. Saturday and Day Porter schedules shall be coordinated with the agency’s Classroom and Training Schedule.

**Contractor:** Responsible for the day-to-day performance of the cleaning contract and have overall responsibility for the work to be performed under this agreement. It is the responsibility of the site supervisor/manager to instruct and advise all of his employees who work at this facility, of the specifications contained in this contract. The contractor is responsible for the supervision, training, coaching/routine scheduling, and inspection of the cleaning work. The site supervisor will make sufficient weekly routine inspections to ensure that the work is performed as required by this agreement and report to Plant Facilities. The results of such inspections are to be issued to the State in writing or through email/internet. The site supervisor will personally provide supervision of the night crews through respective supervisors. The incumbent will work with the night shift personnel to properly conduct training and inspection responsibilities. This job must be filled five (6) days a week on the job site. **Supervisors:** All supervisors will supervise the contract cleaner’s personnel through on-the-job training and inspecting the work of those personnel assigned to each respective supervisor. Special project work (demand work) may be supervised by regular supervisors only to the intent that the supervision of routine work is properly done as judged by the State. Custodians performing project work (demand work) shall not be utilized as supervisors in the absence of the regular supervisor. Supervisors shall be working supervisors with daily custodial assignments to include all aspects of the work detailed in this Contract, rest room cleaning, floor polishing, vacuuming, etc. Supervisors shall also inspect work of others and make sufficient rounds to ensure cleanliness throughout the facility. Supervisors must be knowledgeable regarding the specification of this contract. All supervisors and the Contractor must have the ability to communicate in the English language and fully read and understand the contract.

**SB-5.01: TIME CLOCKS:** The Contractor is required to furnish and install at his expense an electric time clock that will show Date, Day and Time In and Out of all employees. Two (2) time card racks must be provided, an “in” rack and an “out” rack. There will be a Fifty ($50.00) per day deduction for an inoperative time clock. All employees must have a time card with their name typed on the card and must clock in and out. The location of the time clock and time sheets will be in the 2nd Floor Custodial Lockup.

**SB-5.02: STAFFING** for the nightly service is to be determined by the contractor to sufficiently comply with these specifications.
SB-5.03: AGENCY CONTACT: The Agency contact is Mr. Christopher Johnston, Plant Facilities Engineer. He may be contacted at 860-627-6363 ext. 232.

SB-5.03: TASK SPECIFICATIONS The following Task Descriptions are the minimum standards for execution of the tasks:

