

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

Melissa Marzano
Contract Specialist

860-713-5051
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

CONTRACT AWARD NO.:

09PSX0232

Contract Award Date:

01 August 2009

Bid Due Date:

SUPPLEMENT DATE:

13 June 2019

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 Troop E, I-395 North Bound, Montville

FOR: Department of Emergency Services & Public Protection

TERM OF CONTRACT: August 1, 2009 through June 30, 2019

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
NA	\$3,736.60 (Est.)	NA	\$ 3,736.60 (Est.)

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

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

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **CT Community Nonprofit Alliance, Inc. DBA: Connecticut Community Providers Association**

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

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

Fax. No.:

Contract Value: **\$53,736.60 (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**

PLEASE NOTE:

Supplement 2 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.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **MELISSA MARZANO**

Title: Contract Specialist

Date:

Melissa Marzano
Contract Analyst

860-713-5051
Telephone Number

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

CONTRACT AWARD NO.:

09PSX0232

Contract Award Date:

01 August 2009

Bid Due Date:

SUPPLEMENT DATE:

15 June 2016

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 Troop E, I-395 North Bound, Montville

FOR: Department of Emergency Services & Public Protection

TERM OF CONTRACT: **August 1, 2009 through extended indefinitely in accordance with Public Act 13-227.**

AGENCY REQUISITION NUMBER:

CHANGE TO IN STATE (NON-SB) CONTRACT VALUE	CHANGE TO DAS-CERTIFIED SMALL BUSINESS CONTRACT VALUE	CHANGE TO OUT OF STATE CONTRACT VALUE	CHANGE TO TOTAL CONTRACT AWARD VALUE
NA	\$3,736.60 (Est.)	NA	\$ 3,736.60 (Est.)

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

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

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

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

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

CONTRACTOR INFORMATION:

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

Company Name: **CT Community Nonprofit Alliance, Inc. DBA: Connecticut Community Providers Association**

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

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

Fax. No.:

Contract Value: **\$53,736.60 (Est.)**

Contact Person: **Kirk Springsted**

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

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

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

PLEASE NOTE:

Supplement 1 issued to reflect:

- Minimum wage increase effective January 1, 2016.
- Projected minimum wage increase effective January 1, 2017.
- Revised Exhibit B, Price Schedule to follow this supplement.
- All terms and conditions not otherwise affected by this supplement remain unchanged and in full force and effect.

DEPARTMENT OF ADMINISTRATIVE SERVICES

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

Name: **DON CASELLA**

Title: Contract Team Leader

Date:

EXHIBIT B, SP-16
 PRICE SCHEDULE
 Supplement 1

SOLICITATION NO: 09PSX0232

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

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	UNIT OF MEASURE	TOTAL PRICE
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Supplement 1	Daily Services, effective January 2017		Each	\$73.68	
Supplement 1	Daily Services, effective January 2016		Each	\$57.64	
Item	Description	QTY	UOM	Unit Price	Total Price
1	Daily Services	248	ea	52.08	12,915.84
2	Weekly Services	52	ea	21.71	1,128.92
3	Monthly Services	12	ea	108.00	1,296.00
4	Bi-Annual Services	2	ea	432.00	864.00

16,204.76
per year

CONTRACT AWARD
SP-38 Rev. 4/08
Prev. Rev. 5/07

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

Aimee Cunningham
Contract Specialist

(860)713-5250
Telephone Number

CONTRACT AWARD NO.:

09PSX0232

Contract Award Date:

28 July 2009

Bid Due Date:

23 July 2009

CONTRACT AWARD

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

DESCRIPTION: Custodial Services for the State of Connecticut Department of Public Safety, Troop E Facility in Montville, CT

FOR: Department of Public Safety

TERM OF CONTRACT:

August 1, 2009 - July 31, 2012

AGENCY REQUISITION NUMBER: DPSM1-09-016

IN STATE (NON-SB) CONTRACT VALUE	DAS CERTIFIED SMALL BUSINESS CONTRACT VALUE	OUT OF STATE CONTRACT VALUE	TOTAL CONTRACT AWARD VALUE
\$50,000 est.			\$50,000 est.

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

INVOICE SHALL BE RENDERED DIRECT TO THE ORDERING AGENCY.

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

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

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

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

CONTRACTOR INFORMATION:

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

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

Company Name: **CT Community Providers Association, Inc.**

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

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

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

Contract Value: **\$50,000 est.**

Contact Person: **Kirk A. Springsted**

Delivery: **Per instructions of DPS**

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

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

Terms: **Net 45 Days**

Agrees to Supply Political SubDivisions: **No**

APPROVED _____

AIMEE CUNNINGHAM

Contract Specialist

(Original Signature on Document in Procurement Files)

CONTRACT

09PSX0232

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Connecticut Community Providers Association

