



Contract Number:26PSX0119
Custodial Services at
1320 Main Street, Willimantic, Connecticut

State of Connecticut
AND
TO BE DETERMINED UPON AWARD

This contract (the "Contract") is made by and between, TO BE DETERMINED UPON AWARD (the "Contractor") and the State of Connecticut, acting by its Department of Administrative Services ("DAS") in accordance with sections 4a-2 and 4a-51 of the Connecticut General Statutes.

The Contractor and the State agree as follows:

1. Definitions

The following definitions apply in this Contract, except to the extent modified in Exhibit A, Deliverables Document, in which case Exhibit A, Deliverables Document controls.

a. Business Day

A day of the week recognized by the Client Agency as a workday, exclusive of Saturdays, Sundays and any State or federal holiday.

b. Claims

All actions, suits, claims, demands, investigations, and proceedings of any kind, open, pending, or threatened, whether mature, un-matured, contingent, known or unknown, at law or in equity in any forum.

c. Client Agency

The state of Connecticut, Department of Social Services, who is authorized and chooses to make purchases under and pursuant to the terms of this Contract.

d. Client Agency Data

Any data or information of the Client Agency that Contractor receives or creates by any means and in any form in connection with this Contract, Deliverables or Performance, including data and information with respect to any one or more of the following: databases, systems, operations, facilities, and regulatory compliance.

e. Confidential Information

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

f. Confidential Information Breach

Generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way

compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the State; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the Client Agency, the Contractor, or State.

g. Contractor Parties

Contractor's members, principals, directors, officers, shareholders, partners, managers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity or with whom Contractor contracts to Perform under this Contract in any capacity.

h. Corrective Action Plan, or CAP

A detailed written plan produced by Contractor at the request of the Client Agency to correct or resolve a Breach identified by the Client Agency in accordance with the Breach Section of this Contract.

i. Deliverable

Each (1) Good, Service, or fulfillment of Performance; and (2) warranty of a Deliverable(s) that is listed in the Pricing Schedule or provided by Contractor as an element of Contractor's overall approach and solution to the requirements of this Contract. Any one of them or a combination of any of them may be developed or produced by Contractor or by a third party as a supplier or subcontractor to Contractor.

j. Deliverables Document

Exhibit A and Attachment 1, Task Schedule Checklist, Attachment 2, Inspection Form, and Attachment 3, Reporting Structure which sets forth and describes the Deliverables that are to be provided or made available to the State under this Contract or in a Statement of Work, as applicable, and the specific requirements and terms applicable to those Deliverables.

k. Environmentally Preferable

"Environmentally Preferable" has the same meaning as provided in Conn. Gen. Stat. § 4a-67h, as it may be amended.

l. Force Majeure Event

Strikes, lockouts, riot, sabotage, rebellion, insurrection, acts of war, acts of terrorism, failure of or inadequate permanent power, fire, flood, earthquake, epidemics, natural disasters, and acts of God.

m. Goods

All things which are movable, including, but not limited to, supplies, materials, equipment, hardware, software, specially manufactured things, a component incorporated into another thing and things that are attached to real property and that may be severed from the real property without material harm to the things.

n. Perform

All acts and things of the Contractor and Contractor Parties, severally and collectively, that are

necessary or appropriate to fulfill or accomplish this Contract fully, including the Deliverables and all other Contract obligations. The word "Perform" includes all parts of speech.

o. Price Schedule

Exhibit B to this Contract which when read in conjunction with Exhibit A, Deliverables Document, lists the Deliverables available under this Contract and establishes the components, unit pricing and price schedules for each Deliverable.

p. Purchase Order

A written or electronic document that the Client Agency issues for one or more Deliverables in accordance with the terms of this Contract.

q. Records

All working papers and such other information and materials furnished or prepared by the Contractor in Performing including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries, memoranda and correspondence, kept or stored in any form.

r. Services

The labor or work, necessary or appropriate for the Contractor to Perform.

s. Site

Location(s) specified by the Client Agency where Deliverables are to be installed, Services rendered, or materials furnished.

t. Solicitation

A State request, in whatever form issued, inviting bids, proposals or quotes for Deliverables, typified by, but not limited to, an invitation to bid, request for proposal, requests for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of DAS. The Solicitation is incorporated into and made a part of this Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposal is not incorporated into this Contract in its entirety, but, rather, it is incorporated into this Contract only to the extent specifically stated in Exhibit A, Deliverables Document.

u. Solicitation Response

A submittal in response to a Solicitation.

v. Specifications

Contractor's published technical and non-technical detailed descriptions of each Deliverable's capabilities, or intended use or both, as more fully set forth in this Contract or a Statement of Work, as applicable.

w. State

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

x. Statement of Work ("SOW")

Statement issued in connection with a Purchase Order for a Deliverable available under this Contract which sets forth all work and payment requirements for Contractor's Performance in connection with said Purchase Order.

y. Term

The original term of this Contract plus any extensions exercised under this Contract.

z. Termination

An end to this Contract prior to the end of its Term.

aa. Title

All ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Deliverable.

2. Term of Contract; Contract Extension

This Contract will be in effect from August 1, 2026 (the "Effective Date") through July 31, 2029. DAS, in its sole discretion, may extend this Contract for additional terms beyond the Term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original Term.

3. Description of Deliverables

The Contractor shall Perform as set forth in Exhibit A, Deliverables Document.

4. Environmentally Preferable Products

- a. If Contractor is providing Environmentally Preferable products (EPP) under this Contract, then, as to those products only, the Contractor shall throughout the Term: (1) maintain those Deliverables in continuous compliance with applicable EPP standards or guidelines as identified in the Solicitation and in Exhibit A, Deliverables; (2). use products that are energy-efficient, water-efficient, recycled-content, recyclable, biodegradable, low-toxicity, avoid known health risks, conserve natural resources, or are otherwise environmentally preferable, as applicable; and (3) minimize environmental impacts associated with packaging, transportation, use and disposal.
- b. No later than 10 Business Days after receiving the State's written request, Contractor shall deliver documentation validating that products represented as EPP comply with EPP standards, which documentation may include manufacturer certifications or product specifications. The State shall review the documentation and notify the Contractor whether it has or has not approved the form and content of such documentation validating EPP compliance. If the State determines not to approve the documentation, then the State shall in its notification to Contractor, explain the deficiencies in the documentation and identify the modifications or additions to the documentation that are necessary for the State to approve the documentation. The process of delivery by the Contractor and review by the State of the documentation continues until the State approves the documentation.

5. Price Schedule, Payment Terms and Billing

- a. Price Schedule:

Price Schedule under this Contract is set forth in Exhibit B, Price Schedule.

b. Payment Terms and Billing:

1. 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 this Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or twenty-five (25) 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.
2. The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH") or through the State of Connecticut Purchasing Card Program ("P-Card Program or P-Card") in accordance with sections 4-98(c) and 42-133ff(a) of the Connecticut General Statutes. Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: <http://www.osc.ct.gov/vendor/directdeposit.html>.
3. Contractor shall be equipped to receive orders issued by the Client Agency using the P-Card Program. The Contractor shall be responsible for the credit card user-handling fee associated with P-Card Program purchases. The Contractor shall charge the P-Card upon acceptance of Goods delivered to the Client Agency or Deliverables accepted.
4. Questions regarding the state of Connecticut P-Card Program may be directed to the Procurement Card Program Administrator at DAS.PCardAdmin@ct.gov.
5. The Price Schedule will be adjusted to reflect any increase in the standard or minimum wage rates that may occur during the Term of this Contract as mandated by State law and in accordance with the terms of this Section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State substantiating the amount of any increase in Contractor labor costs as a result of changes to the standard or minimum wage rates within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.

6. Reserved

7. Standard Wages

Contractors shall comply with all provisions of section 31-57f of Connecticut General Statutes, Standard Wage Rates for Certain Service Workers and shall pay wages in accordance with the current wage rates provided by the Connecticut Department of Labor. Information regarding this Statute and how and when it applies can be obtained from Connecticut Department of Labor's website at <https://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or the designated representative. A link to the Standard Wages can be reached at:
<https://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm>

8. Order and Delivery

The Contractor shall Perform in accordance with Exhibit A, Deliverables Document and at the prices set forth in Exhibit B, Price Schedule. Except as it may otherwise be set forth in Exhibit A, Deliverables Document or Exhibit B, Price Schedule, as applicable, the Contractor shall deliver the Goods free on board ("F.O.B"). wherever specified by the Client Agency in its Purchase Order or in another communication to Contractor.