1. Wash interior glass, using proper glass cleaning equipment. Wash the glass with a suitable cleaner. Wipe all drippings and clean all frames. Telescoping poles are not allowed. All scaffolding, staging and equipment must be furnished by the vendor.
2. Scrub, strip, wax, and buff floors. Please refer to hard surface floor care program for details.
3. Vacuum rugs and carpets. Remove all gum and foreign matter and spot clean daily. Please refer to carpet specifications for details.
4. Empty waste receptacles and remove trash. Empty and wash clean inside and outside all waste baskets and trash receptacles. Remove all refuse to dumpster. Replace plastic liners in all trash receptacles. Remove all boxes and trash from offices. If cardboard boxes, break down and put in proper dumpster. Paper recycling containers: Empty on a daily basis the intermediate white and/or mixed paper recycling containers, into the appropriate collection dumpsters.
5. Clean ash receptacles. To empty all ash tray, ash stands, sand urns, clean with damp cloth. Wash all ash receptacles, replace sand as required.
6. Dust furniture. To wipe clean with treated duster or cloth all furniture, including but not restricted to desk(s), table(s), bookcase(s), file cabinet(s) Shelves, counter(s), and telephone(s) nightly.
7. Dust interior surfaces. To dust all building surfaces such as rails, ledges, window sills, partitions, blinds, vents, baseboards, etc. Wash clean where necessary.
8. Clean walls and partitions. To wipe with cloth and clean water all walls, partitions, and doors. Clean and polish with suitable material, all brightwork, water fountains, etc. Vacuum cloth covered partitions.
9. Wash walls and partitions. To clean with suitable cleaner and/or detergent all walls, partitions, doors, water fountains, etc. Polish all brightwork and metal.
10. Glass doors – interior and exterior. All glass, on doors, including office and corridor sidelights to be washed clean, including interior and exterior surfaces. All drippings to be wiped clean and dry.
11. Dust light fixtures. To dust with a suitable treated cloth or duster, all light fixtures.
12. Clean with a suitable liquid cleaning agent and rinse all fluorescent and incandescent light fixtures, diffusers, bulbs, and light panels. Clean elevator tracks. Each elevator to be stopped, all tracks vacuumed and all dirt or foreign objects removed.
13. Spot clean. To perform the standard cleaning functions not specifically listed but necessary to maintain a satisfactory level of cleanliness, to perform standard cleaning functions more often than listed frequency due to weather conditions, etc. Spot cleaning to include, but not restricted to, wiping soil or finger marks from all surfaces, especially around light switches doors, door closures and door jambs, water fountains, counters, window ledges, thresholds, and floor hinges.
   a) Remove waste paper and refuse, place plastic liners in receptacles.
b) Wash and disinfect both sides of toilet seats.
c) Wash all mirrors. Wash and disinfect all basins, bowls, and urinals.
d) Wash, disinfect and polish all faucets, including urinal and toilet flushometers, piping, toilet seat hinges, behind toilets, partitions, showers, and trash containers.
e) Wash, clean, remove marking and disinfect all walls and partitions including showers.
f) Sweep and wash all flooring with suitable disinfecting detergent, including locker room.
g) Fill toilet tissue, hand towels, soap dishes or soap dispensers.
h) Pour water/disinfectant solution into all drains.

15. Refill dispensers. Stock all sanitary napkin machines with product. Clean all lounge furniture. To wash clean with a suitable cleaner all furniture, chairs, tables, and receptacles.

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

17. Sweep daily. All outside walk areas and entrance ways within 20 feet of any door.

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

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

20. Dust-mop all vinyl tile floors with a treated mop. Dust-mop with a treated dust-mop all interior areas of vinyl floor, including under furniture.

21. Wash exterior and interior of all outside windows. Windows must be washed by squeegee and scaffolding or ladders. Telescopic pole washing is not allowed.

22. Maintain all carpets using procedures as shown in these specifications for carpet maintenance.

23. Clean ceiling vents. Remove vent, dust, and wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace. If unable to remove vent, dust, then wash with a suitable cleaner to remove all dirt and soot, and dry vent. Vacuum the ceiling tiles within two (2) feet of all vents.

**SB-5.05: DEMAND MAN-HOURS:** The Contractor shall bid a demand man hour rate as part of this contract. This rate shall be an hourly rate for the furnishing of additional custodial personnel to perform tasks as determined by the State. Supervision of the personnel will be the responsibility of the site supervisor. The state shall give the contractor a written seven day notice of any additional work required.

**SB-5.06: SCHEDULING AND SCHEDULES:** The Contractor shall submit, within three (3) weeks of start date or sooner, typed schedules detailing, by locations, the monthly, weekly, and quarterly tasks for the entire contract period. This schedule shall show when these tasks are scheduled in each area of the building. The Contractor shall furnish the States Representative on a weekly basis the project work schedule for the following week.
SB-5.07: CLEANING DUTIES REQUIRED: This section lists the specific duties required for the various types of occupancies and areas in the various buildings. The Hard Surface Floor Programs detail the requirements for all hard surface floors except mechanical and electrical rooms. The Carpet Cleaning and Maintenance specifications detail the regular continuing cleaning specifications for all carpeted areas.

Floor Maintenance

SB-5.08: RESILIENT HARD FLOOR AND TERRAZZO MAINTENANCE

DAILY MAINTENANCE:
1. SWEEP: Sweep floor, clean all loose dirt, dust, and debris. Remove mats.
2. MOP: Dust entire floor using an untreated dust mop. Remove all gum and stickers.
3. VACUUM: All perimeters of dust and debris.
4. DAMP MOP DAILY during winter months

WEEKLY MAINTENANCE
1. SWEEP: Sweep floor. Clean all loose dirt, dust, and debris. Remove mats.
2. VACUUM: All perimeters of dust and debris.
3. MOP: Dust entire floor using untreated dust mop. Remove all gum and stickers.
4. CLEAN: Using a clean mop, damp mop entire floor with specified neutral floor cleaner supplied by the state. Remove all scuff marks prior to wet mopping. Rinse mop and change mop water when dirty. Let dry.