FOR THE PURCHASE AND SALE OF
CUSTODIAL/JANITORIAL SERVICES FOR THE DEPARTMENT OF PUBLIC SAFETY TROOP E,
MONTVILLE, CT

Contract Table of Contents

1. Definitions
2. Term of Contract; Contract Extension
3. Description of Goods and Services
4. Price Schedule, Payment Terms and Billing
5. Rejected Items; Abandonment
6. Order and Delivery
7. Contract Amendments
8. Assignment
9. Termination, Cancellation and Expiration
10. Cost Modifications
11. Breach
12. Waiver
13. Open Market Purchases
14. Purchase Orders
15. Indemnification
16. Forum and Choice of Law
17. Contractor Guaranties
18. Implied Warranties
19. Goods, Standards and Appurtenances
20. Delivery
21. Goods Inspection
22. Setoff
23. Force Majeure
24. Advertising
25. Americans With Disabilities Act
26. Representations and Warranties
27. Representations and Warranties Concerning Motor Vehicles
28. Disclosure of Contractor Parties Litigation
29. Entirety of Contract
30. Exhibits
31. Executive Orders
32. Non-Discrimination
33. Tangible Personal Property
34. Whistleblowing
35. Notice
36. Insurance
37. Headings
38. Number and Gender
39. Parties
40. Contractor Changes
41. Further Assurances
42. Audit and Inspection of Records
43. Background Checks
44. Continued Performance
45. Working and Labor Synergies
46. Contractor Responsibility
47. Severability
48. Confidential Information
49. Interpretation
50. Cross-Default
51. Disclosure of Records
52. Summary of State Ethics Laws
53. Sovereign Immunity
54. Time of the Essence
55. Reserved
56. Campaign Contribution and Solicitation Ban
57. Health Insurance Portability and Accountability Act
58. Encryption of Data
- EXHIBIT A** - Description of Goods and Services
- EXHIBIT B** - Price Schedule
- EXHIBIT C** - SEEC Form 11

Contract # **09PSX0077**

SP Contract Rev. 2/09 – Prev. Rev. 1/09

This Contract (the “Contract”) is made as of the contract award date shown on the contract award form, number SP-38 corresponding to the subject procurement and is by and between, the contractor identified on such Form SP-38 (the “Contractor,”) with a principal place of business as indicated on the bid form, number SP-26, acting by the duly authorized representative as indicated on the SP-26, and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Ann Simeone, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

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

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (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: Department of Mental Health and Addiction Services
 - (d) Contract: The agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid price.
 - (e) Contractor: A person or entity who submits a Bid and who executes a Contract.
 - (f) 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.
 - (g) 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.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) 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.
 - (j) 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 the specifications.
 - (k) Goods or Services: Goods, Services or both, as specified in the Invitation to Bid.

- (l) Bid: A Bidder's submittal in response to a Invitation to Bid.
 - (m) Bidder Parties: A Bidder'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 Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - (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) 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.
 - (p) Services: The performance of labor or work, as specified in the Invitation to Bid.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from August 1, 2009 through July 31, 2012. The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
 3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as "Perform" and the "Performance."
 4. Price Schedule, Payment Terms and Billing.
 - (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.
 - (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law.

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

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Bidder Parties, that:
- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
 - (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State’s part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State’s sole discretion, as if the Rejected Goods and Contractor Property were the State’s own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the “State and Its Agents”) of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Bidder Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the

State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.

6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.
 - (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
 - (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or

Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

- (e) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
 - (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.
 - (h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.
10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.
11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the

Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.
- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

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

14. Purchase Orders.

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

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Bid or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a Certificate of Insurance to DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS and the Client Agency. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.
- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

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

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
 - (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
 - (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
 - (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
 - (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
 - (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.
18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Bid.
 - (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.
21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the

specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. **Setoff.** In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.
23. **Force Majeure.** The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
24. **Advertising.** The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.
25. **Americans With Disabilities Act.** The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.
26. **Representations and Warranties.** The Contractor, and the Bidder, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Bidder Parties, as appropriate, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Bid and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or

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

- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Bidder;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;

- (q) they owe no unemployment compensation contributions;
 - (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
 - (s) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Bidder Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
 - (t) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
 - (u) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
 - (v) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
 - (w) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
 - (x) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
 - (y) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (z) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
 - (aa) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
 - (bb) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.
27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(51) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Bidder, as appropriate, represent and warrant for itself, the Contractor Parties and Bidder Parties, as appropriate, that:

Contract # **09PSX0077**

SP Contract Rev. 2/09 – Prev. Rev. 1/09

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles (“ConnDMV”) in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state’s or commonwealth’s applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
 - (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
 - (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator’s license or commercial driver’s license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
 - (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, bids, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. 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.
31. Executive Orders. The Contract 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. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.

32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(6) 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, mental retardation 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. 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, mental retardation, 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;

(7) 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;

(8) 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 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;

(9) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;

(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 section 46a-56.

(b) 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 project.

- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
- (d) 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.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of section (a) above 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 section 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.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
- (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 of 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 section 46a-56;

(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 section 46a-56.

(h) The contractor shall include the provisions of section (g) above 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 section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
- (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 on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
- (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) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

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

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 the Act.

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

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

If to DAS:

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

If to Connecticut Community Providers Association:

Kirk Springsted
Connecticut Community Providers Association
35 Cold Spring Road, Suite 522
Rocky Hill, CT 06067

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

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual

Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

- (c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
- (e) Reserved
- (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

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

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

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

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

- a. its certificate of incorporation or other organizational document;
- b. more than a controlling interest in the ownership of the Contractor; or
- c. the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the

Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

41. Further Assurances. The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
42. Audit and Inspection of Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
43. Background Checks. The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
44. Continued Performance. The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
45. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.
46. Contractor Responsibility.
 - (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
 - (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
48. Confidential Information. The State will afford due regard to the Bidder's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Bidder or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Bidder or Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Bidder or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.
49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.
50. Cross-Default.
- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
- (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat

any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. 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 (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Invitation to Bid or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C, SEEC Form 11.
57. Health Insurance Portability and Accountability Act.
 - (a) This Section may or may not apply to the Client Agency and/or DAS. If an appropriate party or entity determines that it does apply to the Client Agency, then for purposes of this Section the following definitions shall apply:

- (1) “Business Associate” shall mean the Contractor.
 - (2) “Covered Entity” shall mean DAS, the Client Agency or both, as applicable.
 - (3) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (4) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
 - (5) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and parts 164, subparts A and E.
 - (6) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
 - (7) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
 - (8) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
 - (9) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
 - (10) “This Section of the Contract” refers to the HIPAA Section of this Contract, in its entirety.
 - (11) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
 - (12) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and parts 164, subpart A and C.
- (b) If the Contactor is a Business Associate under the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor shall comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
 - (c) The Contractor and the Client Agency shall safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state laws regarding confidentiality, which includes but is not limited to the requirements of HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
 - (d) The Client Agency is a “covered entity” as that term is defined in 45 C.F.R. § 160.103.
 - (e) The Contractor, on behalf of the Client Agency, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103.
 - (f) The Contractor is a “business associate” of the Client Agency, as that term is defined in 45 C.F.R. § 160.103.

(g) Obligations and Activities of Business Associates

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

(h) Permitted Uses and Disclosure by Business Associate

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

(2) Specific Use and Disclosure.

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

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

(C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services as defined in 45 C.F.R. § 164.501, to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(i) Obligations Of Covered Entity

(1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.

(2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.

(3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

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

(k) Term and Termination

(1) The term of this Section of the Contract shall be effective as of the date the Contract is effective and shall Terminate or Expire when all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.

- (2) Upon Covered Entity's knowledge of a material breach of this Section by Business Associate, Covered Entity shall either proceed in accordance with the Breach section of this Contract or, if neither Cancellation nor a cure is feasible, then Covered Entity shall report the breach to the Secretary.
- (A) Effect of Termination, Cancellation and Expiration
Except as provided above, upon Termination, Cancellation or Expiration of this Contract, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(1) Miscellaneous Provisions

- (1) A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) The Parties shall take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and HIPAA.
- (3) The respective rights and obligations of Business Associate under this section of the Contract shall survive the Termination or Cancellation of this Contract.
- (4) This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (5) Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any Claim related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any Contractor Parties or any other party to whom Business Associate has disclosed PHI pursuant to this Section of the Contract. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its

Contract # 09PSX0077

SP Contract Rev. 2/09 – Prev. Rev. 1/09

existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.

- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the Client Agency which owns the data, DAS, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

EXHIBIT A

DETAILED DESCRIPTION OF GOODS AND SERVICES

These detailed site specifications and Exhibit A.1 Task and Frequency List supersede any conflicting provisions in the document made a part of this contract entitled Custodial Services – General Specifications. All other topics not stated in this portion of the contract shall be covered by the Custodial Services – General Specifications. The intent it to have the most intensive specification language prevail.

SCOPE

This contract is intended to fulfill custodial and related services. This includes the materials, labor and supplies needed according to the specifications stated herein.

CONTRACT INVOICING

The Contractor shall invoice the applicable state agency when goods and services are provided through this contract. The invoice 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. Invoices shall be sent to:

Dawn C. Uraco
Department of Public Safety
1111 Country Club Road
Middletown, CT 06457

GENERAL DESCRIPTION OF GOODS AND SERVICES

The following are the **General Specifications** for bids/contracts for custodial services. The General Specifications will apply **unless otherwise indicated in the Detailed Site Specifications section** of the bid. Vendors are cautioned to carefully read **BOTH** the General Specifications **AND** Detailed Site Specifications.

1. **Scope of Bid** The performance of custodial work for the location(s) indicated, inclusive of labor, equipment, materials and supplies in accordance with the General Specifications, the Detailed Site Specifications and the task specifications in **Exhibit A-1** and frequency schedule(s) listed in the Detailed Site Specifications section of the bid.
2. **Work and Workmanship** The Contractor shall thoroughly complete each task in a professional manner, using quality equipment and materials that conform to all current Federal, State and Local regulations.

It is the responsibility of the Contractor to maintain facilities that conform to the **Association of Physical Plant Administration (APPA) Custodial Level 2 specifications (Exhibit A-2)** to ensure that facilities are uniformly clean, hygienic and pleasing to the eye.

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

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

3. **Consumable Materials and Supplies** Supplies/consumables include but may not be limited to trash receptacle liners, sanitary napkins, paper towels, toilet paper, hand soap. Paper consumables shall meet the guidelines for minimum recycled content as determined by the [United States Environmental Protection Agency](#) (CGS 4a-67c).

Contractor shall provide materials for cleaning purposes including but not limited to, wax, floor stripper, germicidal cleaner, furniture cleaner and polish, carpet shampoo, etc. In accordance with Connecticut Executive Order No. 14 and P.A. 07-100, cleaning products used shall be [Green Seal](#) certified, utilized in accordance with the manufacturer's stated directions and be subject to review and approval of the State's designated representative. The contractor shall provide product brochures and Material Safety Data Sheets (MSDS) for all products to the State's designee within

ten (10) business days after contract award date.

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

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

5. **Cleaning Equipment** All cleaning equipment including power drive floor scrubbing machines, back pack vacuum, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners and any other equipment needed to perform the services of this agreement shall be furnished by Contractor. Such equipment shall be the size and type customarily used in work of this kind and no equipment shall be used which is harmful to the facility or its contents. Refer to the list of approved [CRI Green Label approved vacuum cleaners](#).