Subject to the Sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, this Contract shall bind the Client Agency to order the Deliverables from the Contractor, and to pay for the accepted Deliverables in accordance with Exhibit B, Price Schedule.

9. Purchase Orders

- a. This Contract itself is not an authorization for the Contractor to begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued Purchase Order against this Contract for Performance.
- b. The Client Agency shall issue a Purchase Order against this 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 Performing 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.

10. Delivery

- a. Delivery shall be made as ordered and in accordance with this Contract. Unless otherwise specified in this 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 this 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 this Contract.
- d. All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

11. Time of the Essence

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

12. Waiver

- a. No waiver of any Breach of this Contract shall be interpreted or deemed to be a waiver of any other or subsequent Breach. All remedies afforded in this Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in this Contract or at law or in equity.
- b. A party's failure to insist on strict performance of any provision of this 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. Goods: Standards and Appurtenances and Inspection

- a. Standards and Appurtenances

Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in this Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under this Contract. Where this 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.

- b. Inspection

The Commissioner of DAS, in consultation with 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 this Contract. If any Goods fail in any way to meet the Specifications in this Contract, the Client Agency or the Commissioner of DAS 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.

14. Emergency Standby for Deliverables

If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, DAS and the Client Agency may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have.

Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut P-Card Program. If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then DAS and the Client Agency may procure the Performance from another source without further notice to Contractor and without

creating any right of recourse at law or in equity against DAS or Client Agency.

15. Data: Access

Access to Contract and State Data

The Contractor shall provide to the Client Agency access to any data, as defined in Conn. Gen Stat. Sec. 4e-1, concerning this Contract and the Client Agency that are in the possession or control of the Contractor upon demand and shall provide the data to the Client Agency in a format prescribed by the Client Agency and the State Auditors of Public Accounts at no additional cost.

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

- b. The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this Section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this Section.

17. Reserved

18. Worker Retention

Contractor shall retain the employees of the existing Contractor pursuant to Connecticut General Statute § 31-57(g) and Connecticut General Statute § 4a- 82(o). Proposers may contact the current janitorial service provider or the Service Employees International Union (SEIU) Representative, at 8605608674 (if applicable) for a seniority list which contains the employee's information; name, date of hire, salary and employment occupation classification of each person currently employed at the Facilities location by the existing Contractor.

19. Working and Labor Synergies

The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties, 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 this Contract.

20. Background Checks

The Contractor and Contractor Parties shall submit to and incur the cost of fingerprint supported federal and state criminal history background checks as may be required by the State, the State of Connecticut Department of Emergency Services and Public Protection, or as provided for in any State document that 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.

21. Contractor Guaranties

- a. Contractor shall:
 1. Perform fully under this Contract;
 2. 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;
 3. Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the Site, Goods, the Contractor's work or that of Contractor Parties;
 4. With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices.
 5. 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

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

22. Representations and Warranties Regarding Motor Vehicles

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

- a. it is the owner of record or lessee of record of each such motor vehicle used in the Performance of this 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 this 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 this 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 intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more 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. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject

out-of-service order is in effect.

23. Sales and Use Report

Upon the State's written request, Contractor shall deliver a sales and use report on a quarterly basis, in form and content as pre-approved by DAS or the Client Agency. The Contractor shall deliver the report within ten (10) days following the end of each calendar quarter. The Contractor shall provide the Client Agency with any additional reports as the Client Agency may request from time to time within ten (10) days following receipt of the Client Agency's written request. Timely submission of these reports is a material requirement of this Contract. All Title and property rights and interests in and to the reports and the data in the media containing the reports at all times is and will always remain vested in the State. At no time will Contractor have Title to such reports, data or media, wherever located. Accordingly, the Client Agency shall have a perpetual, irrevocable, non-exclusive, transferable right to display, modify, copy and otherwise use the reports, data, and information provided under this Section.

24. Breach

- a. If one party (the "Non-breaching Party") determines that the other (the "Breaching Party") has failed to comply with any of the Breaching Party's corresponding Contract obligations (a "Breach"), then the Non-Breaching Party shall provide written notice of such failure to the Breaching Party in accordance with this Contract. The Non-breaching Party must provide the Breaching Party an opportunity to remedy the Breach within thirty (30) calendar days from the date of the notice. However, if Contractor is the Breaching Party, then the Client Agency may set forth any remedy period in the notice, so long as that period is otherwise consistent with the provisions of this Contract. The period set forth in the notice is known as the "Remedy Period." The Non-Breaching Party shall extend the Remedy Period if it is satisfied that the Breaching Party is making a good faith effort to remedy the Breach, but the nature of the Breach is such that it cannot be remedied within the Remedy Period.
- b. If the Client Agency determines that the Contractor has committed a Breach, then the Client Agency may require the Contractor to, and Contractor shall, prepare and submit to the Client Agency a CAP in connection with the identified Breach. Contractor shall provide in the CAP a detailed explanation of the deficiencies and other factors that contributed to the cited Breach, Contractor's assessment or diagnosis of Breach (identifying the deficiencies and factors in reasonable detail, with references to the applicable Specifications), and a specific proposal to remedy or resolve the Breach. Contractor shall submit the CAP to the Client Agency within (10) Business Days following the Client Agency's request for the CAP for the Client Agency's review and approval. Within (10) Business Days of receiving the CAP, the Client Agency must either approve the CAP, or reject it by delivering to Contractor a written explanation for the rejection. If the Client Agency fails to accept or reject the CAP within the (10) Business Days, then the CAP is deemed to have been approved, without more. The Client Agency's explanation for the rejection must include suggestions for changes to the CAP and the Contractor shall address the suggestions in such a manner to make it likely that the Client Agency will approve the CAP when the Contractor re-submits it to the Client Agency for review and approval. If the Client Agency rejects a CAP, then the parties will repeat this submittal and review process until the earliest of one of the following: (1) the Client Agency accepts a CAP, (2) the Client Agency waives its right to receive a CAP, (3) Contractor remedies the Breach, (4) the Client Agency waives the Breach, or (5) the Client Agency makes a determination to Terminate this Contract. After the first rejection, each of the parties will have (5) Business Days, instead of (10) Business Days, within which to review the CAP. Each subsequent revision and review will be for up to (3) Business Days each instead of (10) or (5) Business Days.
- c. If the Client Agency determines that the Contractor has Breached this Contract, then the Client Agency may withhold payment in whole or in part for any amounts due pending resolution of the Performance issue, provided that the Client Agency notifies Contractor in writing prior to the date

that the payment would have been due.

- d. For purposes of the Client Agency determining whether there is a Breach under this Contract, or whether any statement in the Representations and Warranties Section of this Contract is false or misleading, the parties deem the acts of the Contractor Parties to be the acts of the Contractor itself, as if the Contractor itself was the subject of the acts which the Client Agency considers in determining if there was a Breach, or an instance of false or misleading statements, or both.
- e. The written notice of the Breach may include an effective Termination date. If the identified Breach is not remedied by the stated Termination date, unless otherwise modified by the Non-breaching Party in writing before such date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Termination date, then the Non-breaching Party shall provide the Breaching Party no less than twenty-four (24) hours' prior written notice before terminating this Contract.
- f. Notwithstanding any provisions in this Contract, DAS may terminate this Contract with no Remedy Period for Contractor's Breach or violation of any of the representations or warranties in this Contract and revoke any consent to assignments given as if the assignments had never been requested or consented to, without liability to Contractor or Contractor Parties or any third party. Termination under this Breach Section is subject to the provisions of the Termination Section of this Contract. In case of such revocation or Termination, the Client Agency will have no liability or responsibility to Contractor or Contractor Parties or any third party, or any of them, resulting from the Termination or revocation.
- g. None of the State's rights under this Breach Section diminishes the State's rights under the Termination Section of this Contract.

25. Termination

- a. Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate this Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of Termination pursuant to this Section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under this Contract prior to such date.
- b. Notwithstanding any provisions in this Contract, either party, through a duly authorized employee, may, after making a written determination that the other party has Breached this Contract and has failed to remedy the Breach, Terminate this Contract in accordance with the Breach Section of this Contract.
- c. Notices of Termination must be sent certified in accordance with the Notice Section of this Contract. Upon receiving the Termination notice from DAS, the Contractor shall immediately modify or discontinue all Performance affected in accordance with the terms of the notice, undertake commercially reasonable efforts to mitigate any losses or damages and deliver to DAS or the Client Agency (as directed in the notice) all Records. The Records are deemed to be the property of the State and the Contractor shall deliver them to DAS or the Client Agency (as directed in the notice) no later than thirty (30) days after the Termination of this 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. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and Purchase Orders and shall not enter into any further subcontracts, Purchase Orders or commitments.