DEMAND MAINTENANCE
1. REMOVE all tables, chairs and any equipment from designated area to be refinished.
2. SWEEP: Remove all obstructions not permanently affixed to the floor. Remove all gum and stickers. Using an untreated dust mop, thoroughly dust and sweep entire floor.
3. STRIP: Mop floor with stripper. Allow solution to soak for five (5) or ten (10) minutes. On edges use “doodle bug” style edge scrubber with red pad. Scrub floor with automatic scrubber using blue or brown pad. Ensure base is also stripped to raw material.
4. RINSE: Mop up/wet vac dirty water left by low speed scrubber with clean mop. If necessary, repeat rinsing steps to ensure the floor is totally clean down to raw material.
5. SEAL: After floor is dry, ensure there is no dirt or debris on the tile or the base and apply one coat of state specified VCT/Terrazzo pre sealer.
6. FINISH: Apply 3 coats of floor finish ensuring each coat is dry before applying the next. Wait 24 hours before burning.
7. BURNISH: Use high speed burnisher with hogs hair burnishing pads to produce a deep shine.
8. REPLACE: all tables, chairs and equipment into area and put chairs on tables.
SB-5.09: CARPET CLEANING AND MAINTENANCE SPECIFICATIONS

DAILY: Vacuum all carpeted areas as outlined in the Janitorial Task Frequency List included with these specifications.

WEEKLY: Vacuum all perimeter edges on all carpeted areas.

DEMAND MAINTENANCE: Provide pricing per square foot for both wet carpet method cleaning and dry carpet cleaning for the 1st and 2nd floor corridors and the entire office area.

Wet method shall consist of all equipment to properly do the job including but not limited to:

- Rotary hot water extraction unit,
- Rotary bonnet scrubbing machines,
- Pile lifters,
- Vacuums, etc.
# Janitorial Contract Task Frequency List

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administration Basement</strong></td>
<td><strong>D</strong> Dust mop basement radius hallway/ remove dust from edges</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>Wipe fingerprints from both sets of glass doors</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>Clean/stock bathrooms/ lockerrooms per bathroom specification</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>Sweep dust and debris from link slate stairs</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td>Clean and wipe rear entrance cigarette urn</td>
</tr>
<tr>
<td><strong>D</strong></td>
<td><strong>Vacuum Gym and locker room carpeting and equipment</strong></td>
</tr>
<tr>
<td><strong>W</strong></td>
<td>Dust and polish blue steel in link stairwell</td>
</tr>
<tr>
<td><strong>W</strong></td>
<td><strong>Autoscrub pool area floor with proper supervision</strong></td>
</tr>
<tr>
<td><strong>W</strong></td>
<td>Damp mop link slate stairs</td>
</tr>
<tr>
<td><strong>W</strong></td>
<td>Clean all bugs and dirt from link stairwell walls/ window sills</td>
</tr>
<tr>
<td><strong>W</strong></td>
<td>Empty rear exit and parking lot trash receptacles</td>
</tr>
<tr>
<td><strong>W</strong></td>
<td>Clean rear stairwell of all debris/ cigarettes/ bugs/ leaves/ grass/ dirt</td>
</tr>
<tr>
<td><strong>Qtrly</strong></td>
<td>Clean light fixture diffusers of any dust build-up</td>
</tr>
<tr>
<td><strong>Qtrly</strong></td>
<td>Clean return air grills</td>
</tr>
<tr>
<td><strong>W</strong></td>
<td><strong>Vacuum supply air diffusers and adjacent tiles of dust buildup</strong></td>
</tr>
</tbody>
</table>