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

6. **OSHA Guideline Compliance** To comply with Occupational Safety and Health Administration (OSHA) guidelines, the Contractor shall be required to:

- Furnish to the State's designee copies of the Material Safety Data Sheets (MSDS) for all products used, prior to commencing service in any facility
- Update MSDS annually and submit them to the State's designee. Any and all cleaning product changes and their MSDS must be submitted to the State's designee for approval **prior** to utilization.
- Comply with all applicable OSHA regulations and standards related to this contract, including but not limited to, safety, training, equipment toxic and hazardous substances and labeling of chemical containers

Failure of the Contractor to comply with all applicable laws and regulations shall permit the State to terminate this contract without liability.

Contract # **09PSX0232**

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

7. **Use of State Property** The Contractor shall not use State facilities, property or equipment. Use of telephones is limited to an emergency or a call in time recording system where the number is a local or toll free number. The agency designee shall review and approve the call in process, if applicable.
8. **Damage to State Property** The Contractor shall be responsible for insuring that all reasonable precautions are taken to protect buildings, furnishings, equipment, computers, telephones, copiers, flooring, window coverings, fax/scanners, telecommunications and electrical equipment and cables and all other physical objects in the facilities being cleaned. Contractor shall report all damages within one (1) business day of discovery. Upon review by the State's designee of the cause and result, Contractor shall pay the State for said damage.
9. **Schedules and Days of Operation** Working hours (start/stop) will be defined within the **Detailed Specifications**. Within ten (10) business days after contract award the Contractor shall provide the State's designee a work schedule for review and approval. The work schedule shall be based on a twelve (12) month period, identifying and delineating the time frames for the required work (e.g. weekly, monthly, semiannual and annual tasks) by the day of the week, the week and month.

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

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

The Contractor shall provide his/her employees with all equipment and training required to safely accomplish the contract. The Contractor shall comply with all Federal and State safety laws and regulations with regard to ensuring a safe working environment.

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

In addition to any other security rules and regulations, the Contractor shall inform his/her employees of the following:

- No guns, knives or other dangerous weapons are allowed on state property
- No dangerous drugs or other prohibited substances are allowed on state property

Contract # **09PSX0232**

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

- No unauthorized personnel shall be allowed on state property
- All keys to the building will be furnished by the State to the Contractor and be signed for. All keys remain the property of the State and shall not be duplicated by the Contractor or his/her employees. All keys shall be returned to the agency upon request. For keys that are not returned, a charge for re-keying all affected locksets will be assessed. The Contractor shall assume the cost of re-keying buildings if keys are lost or stolen by the Contractor or his/her employees

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

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

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

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

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

- II. **Contractor's Employees- Non-Supervisors** All facilities shall be fully staffed commencing with day one (1) of this contract. All

Contract # 09PSX0232

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

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

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

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

If Contractor uses an employee who is not on the "list", the State's designee may order that person(s) off the property and deduct the cost of a full working shift of associated labor from the monthly invoice. Repeated use of employees who are not on the list may be sufficient grounds for termination of the contract.

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

The Contractor shall, through the proper training of employees, experience, innovation, technology, manufacturer's recommendations, or other means, perform the required cleaning and related services at a level, which conforms to the **AAPA "Custodial Level 2 Specifications" (Appendix 1)**. These quality requirements represent the State's needs with regard to the custodial services at the specified location(s).

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

The State's designee will control facility access. Contractor's

employees are responsible to secure the facility (ies) at all times.

11. Tasks – Following are the task procedures that should be followed when performing custodial duties:

- I. **Resilient Tile and Concrete/Hard Surface** – Daily tasks begin by sweeping floor with a treated dust mop to remove all dirt, dust, trash particles and other debris. Contractor shall utilize a synthetic mildly abrasive pad (or equivalent) to remove all scuff marks, scars, streaks, spills, stains, gum, tar and other foreign substances. A putty scraper with a metal blade of 1.5 to 2 inches may be used to remove gum like substances. Contractor shall then wet mop the floor. When wet mopping, the Contractor shall ensure that the floors, walls, baseboards, corners, thresholds and adjacent surfaces are free of dirt, dust, marks, scars streaks, spills, stains, gum, tar and other foreign substances, including those resulting from the splashing of the cleaning solution. The Contractor shall ensure that all cleaning solutions have been mixed according to the manufacturer's directions and are appropriate for the floor surface. The Contractor shall take the necessary precautions including the display of "wet floor" signs, to ensure that facility users are advised of wet or slippery floors.

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

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

- IV. **Buffing Floors: Resilient Tile and Concrete/Hard Surface** – Contractor shall damp mop, then spray buff floor with an approved floor finish and high speed polisher with an abrasive pad. The operation shall take place after the daily operational tasks has been completed. Excessive wax build-up

shall not be present on floor, corners or baseboards. The Contractor shall take the necessary precautions including the display of "wet floor" signs, to ensure that facility users are advised of wet or slippery floors.