- e. The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, Deliverables Document or a SOW, as applicable, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency will not tender to the Contractor any payments for anticipated or lost profits. Upon request by the Client Agency, the Contractor shall assign to the Client Agency, or any replacement contractor which the Client Agency designates, all subcontracts, Purchase Orders and other commitments, deliver to the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency (as directed in the notice) may request.
- f. Upon Termination of this Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the Sections which survive Termination. All representations, warranties, agreements and rights of the parties under this Contract shall survive such Termination to the extent not otherwise limited in this Contract and without each one of them having to be specifically mentioned in this Contract.
- g. Termination of this Contract pursuant to this Section shall not be deemed to be a Breach of contract by DAS or the Client Agency.

26. Continued Performance

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

27. Open Market Purchases

Failure of the Contractor to Perform within the time specified in this Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as this Contract provides or allows, constitutes a Breach of this Contract and as a remedy for such Breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Terminate this 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, Price Schedule and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Terminate this Contract, the Client Agency will deduct such open market purchases from this Contract's 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.

28. Setoff

The State, in its sole discretion, may setoff and withhold (1) any costs or expenses including but not limited to costs or expenses such as overtime, that the State incurs resulting from the Contractor's unexcused Breach under this Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts of whatever nature 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 this Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff and to withhold shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' Breach of this Contract, all of which shall survive any setoffs and withholdings by the State.

29. Cross-Default

- a. If the Contractor or Contractor Parties Breach, default or in any way fail to Perform satisfactorily under this 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 this 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 this 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 this 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 this Contract.

30. Sovereign Immunity

The parties acknowledge and agree that nothing in this 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 this Contract. To the extent that this Section conflicts with any other Section, this Section shall govern.

31. Representations and Warranties

Contractor represents and warrants to the State for itself and, as applicable, the Contractor Parties that:

- a. each is a duly and validly existing under the laws of each such entity's respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by this Contract. Further, as appropriate, each has taken all necessary action to authorize the execution, delivery and Performance of this Contract and have the power and authority to execute, deliver and Perform its obligations under this Contract;
- b. each will comply with all applicable State and Federal laws and municipal ordinances in satisfying its obligations to the State under and pursuant to this Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics; Title 4a, Chapter 51 concerning State purchasing; and (3) Title 22a, Chapter 446c, section 22a-194a concerning the use of polystyrene foam;
- c. the execution, delivery and Performance of this 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 any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- d. each is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- e. as applicable, each has not, within the three years preceding the Effective Date of this 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 this 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 or property, making false statements, or receiving stolen property;

- f. each is 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 notified DAS in writing whether they have had any contracts with any governmental entity Terminated for cause within the three (3) years preceding the Effective Date;
- h. none has employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure this Contract and it has 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 this Contract or any assignments made in accordance with the terms of this Contract;
- i. to the best of each entity's knowledge, there are no Claims involving 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 this Contract;
- j. each shall disclose, to the best of its knowledge, to the State in writing any Claims involving it that would be required disclosure on Form 8-K of the Securities Exchange Act of 1934 no later than ten (10) calendar days after becoming aware or after it should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the State, the ten (10) calendar 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. each entity's participation in the Solicitation 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 proposal submitted by Contractor in response to the Solicitation was not made in connection or concert with any other person, entity or proposer, including any affiliate (as defined in the Tangible Personal Property Section of this Contract) of the proposer, submitting a proposal for the same Solicitation, and is in all respects fair and without collusion or fraud;
- m. each is able to Perform under this Contract using their own resources or the resources of a party who has not submitted a proposal;
- n. if Contractor does not have plenary authority to make the representations and warranties in this Section, as applicable, on behalf of Contractor Parties, then Contractor shall enter into a written contract with Contractor Parties, in which contract Contractor Parties shall make all of the applicable representations and warranties in this Section;
- o. each has paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut; they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- p. none owes unemployment compensation contributions;
- q. none is 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;

- r. all of each entity's vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- s. each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms of this Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from DAS or the Client Agency, such information as DAS or the Client Agency may require to evidence, in their sole determination, compliance with this Section;
- t. each either owns or has the authority to use all the Deliverables;
- u. to the best knowledge of Contractor, the Deliverables do not infringe or misappropriate any patent, copyright, trade secret or other intellectual property right of a third party;
- v. to the best knowledge of Contractor, the Client Agency's use of any Deliverables in a manner consistent with this Contract shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- w. if any party shall procure any Deliverables, they shall sublicense such Deliverables and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Deliverables; and
- x. each shall assign or otherwise transfer to the Client Agency or afford the Client Agency the full benefits of any manufacturer's warranty for the Deliverables, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

32. 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 this Contract, in order to give full effect to this Contract and to carry out the intent of this Contract.

33. 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' prior written approval.

34. 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' 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 this Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS' 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 this Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under this Contract until Performance is fully completed.

35. Contractor Responsibility

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

36. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Client Agency. It is the responsibility of Contractor to understand and adhere to the Client Agency's policies and procedures prior to entering the Client Agency Site to Perform under this Contract.

37. Disclosure of Contractor Parties Litigation

Contractor shall require that all Contractor Parties, as appropriate, disclose in writing to 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 this Contract, no later than ten (10) calendar days after becoming aware of or after they should have become aware of any such Claims.

38. Protection of Confidential Information

- a. Contractor and Contractor Parties have a duty to and shall, at their own expense, protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with the highest current industry standards and best practices, as they may be amended from time to time.
- b. Contractor and all Contractor Parties shall develop, implement and maintain a comprehensive written information security policy for the protection of Confidential Information that meets or exceeds current industry standards and best practices as they may be amended from time to time. The safeguards contained in the written information security policy must meet or exceed the standards for the protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and State law and in written policy of the Client Agency or DAS concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 1. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;

2. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept and an auditable electronic system of logging and tracking the viewing, accessing or both of Confidential Information;
 3. A process for reviewing policies and security measures at least annually;
 4. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 5. Encrypting of Confidential Information that is stored on laptops, portable devices and storage media or that is being transmitted electronically.
- c. Contractor and Contractor Parties shall notify DAS, the Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than the next Business Day, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred which, in the sole opinion of the Client Agency after consultation with the Attorney General, constitutes a breach of security as defined in Connecticut General Statutes, § 36a- 701b, or otherwise (Breach), the Contractor shall, within three (3) Business Days after the notification, present a credit monitoring and protection plan to the Commissioner of DAS, the Client Agency, and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring and protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to, reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Breach. Neither Contractor's nor any Contractor Party's costs and expenses for the credit monitoring and protection plan shall be recoverable from DAS, the Client Agency, or any State of Connecticut entity or any affected individuals and shall be outside of any liability cap or limitation contained in this Contract.
- d. Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- e. Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to the provisions of this Contract concerning the obligations of the Contractor to the Client Agency or DAS.

39. Confidentiality; Non-Disclosure

The State shall exercise at least the same degree of care to safeguard any trade secrets or confidential information of Contractor as the State does its own property of a similar nature and shall take reasonable steps to ensure that neither the confidential information of Contractor nor any part of it will be disclosed for reasons other than its own business interests. Such prohibition on disclosures does not apply to disclosures by the State to its employees, agents or representatives, provided such disclosures are reasonably necessary to the State's use of the Deliverable, and provided further that the State will take all reasonable steps to ensure that the Deliverable is not disclosed by such parties in contravention of this Contract. The State's performance of the requirements of this Section shall be subject to the State of Connecticut Freedom of Information Act ("FOIA").

All Records, Client Agency Data, and any Data owned by the State in any form, in the possession of the Contractor or Contractor Parties, whether uploaded, collected, stored, held, hosted, located or utilized by Contractor and Contractor Parties directly or indirectly, must remain within the continental

United States.

40. Disclosure of Records Concerning Governmental Functions

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

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

- a. The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the Performance of this Contract.
- b. Contractor shall maintain, and shall require each Contractor Party to maintain, accurate and complete Records. Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State and its agents.
- c. The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty- four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
- d. Contractor shall pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a Breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract.
- e. Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (1) final payment under this Contract, or (2) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- f. Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- g. Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

42. Indemnification

- a. 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) third party Claims arising, directly or indirectly, in connection with this Contract; 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 or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. The Contractor's obligations under this Section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights that may be included in the Deliverables or Performance, other proprietary rights of any person or entity, copyrighted or non-copyrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the Performance.