<p>| <strong>Lobby/Link</strong> | <strong>D</strong> Dust mop lobby terrazzo including all edges and behind doors |
| <strong>D</strong> | Clean public bathrooms per bathroom specification |
| <strong>D</strong> | Empty trash in lobby trash receptacles |
| <strong>D</strong> | Vacuum elevator floor and edges |
| <strong>D</strong> | Clean all fingerprints from front vestibule both doors and link door. |
| <strong>D</strong> | Empty and wipe clean link exit cigarette urn |
| <strong>W</strong> | Dust blue steel railings in lobby and link stairwell |
| <strong>W</strong> | Empty outside trash in front entrance area |
| <strong>D</strong> | <strong>Damp mop lobby floor removing all marks (during winter months)</strong> |
| <strong>W</strong> | Remove boot marks from walls |
| <strong>W</strong> | Disinfect both payphones |
| <strong>W</strong> | Vacuum library carpeting and edges |</p>
<table>
<thead>
<tr>
<th>Frequency</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>W</td>
<td>Burnish lobby terrazzo</td>
</tr>
<tr>
<td>W</td>
<td>Remove all fingerprints/smudges from all doors in the lobby</td>
</tr>
<tr>
<td>Mo</td>
<td>Clean large glass areas in front on each side of vestibule</td>
</tr>
<tr>
<td>Mo</td>
<td>Clean large glass areas in link hallway</td>
</tr>
<tr>
<td>Mo</td>
<td>Dust high sheetrock areas in lobby-skylight/window sills/cobwebs</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean light fixture diffusers of any dust build-up</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean return air grills</td>
</tr>
<tr>
<td>W</td>
<td>Vacuum supply air diffusers and adjacent tiles of dust buildup</td>
</tr>
<tr>
<td>Mo</td>
<td>Dust ALL TV’s in the facility</td>
</tr>
</tbody>
</table>