- V. Buffing Floors: Wood/Wood Parquet** - Contractor shall damp mop floor with approved neutral base cleaner and cool water, ensuring that the mop is damp and not overly wet. This operation shall take place after the daily operational tasks has been completed. The Contractor shall take the necessary precautions including the display of "wet floor" signs, to ensure that facility users are advised of wet or slippery floors.
- VI. Strip and Wax Floors: - Resilient Tile and Concrete/Hard Surface** – Contractor shall strip and wax floor with an approved floor finish. The entire room or corridor shall be completed in one (1) operation, and shall be completed with the manufacturer's recommendation. The Contractor shall take the necessary precautions including the display of "wet floor" signs, to ensure that facility users are advised of wet or slippery floors.
- VII. Strip and Wax Floors: - Wood/Wood Parquet** - Contractor shall strip and wax floor with an approved floor finish. The entire room or corridor shall be completed in one (1) operation, and shall be completed with the manufacturer's recommendation. The contractor shall screen/scrub floor until the entire floor area is uniformly dull, ensuring that the screen or floor pad is not so abrasive that it is removing more than the existing floor finish. The entire area shall be vacuumed to remove finish dust. A clean untreated dust mop or tack cloths shall be used to remove any remaining dust. After the entire area is uniformly dull and clean, Contractor shall use a lamb's wool applicator to apply two (2) coats of an approved water base finish, allowing for sufficient drying time between coats. Contractor will take the necessary precautions to secure the area to allow for sufficient drying and curing time.
- VIII. Clean Carpets and Floor Mats** - Daily tasks begin by removing all paper, gum, rubber bands, staples, paper clips and other debris form the carpet. The Contractor shall then use a carpet vacuum to remove surface soil and embedded grit from all areas accessible to the carpet vacuum. Chairs and trash receptacles shall be moved to vacuum underneath, and then replaced in their original positions. The beater bars or brush of the vacuum shall be adjusted to correspond to the pile height of the carpet. A tank vacuum with a crevice tool and brush attachment shall be used to clean all areas, which are inaccessible to the carpet vacuum. The contractor shall also spot clean the carpet to remove all spots, stains, gum, tar and other foreign substances. When spot cleaning the carpet, the Contractor will use a spray foam product and a soft bristle brush to agitate the area; any dampness shall be removed by blotting the area with a clean soft cloth. The State's designee shall be notified if the spot cleaning effort

is not effective.

- IX. Clean Carpets By Extraction Method** - Contractor shall thoroughly clean carpet (i.e. carpeted area) using the water extraction method. Contractor shall begin the cleaning operation by removing all movable furnishings from the carpeted areas, placing the furnishings in an appropriate temporary location. All paper, gum, rubber bands staples, paper clips and other debris shall be removed from the carpeted area. The contractor shall then use a carpet vacuum to remove all surface soil and embedded grit. All spots and stains shall be treated with an approved spot cleaning solution and a soft bristle brush. Spot cleaning should continue until as much of the spot or stain as possible has been removed. Water extraction equipment shall be operated over the entire carpeted area. All instructions provided by the manufacturer of the water extraction equipment shall be followed. After allowing sufficient drying time, the Contractor shall vacuum the carpeted area following a pattern, which will give the carpet pile a uniform appearance. The contractor shall conclude the operation by replacing furnishings in their original locations.
- X. Clean Walls, Wall Cabinets & Partitions** - The Contractor shall spot clean walls, including light switches, wall cabinets, and partitions to remove dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances. The Contractor shall ensure that the walls, wall cabinets, and partitions are uniformly clean, and that there are no smudge spots on the wall overlaps, and that water/cleaning fluids are not spilled on the floor or adjacent areas.
- XI. Clean Glass Doors and Door Frames** - The Contractor shall spot clean doors, including door glass and handles and door frames to remove all dirt, cob webs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances. The Contractor shall ensure that water/cleaning fluids are not spilled on the floor or adjacent areas.
- XII. Clean Radiators** - the Contractor shall remove radiator cover (where applicable), brush and clean by wiping down with an approved cleaner. Where appropriate, while covers are removed, the surrounding floor area shall be stripped and waxed.
- XIII. Clean Ceiling Vents** - The Contractor shall dust and spot clean the ceiling vents and light fixtures to remove all dirt, particles, and cobwebs. The Contractor shall notify the State's designee of burned out light bulbs and loose or damaged ceiling tiles.
- XIV. Clean Furnishings** - The contractor shall spot clean all furnishings (i.e. furniture) such as desks, chairs, cabinets, display cabinets, counters, tables and other furnishings, including legs and bases as is appropriate to type. Furnishings shall be free from dust, particles lint, litter, stains

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

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

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

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

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

XIX. Clean Windows, Window Sills & Blinds - The Contractor shall dust and

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

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

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

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

XXIII. Clean Restrooms

Sinks, Toilets, Urinals, Exposed Plumbing – Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, toilet bowl mop, clean cloth and cleanser to completely clean and disinfect all exposed surfaces of sinks, toilets, urinals and exposed plumbing. The cleaning shall include the drying and polishing of all exposed hardware. The interior of the toilets, toilet seats and urinals shall be scoured using a bowl mop. After the interior has been scoured, the fixture shall be flushed and the water level followed down with a circular motion of the bowl mop to remove stains and chemical rings. After cleaning the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as flush valves, faucet valves and faucets shall be wiped dry and be free of streaks, spots, stains, etc. Toilet seats will be maintained in a safe condition. Inoperable or broken fixtures shall be immediately reported to the State's designee.

XXIV. Clear Sink, Urinal and Toilet Stoppages – The Contractor shall attempt to clear toilet and sink stoppages by use of a plunger or similar device. If the attempt to clear the stoppage(s) has failed the Contractor shall post an "Out of Order" sign on the sink, urinal or toilet stall door, and shall report the stoppage(s) to the State's designee. Where main sewer stoppages occur, the Contractor shall secure/lock the rest room, post an "Out of

Order" sign on the rest room door and immediately notify the State's designee.

XV. Clean Walls, Partitions, Door Frames and Door Handles – The Contractor shall spot clean walls, partitions (including the interior of toilet stalls and doors), door frames, and door handles to remove all dirt, cob webs, graffiti, grease, marks, blood, feces, stains, smears, mold and other foreign substances. The contractor shall ensure that water/cleaning fluids are not spilled onto floors or adjacent areas.