- b. The Contractor shall not be responsible for indemnifying, defending or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- c. The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- d. The Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.
- e. The Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract.
- f. This Section shall survive the Termination of this Contract and shall not be limited by reason of any insurance coverage.

43. Forum and Choice of Law

The parties deem this Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of this 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.

44. Assignment

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

45. Tangible Personal Property

- a. Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
 1. For the Term, 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 with the State under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 2. A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 3. Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in this Contract if any, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 4. Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 5. Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in this Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under Chapter 219 of the Connecticut General Statutes.
- b. For purposes of this Section of this Contract, the word "Affiliate" means any person, as defined in section 12-1 of the Connecticut 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 percent of the voting securities of the other person. The term "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- c. 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. Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

46. Americans with Disabilities Act

Contractor represents that it and Contractor's Performance complies, and during the Term, shall comply with the Americans with Disabilities Act of 1990, as amended, 42 U.S.C. §§12101 et seq, and with all other applicable federal and State laws concerning accessibility and nondiscrimination on the basis of disability. Failure of Contractor to satisfy this standard either now or during the Term, constitutes a material breach of the Contract and entitles the State to exercise all remedies available under the Contract, the law and in equity. Contractor shall indemnify, defend and hold the State harmless from any liability that may be imposed upon the State as a result of any failure of Contractor to be in compliance with the Americans with Disabilities Act.

47. Reserved

48. Executive Orders and Other Enactments

- a. All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its Term, or that may be made applicable to the Contract during its Term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to Perform under this Contract if it chooses to contest the applicability of the Enactments or the State's authority to require compliance with the Enactments.
- b. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- c. This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

49. Non-Discrimination

- a. For purposes of this Section, the following terms are defined as follows:
 1. "Commission" means the Commission on Human Rights and Opportunities;
 2. "Contract" and "contract" include any extension or modification of the Contract or contract;
 3. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
 4. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose;
 5. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
 6. "good faith effort" includes, but is not limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
 7. "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
 8. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
 9. "minority business enterprise" means any small contractor; (1) fifty-one per cent or more of

- the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
10. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

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

- b. The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to ensure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this Section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public

works projects.

- c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; the timing and value of bids; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State, and in every subcontract entered into in order to fulfill any obligation of a public works contract, and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- g. Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

50. Whistleblower Provision

This Contract may be subject to the provisions of section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of such statute, Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with 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.

51. Summary of State Ethics Laws

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for Termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

52. Campaign Contribution Restriction

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

53. Reserved

54. Reserved

55. Force Majeure

- a. The parties shall not be excused from their respective Contract obligations except in the case of Force Majeure Events and as otherwise provided for in this Contract.
- b. If a Force Majeure Event prevents a party from complying with any obligation or satisfying any conditions under this Contract, then that failure to comply will not constitute a Breach if (A) that party uses reasonable efforts to comply; (B) that party's failure to comply is not due to its failure to (i) take reasonable measures to protect itself against Force Majeure Events or (ii) develop and maintain a reasonable contingency plan to respond to Force Majeure Events; and (C) that party complies with its obligations under subsection (c) of this Section.
- c. If a Force Majeure Event occurs, then the noncomplying party shall promptly notify the other party of occurrence of that Force Majeure Event, its effect on its obligations under this Contract, and how long the noncomplying party expects the noncompliance to last. Thereafter, the noncomplying party shall update that information as reasonably necessary, or as the other party may reasonably request, whichever is more frequent. During a Force Majeure Event, the noncomplying party shall use reasonable efforts to limit damages to the other party and to resume complying with its Performance and obligations under this Contract.
- d. Failure to provide written notice of any Force Majeure Event as soon as the failing party becomes aware of it, or failure by the other party to Act in response to the notice, does not excuse any delays or failures in Performance or obligations.

56. Notice

- a. 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
Procurement Division
450 Columbus Boulevard, Suite 1202
Hartford, CT 06103

Attention: Melissa Marzano

If to the Contractor: TO BE DETERMINED UPON AWARD

- b. Details regarding invoices and all technical or day-to-day administrative matters pertaining to this Contract shall be directed to:

Client Agency: The individual specified in the applicable Purchase Order.

Contractor: The individual designated by Contractor in the response to the Solicitation or as the Contractor may otherwise designate in writing to the Client Agency.

57. Headings

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

58. 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.

59. Amendments, Supremacy, Entirety of Contract

No amendment to or modification of this Contract shall be valid or binding unless made in writing, signed by the parties and, if applicable, approved by the Connecticut Attorney General. Any and all Purchase Orders, Statements of Work or other documents authorized in connection with this Contract shall be subject to the terms of this Contract. Any additional terms within any such Purchase Order, Statement of Work, or other document that contradict the terms of this Contract shall have no force or effect and shall in no way affect, change or modify any of the terms of this Contract. This Contract contains the complete and exclusive statement of the terms agreed to by the parties.

60. Severability

If any term or provision of this Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of this 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 this Contract shall be valid and enforced to the fullest extent possible by law.

61. Risk of Loss and Insurance

The State shall not be liable to Contractor for any risk of Deliverable loss or damage while Deliverables are in transit, or while in the Client Agency's possession, except when such loss or damage is due directly to the Client Agency's negligence or intentional misconduct. Nothing in this Section is intended nor shall it be construed, in any manner, as waiving or compromising the sovereign immunity of the State.

The insurance required by this Section shall be written on an occurrence basis as opposed to a "claims made" basis and shall be on such forms, and contain such endorsements and terms, as shall be acceptable to DAS.

Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the Term of this Contract, the insurance described 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. Commercial General Liability

Throughout the Term and during the time that any provisions survive the Term, Contractor shall maintain, at Contractor's sole cost and expense, a policy or policies of commercial general liability insurance, including contractual liability coverage, in an amount not less than \$1,000,000 for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property, in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of \$2,000,000 per occurrence for all damages arising out of bodily injuries to, or death of, all persons and injuries to or destruction of property per policy period. The Contractor shall cause the State and its officers, agents, and employees to be named as an additional insured on the policy and shall provide (1) a certificate of insurance (2) the declaration page and (3) the additional insured endorsement to the policy to DAS all in an electronic format acceptable to DAS prior to the Effective Date evidencing such coverage. The Contractor shall not begin Performance until the delivery of these 3 documents to DAS. Contractor shall provide an annual electronic update of the 3 documents to DAS on or before each anniversary of the Effective Date during the Term. The State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent, but only for that portion of the negligence attributable to the Contractor and not for that portion of the negligence attributable to the State.

b. Automobile Liability

\$1,000,000 combined single limit per accident for bodily injury and property damage. Coverage extends to owned, hired and non-owned automobiles. If the Contractor does not own an automobile, but one is used in the execution of this Contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of this Contract, then automobile coverage is not required.

c. Workers' Compensation and Employer's Liability

Contractor shall maintain Worker's Compensation and Employer's Liability insurance in compliance with the laws of the state of Connecticut, which coverage shall include Employer's Liability coverage with minimum limits of \$100,000 for each accident, \$500,000 for disease, and \$100,000 for each employee, per policy period.

d. Excess / Umbrella Liability

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

e. Reserved

f. Reserved

g. Reserved

62. Reserved

63. Iran Energy Investment Certification

Pursuant to Conn. Gen. Stat. § 4-252a, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this Section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this Section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

64. Large State Contract Representation for Contractor

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating State contracts, to (i) any public official or State employee of the State agency or quasi- public agency soliciting bids or proposals for State contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for State contracts or the negotiation or award of State contracts, or (ii) any public official or State employee of any other State agency, who has supervisory or appointing authority over such State agency or quasi-public agency;

That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and

That the Contractor is submitting bids or proposals without fraud or collusion with any person.

65. Large State Contract Representation for Official or Employee of State Agency

Pursuant to Conn. Gen. Stat. § 4-252 and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

66. Reserved

67. Consumer Data Privacy and Online Monitoring

Pursuant to section 4e-72a of the Connecticut General Statutes, Contractor shall at all times comply with all applicable provisions of sections 42-515 to 42-525, inclusive, of the Connecticut General Statutes, as the same may be revised or modified.