**Office Wing**

<table>
<thead>
<tr>
<th>Frequency</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Empty trash from all office areas including the copy room</td>
</tr>
<tr>
<td>D</td>
<td>Clean/stock men’s/women’s bathrooms per bathroom specifications</td>
</tr>
<tr>
<td>D</td>
<td>Vacuum all carpet areas including under desks and perimeter edges</td>
</tr>
<tr>
<td>D</td>
<td>Empty trash in the employee lounge</td>
</tr>
<tr>
<td>D</td>
<td>Clean kitchenette/sink/stove in employee lounge</td>
</tr>
<tr>
<td>D</td>
<td>Wipe all employee lounge tables with specified cleaner</td>
</tr>
<tr>
<td>D</td>
<td>Empty and wipe outside east exit cigarette urn</td>
</tr>
<tr>
<td>W</td>
<td>Empty white paper recycling containers into bins on loading dock</td>
</tr>
<tr>
<td>W</td>
<td>Dust all cubicles, furniture, window sills, blinds</td>
</tr>
<tr>
<td>W</td>
<td>Clean State Fire Administrator’s bathroom per bathroom specs.</td>
</tr>
<tr>
<td>W</td>
<td>Clean all fingerprints from doors and glass inserts (both sides)</td>
</tr>
<tr>
<td>W</td>
<td>Damp mop/burnish employee lounge floor</td>
</tr>
<tr>
<td>W</td>
<td>Damp mop/burnish copy room floor</td>
</tr>
<tr>
<td>W</td>
<td>Dust copy room equipment and work tables</td>
</tr>
<tr>
<td>W</td>
<td>Clean computer screens with alcohol not oil based chemicals</td>
</tr>
<tr>
<td>Mo</td>
<td>Clean all furniture/cubicles coordinated by Facilities/staff</td>
</tr>
<tr>
<td>Mo</td>
<td>Remove any marks on baseboard</td>
</tr>
<tr>
<td>Mo</td>
<td>Dust pendant mount fixtures in hallway</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean light fixture diffusers of any dust build-up</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean return air grills</td>
</tr>
<tr>
<td>W</td>
<td>Vacuum supply air diffusers and adjacent tiles of dust buildup</td>
</tr>
<tr>
<td>Area</td>
<td>Task Description</td>
</tr>
<tr>
<td>---------------------------</td>
<td>----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Classroom Wing</td>
<td>D Vacuum hallway and Classroom carpeting including edges</td>
</tr>
<tr>
<td></td>
<td>D Empty all trash from classrooms used. Per schedule</td>
</tr>
<tr>
<td></td>
<td>D Spot check and damp mop and traffic areas for dirt/dust</td>
</tr>
<tr>
<td></td>
<td>W Damp mop/burnish classrooms most frequently used per schedule</td>
</tr>
<tr>
<td></td>
<td>W Dust/clean all classroom shelving/desks/lecterns/window sills</td>
</tr>
<tr>
<td></td>
<td>Mo Clean any classroom trash receptacles of coffee/soda spills</td>
</tr>
<tr>
<td></td>
<td>Mo Wipe clean all TV/VCR combinations with alcohol or ammonia</td>
</tr>
<tr>
<td></td>
<td>Mo Vacuum/dust in Hartford Count Office</td>
</tr>
<tr>
<td></td>
<td>Mo Remove any marks on baseboard</td>
</tr>
<tr>
<td></td>
<td>Qtrly Clean light fixture diffusers of any dust build-up</td>
</tr>
<tr>
<td></td>
<td>W Vacuum supply air diffusers and adjacent tiles of dust build up</td>
</tr>
<tr>
<td>Kitchen and Servery</td>
<td>D Sweep and wet-mop/sanitize kitchen floor (day porter)</td>
</tr>
<tr>
<td></td>
<td>D Clean and sanitize bathroom per general specs</td>
</tr>
<tr>
<td></td>
<td>D Wet-mop and sanitize servery floor area (day porter)</td>
</tr>
<tr>
<td></td>
<td>D Inspect and wipe clean tray areas and stainless steel</td>
</tr>
<tr>
<td></td>
<td>D Clean milk refrigerated cases and sliding door tracks(day porter)</td>
</tr>
<tr>
<td></td>
<td>W Wipe clean and disinfect servery utensil area</td>
</tr>
<tr>
<td></td>
<td>W Sweep and wet-mop storage by loading dock</td>
</tr>
<tr>
<td></td>
<td>W Wet-mop dry food storage</td>
</tr>
<tr>
<td></td>
<td>W Clean finger prints from coolers and doors/handles/walls</td>
</tr>
<tr>
<td>Multipurpose room</td>
<td>D Empty all trash receptacles and replace liners</td>
</tr>
<tr>
<td></td>
<td>D Empty trash from outside courtyard</td>
</tr>
<tr>
<td></td>
<td>D Empty and wipe outside courtyard cigarette urn</td>
</tr>
<tr>
<td></td>
<td>D Wipe all tables/chairs with specified cleaner</td>
</tr>
<tr>
<td></td>
<td>D Dust mop/sweep all floor areas including the servery area</td>
</tr>
<tr>
<td></td>
<td>W Clean TV screens with alcohol or ammonia not oil based chemicals</td>
</tr>
<tr>
<td></td>
<td>W Wipe servery walls of any hand foot marks</td>
</tr>
<tr>
<td></td>
<td>W Check and clean barrels of any spillage if required</td>
</tr>
<tr>
<td></td>
<td>W Damp mop and burnish floor area</td>
</tr>
<tr>
<td></td>
<td>W Clean fingerprints off all door hardware/glass/soda machines</td>
</tr>
<tr>
<td></td>
<td>Mo Dust window sills and blinds</td>
</tr>
<tr>
<td>Day</td>
<td>Task Description</td>
</tr>
<tr>
<td>------</td>
<td>-----------------------------------------------------------------------------------</td>
</tr>
<tr>
<td>Mo</td>
<td>Clean any spill marks on walls</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean light fixture diffusers of any dust build-up</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean return air grills</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Vacuum supply air diffusers and adjacent tiles of dust buildup</td>
</tr>
<tr>
<td>Mo</td>
<td>Dust TV Monitors including tops</td>
</tr>
</tbody>
</table>