XVI. Clean and Disinfect Rest Room Floors – The Contractor shall begin the cleaning and disinfecting operation by sweeping floor with a treated dust mop or broom to remove all dirt, dust, trash, particles and other debris. The Contractor shall begin by removing all feces, blood and vomit and then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three (3) or four (4) minutes and then shall be agitated using a scrub brush or an abrasive pad. The cleaning solution shall be removed using a well-wrung mop or it may be squeegeed to the floor drain (where applicable). After being mopped the floor shall have a uniform appearance with no streaks, film, swirl marks detergent residue, mop strings. Grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks, or mop streaks left on fixtures, walls baseboards, trash receptacles, etc.

XVII. Clean Showers - Contractor shall use a germicidal detergent, a clean sponge, abrasive pad, clean cloth and cleanser to completely clean and disinfect all exposed surfaces and exposed plumbing. The cleaning shall include the drying and polishing of all exposed hardware. After cleaning the fixtures shall present a clean, bright, shiny appearance. Fixtures shall be free of all visible soil, scales, blood, feces, rust stains, scum, streaks, oily smudges, mineral deposits, and other foreign substances. All metal hardware such as faucets shall be wiped dry and be free of streaks, spots, stains, etc. Showerheads will be operational and mildew free. Inoperable or broken fixtures shall be immediately reported to the State's designee.

XVIII. Clean Locker Room Floors - The Contractor shall begin the cleaning and disinfecting operation by sweeping floor with a treated dust mop or broom to remove all dirt, dust, trash, particles and other debris. The Contractor shall begin by removing all feces, blood and vomit and then thoroughly wet the entire floor utilizing a wet mop, mop bucket and wringer and a germicidal disinfectant solution. The solution must be allowed to remain on the floor for three (3) or four (4) minutes and then shall be agitated using a scrub brush or an abrasive pad. The cleaning solution shall be removed using a well-wrung mop or it may be squeegeed to the floor drain (where applicable). After being mopped the floor shall have a uniform appearance with no streaks, film, swirl marks detergent residue, mop strings. Grout should be free of mold or other evidence of soil. The Contractor shall ensure that there are no splash marks, or mop streaks left on fixtures, walls baseboards, trash receptacles, etc.

- XIX. Clean Mirrors** - The Contractor shall remove all soil, streaks, smudges, film and foreign substances from the mirror surface and frame using an approved glass cleaner in a spray bottle and a clean cloth. Mirror surface shall be polished with a clean dry cloth so that it presents a uniform, clean appearance. Adjacent shelves shall be cleaned in the same manner.
- XX. Fill and Clean Paper Dispensers** - The Contractor shall refill all paper towel, toilet tissue, sanitary napkin and other paper dispensers to the proper fill level. The contractor shall also wipe clean the dispensers and adjacent surfaces with a germicidal detergent to remove all soil, marks, smudges, smears and other foreign substances. The Contractor shall report inoperative dispensers to the State's designee.
- XXI. Fill and Clean Soap Dispensers** - The Contractor shall refill all soap dispensers to their proper fill level, in accordance with the manufacturer's instructions. The Contractor shall also wipe clean the dispensers and adjacent surfaces and floors, removing any spills created during the refilling process or usage process. The Contractor shall check all dispensers for proper operation and shall report inoperative dispensers to the State's designee.
- XXII. Restroom Floors – Periodic: - Strip and Seal** - The Contractor shall strip and seal floors, with an approved sealer. No wax shall be applied. The floor shall be free of dirt, dust mold, streaks, marks, stains, cleaning solution residue, watermarks, cleaning equipment marks, splashing, dissolved/finished particles and other foreign substances. Walls, baseboards, and other surfaces shall be clean and free of watermarks, cleaning equipment marks and splashing. The Contractor shall ensure that baseboards, tile, fixtures and other equipment is not damaged, disfigured or impaired. The Contractor shall take the necessary precautions, including the display of "wet floor" signs to ensure that facility users are advised of wet/slippery floors.
- XXIII. Clean Ceiling Vents and Light fixtures – Periodic** - The Contractor shall thoroughly clean, using a germicidal disinfectant and clean sponge or clean cloth, the ceiling vent and light fixtures to remove all dirt, grease, particles, cob webs, and other foreign substances. The Contractor shall not use a hose or other methods to accomplish this task.
- XXIV. Clean Exterior – Remove Litter** - The Contractor shall collect and remove all litter and debris around the entryway(s). Litter/debris shall be placed into the appropriate exterior dumpster. No trash/litter/debris shall be left on the ground surrounding or on top of the container. The container shall be closed/locked at all times.
- XXV. Clean Exterior – Sweep Entryways, Walkways and Stairs** - The Contractor shall sweep the entryways, walkways and stairs to remove all dirt, debris and litter. The Contractor shall ensure that sweeping operations do not pose a hazard to users of the facility.
- XXVI. Clean Exterior – Handrails** - The Contractor shall spot clean handrails,

using a clean sponge or clean cloth and an approved cleaning solution to remove all dust dirt, cob webs, grease, oily film, fingerprints, stains, soils and other foreign substances.