68. Consulting Agreements Representation

Pursuant to Conn. Gen. Stat. § 4a-81, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in Conn. Gen. Stat. § 53a-157b, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of Conn. Gen. Stat. §4a-81.

Consultant's Name and Title	Name of Firm (if applicable)	
Start Date	End Date	Cost
The basic terms of the consulting agreement are:		
Description of services provided:		

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES:

Name of Former State Agency	Termination Date of Employment
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State of Connecticut
Contract#26PSX0119

The parties are executing this Contract on the date below their respective signatures.

TO BE DETERMINED UPON AWARD (CONTRACTOR)

BY: Electronic signature via CTsource

Name:

Title:
Duly Authorized

Date:

STATE OF CONNECTICUT
Department of Administrative Services

BY: Electronic signature via CTsource

Name:

Title:
Duly Authorized

Date:

1. Scope

The Contractor shall provide custodial Services at the following Site: 1320 Main Street, Willimantic, Connecticut with a building of approximately 11,803 square feet.

The Client Agency shall designate a representative(s) to act on behalf of the Client Agency regarding all matters relating to the custodial Services (the "Client Agency Designee"). The Client Agency shall identify the Client Agency Designee upon the Effective Date of the Contract.

2. Services

Contractor shall:

- A. Ensure the Services are Performed in compliance with the Section titled "Cleaning Specifications", of this Exhibit A.
- B. Provide all labor, materials and equipment necessary for the Performance of Services, unless otherwise specified herein.
- C. Monitor Contractor Parties arrival and departure or utilize a remote timekeeping system for monitoring Contractor Parties real-time arrival and departure from the Site.
- D. Provide backup Contractor Parties if the primary Contractor Party is unable to Perform the Services. Backup Contractor Parties shall arrive no later than one (1) hour after the scheduled start time.
- E. Ensure all Contractor Parties understand how to utilize and complete Attachment 1, Task Schedule Checklist.
- F. Conduct monthly Site inspections.
- G. Develop and provide the Contractor Parties and the Client Agency an outline of required tasks and the necessary training to successfully complete each task.
- H. Perform day-porter Services five (5) days per week, Monday, Wednesday, and Thursday between the hours of 10:00am through 6:30pm and Tuesday and Fridays between 11:00am through 7:30pm (including a non-billable 30-minute lunch break). The day-porter shall report to the Client Agency Designee at the start of each shift. The day-porter shall take the 30-minute unpaid lunch break at the same time each day and the time must be pre-approved by the Client Agency Designee. The work schedule is attached as Attachment 1 Task Schedule Checklist. The Contractor shall provide the monthly cleaning calendar to the Client Agency Designee prior to the start of each month.

3. State Observed Holidays and Site Closures

- A. State Observed Holidays: Contractor shall not provide Services on all State observed holidays, unless otherwise directed by the Client Agency Designee.
- B. Site Closures:
 - 1. If the State closes the Site on any other day, including, but not limited to, inclement weather, employee furloughs, or any other unforeseen events, Services will not be required and shall not be provided on the closure date, unless otherwise directed by the Client Agency Designee. The Client Agency Designee shall provide Contractor with reasonable advance notice of Site closures whenever possible.
 - 2. In such an event, the Contractor shall issue a credit based on the following calculation:
 - i. To calculate a daily rate: $\text{monthly price} \div (\text{number of days per week} \times 4.33)$
 - ii. Example: Monthly price is \$4,330 for 5 days per week of Service. $\$4,330 \div (5 \times 4.33) = \200 . The \$200 amount would be the daily rate.
 - 3. The Contractor shall reschedule any task that was not completed due to the Site closure with the exception of daily tasks. The Client Agency Designee must be notified and approve all task schedule changes in writing.

4. Quality Control Plan

Contractor shall implement a quality control plan to monitor Performance of Services. As part of the quality control plan, the Contractor shall:

- A. Create a daily inspection plan to monitor that Services comply with the standards indicated in the Section titled "Cleaning Specifications" of this Exhibit A.
- B. Track quality control utilizing Attachment 1, Task Schedule Checklist. Contractor Parties shall use the right column(s) and initial each daily task as it is completed and indicate the day of the week for weekly tasks, the date for monthly, semi-annual and on-demand tasks. The Contractor shall make and have available blank copies of Attachment 1, Task Schedule Checklist, each week for the Contractor Parties to use. The Contractor shall provide the Client Agency Designee the completed Attachment 1, Task Schedule Checklist, upon completion of Services each week.
- C. Schedule a day and time to be mutually agreed upon by the Contractor and the Client Agency Designee on at least a monthly basis to inspect Services and apply Performance scores utilizing the inspection form, Attachment 2, Inspection Form. Prior to each scheduled meeting, the Contractor's representative shall document all Performance entries from the last month by transferring entries from the Daily Log described in the below Section titled "Daily Log", and all additional work completed from the last month to the applicable sections of the Inspection Form. The Contractor shall write all conclusions at the bottom of the Inspection Form.

Contract#: 26PSX0119
Exhibit A - Description of Deliverables

Contractor shall provide the Client Agency Designee with a copy of the completed Inspection Form no later than five (5) days from the scheduled inspection. The Contractor shall keep records of all completed Inspection Forms. The Contractor shall provide such forms to DAS upon request.

- D. Provide scores on the Inspection Form. Scoring is as follows: "A" as acceptable, "NI" as needs improvement, and "U" as unacceptable. After review, the Client Agency shall indicate either an overall acceptance of the Services or non-acceptance, which shall include an explanation and identification of any corrective actions and a timeline for the Services to be completed again, at no additional charge. The Contractor shall immediately issue a credit in accordance with the Section titled "Performance, Non-Compliance" of this Exhibit A.
- E. Monitor Contractor's equipment on Site daily to confirm the safety and integrity of the equipment. Contractor shall immediately remove and replace any unsafe equipment from the Site.

5. Site Access and Security

- A. The Client Agency Designee shall provide the Contractor with training on how to arm and disarm the Site using keys and an access code. The Client Agency shall provide the Contractor building keys, access codes, and access cards (collectively, the "Keys"), as necessary to access the Site. The Contractor Parties shall arm and disarm the Site and unlock and lock areas within the Site for Contractor Parties. All Keys are the property of the State and neither Contractor nor Contractor Parties shall duplicate or share the Keys.
- B. Contractor shall report lost Keys to the Client Agency Designee within two (2) hours after the Contractor or Contractor Parties are notified or become aware that the Keys have been lost. The Contractor shall contact the Client Agency Designee by telephone if the Contractor Parties has difficulty with arming or disarming the Site and shall follow the Client Agency Designee's instructions. The Contractor shall be responsible for arming or disarming the Site alarm, or both.
- C. Upon Client Agency's request, the Contractor shall immediately return all Keys to the Client Agency Designee. If Keys are not returned, Contractor shall provide a credit on the next invoice for the amount incurred by Client Agency for re-keying all affected locksets.
- D. The Contractor shall enforce all security rules and at its sole expense, train the Contractor Parties in the security requirements and emergency evacuation procedures as instructed by the Client Agency Designee.
- E. The Contractor shall not allow Contractor Parties to enter the Site any sooner than fifteen (15) minutes prior to the start of the shift and not allow Contractor Parties to re-enter the Site after the shift is completed. Contractor and Contractor Parties shall sign in and out of the Site on a timesheet approved and provided by the Client Agency Designee.

- F. A Contractor representative shall accompany new Contractor Parties at the Site to acclimate the Contractor Parties with the required Services.
- G. If Contractor fails to comply with this Section, Contractor shall be issue a credit as described in Section (Performance, Non-Compliance) below.

6. Limitations on Site

- A. The Contractor and Contractor Parties shall not (i) bring or use drugs or alcohol or both at the Site or any other State property, (ii) bring unauthorized personnel, including, but not limited to, children, onto the Site or any other State property; (iii) use, including, but not limited to, telephones, office equipment or any other personal property belonging to the State, the Client Agency Designee or any employee of the State; and (iv) remove any recyclables from the Site.
- B. The State has adopted a statewide zero tolerance policy for workplace violence. The Contractor and Contractor Parties shall abide by all State policies, including but not limited to the violence in the workplace and sexual harassment policies located at the following website, as it may be modified from time to time: [Violence in the Workplace and Sexual Harassment Policies](#).