**Auditorium**
- **D** Spot check for use and dust/vacuum as needed throughout seating
- **D** Clean all fingerprints from door hardware and empty trash
- **Mo** Dust all seating furniture and equipment area
- **Qtrly** Clean light fixture diffusers of any dust build-up
- **Qtrly** Clean return air grills
- **Qtrly** Vacuum supply air diffusers and adjacent tiles of dust buildup

**Commission Room**
- **D** Spot check/empty as needed trash and dust/vacuum as needed
- **D** Clean all fingerprints from door hardware and glass table tops
- **Mo** Dust all furniture and vacuum thoroughly all seating and floor
- **Qtrly** Clean light fixture diffusers of any dust build-up
- **Qtrly** Clean return air grills
- **Qtrly** Vacuum supply air diffusers and adjacent tiles of dust buildup

**Loading Dock and adjacent hallway**
- **D** Empty trash on loading dock
- **D** Empty and wipe cigarette urns on loading dock
- **D** Cut up cardboard and distribute to cardboard dumpster
- **W** Dustmop/damp mop/burnish VCT tile in loading dock hallway
- **W** Damp mop loading dock floor to remove spill stains
- **W** Clean loading dock exterior stairway of bugs, ashes, leaves, dirt
- **Qtrly** Clean light fixture diffusers of any dust build-up
- **Qtrly** Clean return air grills
- **W** Vacuum supply air diffusers and adjacent tiles of dust buildup

**2nd Floor**
- **D** Spot check and vacuum hallway carpeting
- **D** Empty trash in resident lounge area
- **D** Clean resident lounge kitchenette/sink/stove/cabinet area
- **W** Vacuum resident lounge carpeting and damp mop tile floor
<table>
<thead>
<tr>
<th>Interval</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Qtrly</td>
<td>Clean light fixture diffusers of any dust build-up</td>
</tr>
<tr>
<td>Qtrly</td>
<td>Clean return air grills</td>
</tr>
<tr>
<td>W</td>
<td>Vacuum supply air diffusers and adjacent tiles of dust buildup</td>
</tr>
</tbody>
</table>

**Fire Station Locker/Shower Area**

<table>
<thead>
<tr>
<th>Interval</th>
<th>Task Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>D</td>
<td>Clean/stock locker/bathroom/shower area per bathroom specs.</td>
</tr>
<tr>
<td>D</td>
<td>Empty all trash barrels in apparatus bay areas.</td>
</tr>
<tr>
<td>W</td>
<td>Auto Scrub Entire Floor area/Wash all trash barrels</td>
</tr>
</tbody>
</table>
HOUSEKEEPING DORMITORY SPECIFICATIONS

Provide housekeeping services, per requirements of the lodging schedule for dorm housekeeping.

BATHROOMS

Floors
Remove all hairs from vanity, toilet, floor and tub area. Scrub and disinfect floor, corners, behind toilet and behind door with correct products.

Vanity
Clean vanity area, porcelain sink and plumbing fixtures with supplied bathroom cleaner. Remove any hard water stains and/or spots from vanity faucet and plunger. Towel dry to a buff finish.

Tub
Clean entire tub and tile walls with correct products. Remove all soap scum from tubs and walls. Remove all hard water stains from tub faucet and spout. Remove mildew on shower curtain and at tub edges with spray bleach. Towel dry tub and walls to a buff finish with no water spots.

Toilet
Clean inside and outside bowl with bowl cleaner. Clean area where seat meets bowl. Clean tough hard water stains with acid bowl cleaner. Towel dry outside of toilet leaving no overspray or residue. Leave a little bowl cleaner to color the water blue once toilet is cleaned.

Medicine Cabinet
Remove and discard any items found in medicine cabinet. Clean inside of medicine cabinet. Polish mirror.
Bathroom Walls
Spot check all 4 bathroom walls for water spots and clean as needed.

Bath linens
Remove any soiled bath linens and place in “BLUE” soiled linen bags in laundry area
Supply newly polished bathroom with the following:
2 towel and 2 face cloths and 1 bath mat. Place towels and face cloths on door and bath mat on tub.