XXVII. Clean Exterior – Trash Receptacles - The Contractor shall empty all exterior trash receptacles and replace liners. The interiors and exteriors of trash receptacles shall be free of trash, liquids, gum, grease and other foreign substances. Those trash receptacles, which are found to contain liquids or other substances, which could be the cause of odors, shall be washed out and dried before new liners are installed. The Contractor shall place the trash into the exterior dumpster/container located in the exterior trash enclosure. No trash will be left on the ground surrounding or on top of the container.

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

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

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

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

12. 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, 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 MAY 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 Sections #9 and #11 of this contract.

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

For 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

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

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

ASSESSMENT OF DAMAGES In the event that the CONTRACTOR provides unsatisfactory service(s) or fails to comply with the specifications, which has to be remedied by the use of State forces or by the use of other contractors; the State will assess 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. All parties will discuss the negotiation of damages. DAS Procurement Services will

Contract # 09PSX0232

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

make the final determination of assessed damages. (Reference Section #9 and #11 of the Contract document).

- 13. TRAINING** All training must be documented and approved by the agency prior to deployment of the contractor's personnel on the state premises. Untrained personnel shall not be admitted onto the state premises at any time.

The contractor is responsible for training personnel in meeting all necessary State, Federal and OSHA regulations. The training should include developing an appreciation for the role that the person plays in creating and maintaining a healthy environment in addition to the use of equipment, materials and methods. In addition, the cleaning supervisor and the employees shall be trained in fire safety, general hazards such as lead and asbestos & lead awareness trainings, as well as, in the proper mixing and applying of cleaning supplies. Documentation of this training program is to be submitted with the bid package. Failure to provide training program documentation may result in rejection of bid.

Contractor shall be required to provide proof of such training to the agency designee, for the employees assigned to the facility prior to commencement of the contract.

The Contractor is responsible for making all janitorial employees aware of emergency evacuation procedures.

- 14. SUB-CONTRACTING** If using a Sub-Contractor, the Contractor shall be responsible for the quality of the delivered services and shall be responsible for ensuring that any subcontractor used complies with all terms and conditions of this agreement.

In the event that the Agency determines that services performed or materials furnished by the Contractor are defective or not in conformance with the contract specifications, the Agency shall order the Contractor, in writing, to correct the non-conforming condition(s) within 3 days. Failure to comply shall give the Agency authority to correct the condition(s) by other means and the State will assess Contractor the full amount expended to correct the deficiencies.

Exhibit A-1

Cleaning services will extend to the entire Troop E facility and the front steps excluding exterior grounds (landscaping).

Cleaning personnel will be at the Troop E facility on a five (5) day a week basis, Monday-Friday. Hours of work must be acceptable to the Agency schedule.

This is a secured facility:

All Contractors' employees must have security approval of this Agency prior to starting work. They will be subject to a background investigation including fingerprints (state and federal). Awarded Contractor must submit the employee information required by the Agency upon contract award. Contractor to include contingency employees who may be utilized to cover absenteeism. Contractor responsible for cost of fingerprint check.

No contractor employee will be admitted to the facility without a completed background check.

All labor must be fully covered by Workman's Compensation and Public Liability Insurance Certificate of insurance as needed.

The contractor must supply all material and equipment needed except for trash bags and paper goods. Storage of needed materials will be stipulated by the Troop E Commander or his designee.

Daily Service:

1. Sweep all resilient tile floor areas using treated dust mop as required. Damp mop significantly soiled areas as needed.
2. Vacuum all carpeted areas.
3. Empty all wastebaskets, trash cans, recycled paper receptacles and remove contents to proper dumpsters.
4. Dust all office furniture and equipment, sills, molding and countertops. Damp wipe with a clean cloth and disinfect as necessary.
5. Clean and sanitize all lavatory facilities and cellblock areas, which include: toilet bowls, seats, urinals, sinks and cell bunks. Damp wipe with a clean cloth partitions and back splash areas and disinfect with a germicide solution as necessary. Clean and polish all chrome and mirrors. Wash walls as needed.
6. Damp mop and disinfect with a germicide solution all lavatory floor areas.
7. Damp mop and disinfect with a germicide solution locker room floors.
8. Clean and sanitize with a germicide solution kitchen counters and sink. Clean refrigerator, microwave oven and stove as needed.

Contract # 09PSX0232

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

9. Replace hand towels, toilet tissue and hand soap dispensers. (supplies to be furnished by the Agency)
10. Clean glass between lobby and dispatch area and within lobby vestibule area.
11. Spot clean carpeting as needed.
12. Replace all burned out bulbs and tubes in lighting fixtures as needed. (bulbs and tubes to be furnished by the Agency)
13. Empty paper shredder and deposit in proper dumpster.
14. Police front steps and immediate area for cigarette butts and trash
15. Sweep front steps and remove snow as needed.

Weekly Services:

1. Clean window blinds
2. Polish woodwork and doors
3. Damp mop and spray buff resilient tile flooring to provide an acceptable finish and shine.
4. Clean HVAC system ceiling grates.

Monthly Services:

1. Sweep, mop, wax and buff all resilient tile floors. Floors to be stripped and waxed as required.

Bi-Annual Services:

1. Wash all windows inside and out.
2. Shampoo all carpeting.
3. Strip, wax/seal and buff resilient tile floors utilizing a manufacturer's approved method and material in order to protect surfaces from damage and provide a high gloss acceptable shine.

Janitorial Services Defined:

- A. Empty Wastepaper Containers: Empty all wastepaper baskets and waste containers and deposit at designated dumpster locations. Keep waste containers clean and sanitary by use of can liners and periodic disinfecting as needed.
- B. Clean Glass: Use an approved glass cleaner and dry towel. Remove fingerprints and smears from door and partition glass.
- C. Vacuum Carpets: Completely vacuum all areas of exposed carpet within a room, including under desks, using an approved vacuum.
- D. Dust Furniture: Use a clean rag treated with an approved material or other suitable device. Wipe off all surfaces of hard furnished furniture.