7. Daily Log

The Contractor shall create and maintain a daily communication logbook (the "Daily Log"). The Client Agency Designee may add to the Daily Log any poor Performance noted on the applicable Inspection Forms located in Attachment 2 – Inspection Form, including Contractor's failure to complete corrective actions within the specified time, failure to complete assigned tasks on the applicable task schedule checklists, repeated unsatisfactory Services, and Services needing improved Performance.

8. Property Damage

The Contractor shall:

- A. Upon the Client Agency Designee's request, repair or replace any damage to the Client Agency's property caused by the use, misuse, or negligence of the Contractor or Contractor Parties, at Contractor's sole cost. The Contractor shall notify the Client Agency Designee, in writing, of any damage within twenty-four (24) hours of the occurrence of such damage.
- B. Upon the Client Agency's request and at its sole discretion, either (i) reimburse the Client Agency for any repair or replacement costs incurred by the Client Agency to repair the property damage; or (ii) provide the Client Agency Designee three (3) quotes for the repair or replacement of the damaged property from reputable companies. The Client Agency shall approve, at its sole discretion, the quote prior to commencement of the repair or replacement of the damaged property. Contractor shall directly pay the company chosen by the Client Agency.
- C. The Client Agency shall hold back any payment(s) due to the Contractor until any damage to

the Client Agency's property is repaired or replaced to the Client Agency's sole satisfaction.

9. Consumable Goods

- A. The Contractor shall provide supplies and consumable Goods, including, but not limited to, trash receptacle liners, sanitary napkins, waxed bag liners, paper towels, toilet paper, foaming hand soap (fragrance free and dye free), hand sanitizer, toilet seat liners, plastic liners, urinal enzyme screens with scented blocks, sand for ashtrays and batteries for dispensers. The Contractor shall have all consumables on Site at 7:00am Eastern Time, on the Effective Date. Paper consumables must meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency ("EPA"). The guidelines are located at the following website, as it may be modified from time to time: <https://www.epa.gov/>. Hand sanitizer must meet the guidelines as directed by the Centers for Disease Control and Prevention.
- B. The Contractor shall maintain a minimum of one (1) week's inventory of consumable Goods at the Site. The Contractor shall monitor the supply of consumable Goods and adjust deliveries accordingly to ensure consumables Goods are available.

10. Chemicals and Supplies

- A. The Contractor shall purchase and carry all chemicals in their original containers. Contractor shall label containers with hazardous, toxic substances or waste in compliance with all federal, State and local laws, regulations and ordinances. The Contractor shall only use germicidal disinfectants that have an EPA registration number.
- B. The Contractor shall maintain a minimum of one (1) week's inventory of chemicals and supplies at the Site. The Contractor shall monitor the inventory and adjust deliveries accordingly to ensure chemicals and supplies are available.
- C. Contractor shall use cleaning products that comply with the Conn. Gen. Stat. section 4b-15a which must be "Green Seal" or certified EcoLogo "greenproducts" or both. Green products are identified by EcoLogo at the following website, as it may be modified from time to time: <https://www.ul.com/resources/ecologo-certification-program>.
- D. Green products are identified by "Green Seal" at the following website, as it may be modified from time to time: [Home | Green Seal](#). The Contractor shall utilize all cleaning products in accordance with the manufacturer's directions. All cleaning products are subject to review and approval by Client Agency or DAS. The term "cleaning products" does not include any (1) disinfectant, disinfecting cleaner, sanitizer or any other antimicrobial product regulated by the Federal Insecticide, Fungicide and Rodenticide Act, 7 U.S.C. 136 e.t seq., or (2) product for which no guideline or environmental standard has been established by any national or international certification program approved by DAS, or which is outside the scope of or is otherwise excluded under guidelines or environmental standards established by such national or international certification program.

11. Cleaning Equipment

- A. Contractor shall furnish all cleaning equipment necessary to Perform the Services, including, but not limited to, power-driven scrubbing machines, vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners. Such equipment must be the size and type customarily used in this industry and no equipment may be used which is harmful to the Site or its contents. The equipment required to be stored at the Site includes the following:
1. Portable hot water extractor
 2. Wet vacuum (12-16 gallon)
 3. Commercial grade vacuums
- B. All vacuums must be furnished with a high efficiency particulate air ("HEPA") filter which must remove (from the air that passes through) 99.97% of particles that have a size greater than or equal to 0.3 unit of measure. The Contractor shall provide consumable Goods relating to the equipment at no expense to the Client Agency.
- C. The Contractor shall monitor on-Site equipment to confirm the safety and integrity of the equipment. The Contractor shall immediately remove and replace any unsafe equipment from the Site with an equivalent model.

12. Cleaning Specifications

The Contractor shall Perform the Services described below using the listed specifications, and as scheduled in accordance with Attachment 1, Task Schedule Checklist.

A. Resilient Tile

Routine Maintenance

- a) Dust mop, or commercial vacuum with a soft floor attachment (no rotating beater bar) to remove all dirt, dust, trash particles and other debris.
- b) Remove stains, scuff marks, and spills with a synthetic mildly abrasive pad (or equivalent). Use a putty scraper with a metal blade to remove gum like substances.
- c) Clean floors using a well-wrung microfiber mop with a neutral pH cleaner mixed with water.

Auto-Scrub and Floor Buffing

- a) Machine scrub using an automatic scrubber with a red pad or soft brush and a neutral cleaner.
- b) Spray buff using a low-speed buffer with a spray buff solution.

Strip and Refinish

- a) Chemically strip the old floor polish. Do not use aggressive strippers on floors less than two (2) years old.
- b) Apply three new coats of a high-quality commercial floor polish. Confirm floor finish, wax, or polish does not build-up on floors, corners or baseboards.
- c) Wipe away any dust or residue that may have been kicked up onto the baseboards and floor molding after floor buffing is completed.

B. Concrete Floor

Routine Maintenance

- a) Use a microfiber dust mop or an industrial floor sweeper with dust suppression.
- b) Mop, using a pH-neutral cleaner.

Deep Clean Maintenance

- a) Polished/Sealed Surfaces: Use an auto-scrubber with a red pad or soft-bristle brush.
- b) Unfinished/Industrial Surfaces: Limit water and use a higher solution flow and an industrial degreaser.
- c) Double Scrub: For heavily soiled areas, apply the cleaning solution with the squeegee up, let it dwell for 5–10 minutes, then scrub again and vacuum up the slurry.

C. Wood /Wood Parquet Floor

- a) Use a wide microfiber dust mop or a commercial vacuum with a felt floor tool. (Never use a vacuum with a rolling beater bar.)
- b) Clean floors using a pH-neutral wood cleaner specifically formulated for commercial finishes. Use a microfiber flat mop. Spray the cleaner directly onto the mop pad (not the floor) to control moisture. Mop in the direction of the wood grain.

D. Luxury Vinyl Plank Floor

- a) Sweep the floor with a soft bristle broom using only a PH-neutral cleaner.
- b) Wipe the floor with a microfiber cloth or a damp mop.
- c) Clean up spills as quickly as possible and rinse with water.
- d) Lift and carry furniture when applicable.

E. Carpets

Routine Maintenance

- a) Vacuum carpets, overlap passes to ensure full coverage, start from the farthest corner and work toward the exit, and use attachment tools for edges, baseboards, and stairs.
- b) Treat spills immediately with appropriate cleaners.

Deep Clean

- a) Thoroughly vacuuming, pretreating stains with an enzyme cleaner.
- b) Use a hot water extraction machine (carpet cleaner) using high-pressure hot water and solution for deep dirt removal. Move the carpet cleaner slowly, covering areas twice once with detergent and once with water only for rinsing.

F. Floor Mat(s)

Contractor shall remove all debris from the mat. Vacuum in all directions to remove dirt.

G. Walls

- a) Dust walls using a microfiber cloth or a long-handled duster to remove cobwebs and dust from the top down before applying any liquid.
- b) Identify Paint Type:
 - i. For gloss/semi-gloss: Wash with a solution of warm, soapy water and colorless cloth.
 - ii. For flat/matte: Use minimal moisture, work in gentle, circular motions from the top down to prevent dirty water from streaking over already-cleaned areas.

H. Office Partitions (Cubicles)

Fabric Partitions:

Vacuum using an upholstery or brush attachment to remove dust and allergens trapped in the fibers.

- a) Spot clean using a mild detergent with warm water. Dip a soft-bristled brush into the suds (not the water) and scrub in small circles from the top down.
- b) Low-Moisture Method: Use a strip washer wrung out with a bonnet cleaning solution low-moisture clean on large "air walls".