Paper and Soap
Place 1 new soap on vanity
Check toilet paper and place one spare on vanity
Check box of tissue on vanity and replace if needed

BEDROOMS
Remove trash, wipe trash can if needed and provide new liner.
Remove any soiled bed linens and place in “YELLOW or BLUE” soiled linen bags in laundry area.
Notify Facilities of lost and found articles
Vacuum entire area including under bed and perimeter edges
Remove any stains from carpet with spot cleaner and extract with wetvac.
Dust all furniture and window sills.
Check all drawers for anything left behind.
Place the following bed linens on the bed:
1 fitted sheet
1 flat sheet
1 pillow case

The following bed linens shall remain in the room unless directed by Facilities Management to remove them for cleaning:

Mattress pad
Blanket
Bed Spread

Laundry area shall remain clean and orderly at all times. Cardboard shall be removed to the cardboard dumpster and trash shall be removed to the trash dumpster.

** Some programs require beds to be made and will be mentioned on the daily report for the night work to expedite this. Other programs such as recruit and other longer term stays shall not require the removal of amenities and belongings from the medicine cabinets and furniture
Lights, shades and heat
Ensure three room lamp shades are level.
Ensure blinds are even
Turn heat in the middle/low position 60 degrees

CURRENT LINEN POLICY

The Connecticut Fire Academy currently uses Unitex for rentals of all linens.
1) Delivery and pickup for Unitex will be every Monday.

**IMPORTANT:** All bath and bed soiled linens shall be placed in the “BLUE” soiled bags provided by Unitex. All “BLUE” soiled bags shall be placed in the “**” laundry bin and placed on the loading dock on Sunday for pickup on Mondays.

ADMINISTRATIVE PROCEDURES

The current dormitory reservation/housekeeping policy shall be as follows:

1) Staff personnel and the **contractor** receive a daily update from the answering service for room reservations. **Contractor** to provide proper amount of labor to complete these rooms for inspection ready.
2) An inspection and follow-up by **Contractors Supervisor** shall be made to all the dorms each evening.
3) Administrative staff will print a new schedule as it changes and place this in Site Supervisor mail slot in the copy room.
4) Contractor to report during housekeeping of the dormitories any damage to rooms, or other maintenance issues.
## COMMISSION OF FIRE PREVENTION AND CONTROL
**CONNECTICUT FIRE ACADEMY**
11/01/06 – 10/31/07

### CUSTODIAL/JANITORIAL

<table>
<thead>
<tr>
<th>Item #</th>
<th>Description of Commodity and/or Services</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td><strong>ADMINISTRATION BUILDING</strong>&lt;br&gt;Monthly charge for janitorial services according to the Janitorial Task Frequency List included with these specifications. All services, supplies and supervision to be as detailed in specifications.</td>
<td>$ 5,510.83 Per Month</td>
</tr>
<tr>
<td>2.</td>
<td>Demand cleaning of all Administration Building windows, <strong>outside pane only</strong>. Interior panes (3) shall be contracted outside of this contract.</td>
<td>$ 1,998.00 Per Occurrence</td>
</tr>
<tr>
<td>3.</td>
<td>Demand maintenance of carpet areas in accordance with a standard Wet/dry Shampoo carpet cleaning method&lt;br&gt;<strong>dry</strong>&lt;br&gt;<strong>wet</strong>&lt;br&gt;$ 0.18 Per Sq. Ft. Wet</td>
<td>$ 0.23 Per Sq. Ft Dry</td>
</tr>
<tr>
<td>4.</td>
<td>Demand maintenance of resilient hard surface floors in accordance with all specifications.</td>
<td>$ 0.21 Per Sq. Ft.</td>
</tr>
<tr>
<td>5.</td>
<td>Demand maintenance of terrazzo floor in accordance with Terrazzo floor demand specifications.</td>
<td>$ 0.28 Per Sq. Ft.</td>
</tr>
<tr>
<td>6.</td>
<td>Demand man-hour rate in accordance with all specifications.</td>
<td>$ 26.75 Per Hour</td>
</tr>
</tbody>
</table>