Contract # 09PSX0232

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

- E. Damp Mop Floor: Use a clean strained mop and approved sanitizing solution. Damp mop all exposed areas of floor surface, including under desks. Wring out mop so that it does not drip where damp mop is called for. Use "wet floor" signs as needed.
- F. Clean Plumbing Fixtures: Plumbing fixtures included mirrors, commodes, was basins, urinals, shower stalls and their exposed piping and valves. Clean all surfaces using an approved solution, and wipe dry. Shower stall floors shall be cleaned using an approved detergent and germicide. Polish chrome and brass as needed.
- G. Clean Floors:
 - 1. Vinyl Tile: Use the spray buff method with an approved floor finish material.
 - 2. Brick or Concrete: Use a clean mop with an approved detergent. Rinse with clear water and clean mop. Mop should be dry enough not to drip.
 - 3. When stripping waxed floors, care should be taken, as stripper splashed on walls will require repainting.
- H. Window Washing - - Interior and Exterior: Use a sponge or window brush and squeegee with an approved solution. Sponge or brush all window surfaces. Squeegee dry and use rag to pick up all water drips. Leave all surfaces dry.
- I. Venetian Blinds: Use only a soft bristle brush: dust each side. Do not use any type of cleaner solution on blinds.
- J. Shampoo Carpets: Use materials and equipment recommended by carpet manufacturer and as approved. (NOTE: Different areas of carpet may require different methods for cleaning.)
 - 1. Furnish waterproof material placed under legs or pedestals of furniture set on damp carpet. Remove after carpet has dried.
 - 2. Move all furniture except file cabinets for shampooing of carpets.
 - 3. After shampooing carpets, wipe all wall or furniture surfaces that have been spotted.

EXHIBIT A.2

APPA CUSTODIAL SERVICE

LEVEL 2

Level 2 is the level at which cleaning should be maintained. Lower levels for washrooms, changing/locker rooms, and similar type facilities are not acceptable.

- Floors and base moldings shine and/or are bright and clean. There is no buildup in corners or along walls, but there can be up to two days worth of dirt, dust, stains, or streaks
- All vertical and horizontal surfaces are clean, but marks, dust smudges and fingerprints are noticeable with close observation
- Washroom and shower tile and fixtures gleam and are odor-free. Supplies are adequate.
- Trash containers are empty, clean and odor-free.

Contract # **09PSX0232**

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

EXHIBIT A.3

PROPOSED EMPLOYMENT DATA FORM

List employee titles and wages here:

Janitor - \$10.00 per hour

Estimated Number of each Employee (with title) here:

One Janitor

Estimated Hours needed to complete services (with title) here:

Janitor – 5 hours per day

List Designee here:

Contract # 09PSX0232

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

EXHIBIT A.4

SUPPLY LIST FORM

Supplies to be provided by Troop E, Montville

Contract # **09PSX0232**

Bid Contract - Exhibit A - Description of Goods and Services-NEW 1/09

EXHIBIT A.5

TRAINING DOCUMENTATION FORM

On file with Contract Award documentation.

STATE OF CONNECTICUT

PROCUREMENT DIVISION

EXHIBIT B

BID NO 09PSX0232

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

PRICE SCHEDULE for 09PSX0232
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DELIVERY: Per instructions from Montville, Troop E

Page 1 OF 1

TERMS:	CASH DISCOUNT: % Days
BIDDER NAME: CW Resources (via CCPA)	

ITEM #	DESCRIPTION OF COMMODITY AND/OR SERVICES	QUANTITY	UNIT OF MEASURE	UNIT PRICE	TOTAL PRICE
1	Daily Services	248	ea	52.08	12,915.84
2	Weekly Services	52	ea	21.71	1,128.92
3	Monthly Services	12	ea	108.00	1,296.00
4	Bi-Annual Services	2	ea	432.00	864.00

16,204.76
per year

PRICE SCHEDULE

MINIMUM/STANDARD WAGE RATES:

The only price adjustments allowable in this contract will be for the adjustment of Minimum Wage and Standard Wages paid to employees during the life of the contract to meet those wage rates. This Adjustment will be calculated based on the figure supplied with the bid in Exhibit A.3.

Such increase requests shall be made in writing to the agency with a copy to Aimee Cunningham, DAS procurement Services, 165 Capitol Ave. Hartford, CT 06106. Increase requests will be deemed acceptable only if consistent to the escalation of the wage rates documented by the CT Department of Labor (DOL). In the event the awarded contractor's hourly rates exceed the most current posted D.O.L Minimum or Standard Rates, the request will not be acceptable until the most current D.O.L Minimum or Standard Rates exceed the awarded hourly rate. Current Minimum and Standard Wage Rates for Certain Service Workers may be viewed by visiting www.ct.dol.state.ct.us

EXHIBIT C

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political

Contract # 09PSX0232

Bid Contract – Exhibit C – SEEC Form 11 - NEW 1/09

subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

Contract # 09PSX0232

Bid Contract – Exhibit C – SEEC Form 11 - NEW 1/09

serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

EXHIBIT D
Federal Wage Scales (Federally funded bids only)

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EXHIBIT E
CONNECTICUT Standard/Prevailing Wage Scales (When Applicable)

Information on file