Polycarbonate:

- a) Clean partition using mild soap and warm water.
- b) Wipe clean using a clean microfiber cloth or a soft sponge.
- c) Dry buff with a dry microfiber cloth.

Glass Partition:

- a) Use a dry microfiber cloth to remove loose dust.
- b) Spray cleaner and wipe from the top left corner down to the bottom.
- c) Use a dry, clean corner of your microfiber cloth to wipe the edges of the glass where it meets the frame to catch any runs.

I. Glass Doors and Door Frames

- a) Spot clean doors, including door glass and handles, and door frames so that dirt, cobwebs, mold, graffiti, grease, marks, stains, smears, mold and other foreign substances are removed.
- b) Ensure water and cleaning fluids are not spilled on the floor or adjacent areas.

J. Radiators

- a) Place a damp towel or a tray of water underneath the radiator. Use a can of compressed air to blow dust from the top down through the fins.
- b) For deep fins, use a long, flexible radiator brush to push out stubborn lint.
- c) Wipe exterior by using a microfiber cloth dampened with a mild all-purpose cleaner.

K. Ceiling Vents

- a) Wash the vent cover in a sink or utility tub with hot soapy water or a mild degreaser.
- b) Dry completely before reattaching.

L. Light Fixtures

- a) Use extendable telescopic pole with microfiber attachment to wipe away dust and cobwebs. Use vacuum cleaners with HEPA filters to capture fine particles.
- b) If accessible, remove fixtures and wipe with a damp, non-abrasive microfiber cloth.

M. Furnishings (Movable, non-permanent, and non-structural items)

- a) Dust using microfiber cloths to clean hard surfaces (wood, metal) lamps, wall clocks, desks (items on desks shall not be touched), chairs, cabinets, display cabinets, counters, tables including legs and bases. Use a mild cleaner for metal and wood cleaner for wood surfaces and glass cleaner for glass tables.
- b) Vacuum using an upholstery attachment to clean cushions, seats, backs, and crevices. Flip

cushions to ensure even wear.

- c) Identify spots and stains. Use a foam spray product or suitable cleaning solution and sponge to agitate the soiled area. Any dampness must be removed by blotting the area with a clean dry soft cloth.
- d) Sanitize touch areas of upholstered armrest and chairs with a fabric-safe disinfectant spray.
- e) Polish and clean non-fabric surfaces.
- f) Clean all tables and counters with a disinfectant.
- g) Disinfect telephones.

N. Dusting (by Height Categories)

- a) Low Level Dusting (8-15 feet): Clear items from surfaces below or cover them with drop cloths. Use a microfiber wand with a standard extension pole or a small ladder (that is owned by the Contractor). Use sweeping motions with a dry microfiber duster to trap loose soil. For stubborn marks apply a neutral cleaner to a microfiber cloth and wipe. Move objects like picture frames slightly to dust behind them, then return them to their original position. Once dusting is complete, clean the floors to pick up any debris that fell during the process.
- b) Standard High-Level Dusting (15–25 feet): Use telescopic carbon fiber poles paired with a high-cubic feet per minute backpack vacuum and brush attachments. Use a vacuum-assisted pole system to suck dust directly at the source. For ceiling fans, use a specialized duster head that wraps around the blades to clean both sides simultaneously. Once dusting is complete, clean the floors to pick up any debris that fell during the process.
- c) Extreme High-Level Dusting (25–40+ feet): Utilize scissor lifts or boom lifts operated by Contractor Parties. For heights up to 40 feet without a lift, use professional high-reach vacuum systems. Use vacuum to remove thick dust or heavy accumulation from steel beams. Once dusting is complete, clean the floors to pick up any debris that fell during the process.

O. Microwaves and Refrigerators

Microwaves:

- a) Remove all food items to a designated holding refrigerator.
- b) Remove the rotating tray and roller. Wash them in a sink with warm, soapy water. If they are extra greasy, soak them before scrubbing with a non-abrasive sponge.
- c) Interior: Use a microfiber cloth dampened with mild soap and water to wipe all surfaces.

- d) Place all food items back to its original position.
- e) Clean the exterior with damp cloth and mild soap. For digital displays, use damp cloth with water.

Refrigerators:

- a) Take out shelves, drawers, and racks and clean with warm, soapy water. Ensure they are completely dry before placing them back inside.
- b) Spray the interior with a food-safe sanitizer. Use a fresh, dry microfiber cloth to wipe everything down completely.
- c) Wipe down door gaskets with warm water and soap; dirty seals cause temperature loss. For stainless steel exteriors, use a stainless-steel cleaner and a microfiber cloth, following the metal grain. For a colored finish exterior, use a soft, damp microfiber cloth with warm water and mild soap or detergent to wipe down surfaces.

P. Empty and Clean Trash Receptacles

- a) Empty all trash receptacles (interior and exterior). Change and replace liners Bag all trash before it is placed in the dumpster. Those trash receptacles which are found to contain liquids or other substances which could cause odors, must be washed out and dried before new liners are installed.
- b) Place the removed trash into the trash receptacles located in the appropriate location as designated by the Client Agency Designee.
- c) Remove all recyclable materials generated to the designated areas in the Site as instructed by the Client Agency Designee.

Q. Windows, Windowsills and Blinds

- a) Dust, and spot clean all blinds and window frames, below six (6) feet so that they are free of dust, dirt, grime, streaks, graffiti and other foreign substances.
- b) Spot clean windows to remove all smudges, fingerprints, marks, streaks, graffiti or foreign substances on interior windows.

R. Entrance Glass

The Contractor shall clean the interior and exterior sides of the entrance glass, entrance door(s) and adjacent window(s). The surfaces must be cleaned and dried to present a uniform appearance free of all smudges, fingerprints, marks, streaks, graffiti or foreign substances.

S. Stairs and Stairways

- a) Begin at the top landing, working downward to remove cobwebs from corners, light

fixtures, and walls.

1. Vacuum or sweep backpack vacuum for maximum efficiency in tight spaces.
 2. Clean each step individually from top to bottom, focusing on corners, edges, and underneath railings, where dirt accumulates.
 3. Vacuum or sweep the risers (the vertical part of the step) as well as the treads.
- b) Clean and disinfect handrails, door handles, and wall switches, as these are high-touch, high-germ areas.
- c) Wet Cleaning/Mopping:
1. For hard floors (vinyl, concrete, tile): use a neutral cleaner and mop or a deck brush, working from top to bottom to prevent stepping on cleaned areas.
 2. For carpeted stairs: spot-clean stains and use a portable extractor with a stair tool for deep cleaning.
- d) Remove stuck-on grime or chewing gum using a putty knife or specialized cleaner.

T. Drinking Fountains

Routine Maintenance:

- a) Use disinfectant wipes on buttons, handles, the faucet (bubbler), and bottle filler sensors/buttons.
- b) Clean Basin: Wipe the basin and nozzle with hot water and soap to remove grime.
- c) Spray sanitizer on the basin and spout, let it sit for 30 seconds to 5 minutes, then rinse.

Deep Cleaning

- a) Use a soft-bristled brush or toothbrush for hard-to-reach areas like the mouthpiece.
- b) Apply stainless steel cleaner using a soft cloth.

U. Restrooms

- a) Clean sinks, toilets and urinals exposed plumbing:

Sinks:

1. Sprinkle baking soda on the sink surface and scrub with a damp sponge. For stubborn stains, use a cream cleanser like Bar Keepers Friend.
2. Use a toothbrush to scrub around the faucet base, handles, and overflow hole.
3. Spray white vinegar on faucet spots and limescale, letting it sit for 5 minutes before wiping clean.

4. Spray with a disinfectant or use sanitizing wipes, letting it sit for 5-10 minutes, then rinse well.

Toilets and urinals:

1. Flush, then apply toilet bowl cleaner/acidic cleaner under the rim of the bowl/urinal.
2. Spray the entire exterior (handles, flush mechanism, seat, base, and exposed pipework) with disinfectant, allowing it to sit.
3. Scrub inside the toilet bowl, urinal, and the drain holes using a bowl brush.
4. Use a designated, colored rag to wipe the exterior starting from the top, including the handle, top of the tank, and base where it meets the floor.
5. Remove old urinal screens and clean the drain before replacing or adding new screens.

Exposed plumbing:

1. Apply chrome-safe sanitizer to the pipes, ensuring to wipe down the trap, connections, and valves underneath sinks.
2. For metal pipes showing signs of oxidation or hard water, use a damp cloth with specialized metal cleaner to remove rust.

b) Clean and disinfect restroom floors:

1. Sweep or dust mop the entire floor to remove loose dirt and debris, paying attention to corners and around toilets.
2. Mop the floor using a neutral cleaner and hot water to remove soil, grease, and grime.
3. Apply a commercial-grade disinfectant to the entire floor, especially around urinals and toilets.
4. Allow the chemical to sit (dwell) on the floor to break down debris according to the product label.
5. Use a grout brush or deck brush to scrub grout lines and heavily soiled areas.
6. Use a squeegee to move dirty water to a floor drain or use a wet-dry vacuum or mop to pick up the soiled solution.
7. Rinse the floor with clean water to prevent sticky residue buildup.

c) Clear Sink, Urinal and Toilet Stoppages; Drain Line Opening:

1. Sink: Use a hand-crank snake to clear drain traps or pour a mixture of hot water and soap to break down organic buildup.

2. Toilets and Urinal: For clogs, use a toilet-specific plunger or a toilet/urinal auger (snake) to break up, rather than force deeper, obstructions. Urinal stoppages often require removing urinal cakes or screens before plunging.
 3. Drain Line: Use enzyme-based drain openers. For stubborn blockages, professional hydro-jetting may be required to remove buildup from pipe walls.
- d) Restroom Walls, Partitions, Door Frames and Door Handles
1. Partitions: Use a mild all-purpose cleaner with warm water and a soft cloth or sponge, wiping side-to-side. For heavily soiled areas, foaming disinfectants are used because they cling to vertical surfaces, allowing for longer dwell time without dripping.
 2. Walls: Clean with a disinfectant, specifically targeting splashes and grime near soap dispensers and urinal areas.
 3. Door Frames/Handles: Spray with a disinfectant, allowed to dwell, and wipe clean.
- e) Showers
1. Spray walls, fixtures, and floors with a disinfectant cleaner or degreaser.
 2. Allow the cleaner to sit for 5-10 minutes to kill germs and loosen soap scum, then scrub surfaces using a brush or scrubbing pad, particularly in grout lines.
 3. Thoroughly rinse all surfaces with water. Use a squeegee on walls and floors to remove water and prevent water spots and algae growth.
 4. Clean fixtures (faucets, showerheads) and check for mold or mildew buildup.
- f) Locker Room Floors
1. Sweep or vacuum up hair, lint, and grit, paying attention to corners and under lockers.
 2. Use a mop and bucket or auto-scrubber to apply an EPA registered hospital-grade disinfectant to neutralize bacteria.
 3. Allow the disinfectant to sit for the manufacturer-recommended time to effectively kill pathogens.
 4. On grouted tiles, use a deck brush or scrubber to remove soil from crevices.
 5. Mop with clean water to avoid residue.

V. Mirrors

The Contractor shall use ammonia-free glass cleaner, ensure there are no streak marks.

W. Fill Paper, Soap and Sanitizer Dispensers and Sanitary Trash Receptacles

- a) Refill all paper towels, toilet tissue, soap, and sanitizer dispensers to the proper fill level.
- b) Empty each sanitary napkin trash receptacle and replace the wax liner with a new wax liner.
- c) Wipe clean the dispensers, sanitary trash receptacles and adjacent surfaces with a germicidal detergent to remove all soil, marks, smudges, smears, and other foreign substances.
- d) Repair all broken dispensers or purchase new dispensers that are equal to or better than the current dispensers.

The Client Agency Designee shall instruct the Contractor on whom and how the new dispensers shall be installed. Once a dispenser is installed, it becomes the property of the State.

X. Gym

- a) Wipe all benches, weight machines, cardio equipment (handles/screens), and free weights using a disinfectant. Avoid alcohol-based cleaners on leather/vinyl padding.
- b) Vacuum carpeted areas.
- c) Sweep and mop rubber mats using a sanitizing cleaner.
- d) Sanitize door handles, light switches, water fountain, and check-in pads.
- e) Clean mirrors using a streak-free glass cleaner.
- f) Empty trash receptacle and replace trash liner.

Y. Exterior - Entryways, Walkways and Stairs

The Contractor shall sweep the entryways, walkways and stairs to remove all dirt, debris and litter.

Z. Exterior – Entryways

The Contractor shall sweep the entryways and adjacent walkways within twenty-five (25) feet of the entryway. Entryways and adjacent walkways must be free of dirt, soil, stains, litter, debris, and other foreign substances.

AA. Custodial/Janitorial Closets

The Contractor shall maintain custodial/janitorial closets in a clean and orderly manner. Closets must always be locked or otherwise secured. Closets must not be used as a break room area. The following items, including but not limited to, microwaves, heaters, or chairs are prohibited in closets.

BB. Exterior and Interior Windows

- a) Remove and clean window screens and replace window screens when applicable.
- b) Dust interior frames and windowsills.
- c) Apply the soap solution to the interior/exterior window. Thoroughly scrub top to bottom.
- d) Remove the solution with a squeegee, overlapping each stroke by an inch to prevent lines.
- e) Use a microfiber towel to wipe corners, edges, and frames to prevent drips.

13. Emergency Services

The Contractor shall provide emergency services, including, but not limited to, cleaning spills, leaks, sicknesses, animal waste, and breakages. The Contractor shall promptly notify the Client Agency Designee of the occurrence of an emergency event which prevents the Contractor from Performing and completing regularly scheduled tasks.

14. Additional Services

- A. There may be additional Services required that are not specified in this Exhibit A. Upon the Client Agency's request, Contractor shall provide the Client Agency a quote for such Services, within five (5) Business Days. Upon the Client Agency's acceptance of the quote, the parties shall schedule such Services immediately.
- B. Contractor shall not commence Services without the Client Agency's approval of the quote. The Contractor shall document when Services are Performed by using sign-in and sign-out sheets. The sign-in and sign-out sheets must be included with the invoice.
- C. All Services shall be included in the Inspections Form, Attachment 2 to this Exhibit A, and shall be scored by the Client Agency Designee and a Contractor's representative.
- D. The Client Agency shall instruct the Contractor on how to invoice such Services.

15. On-Demand and Emergency Services

- A. The Contractor shall provide on-demand services upon Client Agency's request. Such Services must be Performed by personnel with technical expertise (example: floor stripping, buffing and waxing, carpet cleaning and extraction, interior and exterior window cleaning). The Contractor

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shall provide the Client Agency a quote for such Services, within five (5) Business Days. Upon the Client Agency's acceptance of the quote, the parties shall schedule such Services immediately.

- B. For emergency Services, as applicable, Contractor shall immediately provide a quote upon Client Agency's request.
- C. Contractor shall not commence on-demand Services without the Client Agency's approval of the quote. Such Services shall be priced and invoiced separately from the monthly Services listed on Exhibit B Price Schedule.
- D. All on-demand and emergency Services shall be included in the Inspections Form, Attachment 2 to this Exhibit A, and shall be scored by the Client Agency Designee and the Contractor's representative.

16. Safety and Injury Prevention, and OSHA Compliance

The Contractor shall:

- A. have an internal safety and injury program. This program must provide training for Contractor Parties on at least an annual basis covering fall protection, blood-borne pathogens, fire safety, lead and asbestos awareness, proper mixing and application of cleaning supplies, as required by OSHA and applicable State and federal laws.
- B. provide the Client Agency Designee documentation of its safety and injury program, including all training materials, upon the Effective Date and upon Client Agency's request thereafter. The Contractor's safety and injury program must meet OSHA standards and applicable State and federal requirements. The Contractor shall update its safety and injury program and retrain Contractor Parties if the Client Agency Designee determines, in its sole discretion, that the safety and injury program does not meet OSHA standards and applicable State and federal laws and regulations.
- C. comply with all applicable OSHA and EPA requirements, including, but not limited to, safety, training, equipment, equipment operation, toxic, handling of hazardous substances, and labeling of chemical containers.
- D. furnish to the Client Agency Designee copies of safety data sheets ("SDS") provided by the manufacturer, distributor, or importer of the chemical products for all products used within ten (10) Business Days after the Effective Date or prior to the utilization of product.
- E. provide a first aid kit for Contractor Parties.
- F. furnish all personal protective equipment to minimize exposure to hazards that cause workplace injuries and illnesses.

17. Deliverables Timeline

Deliverables	Exhibit A, and Attachments 1, 2, and 3	Submit to:	Timeline
Quality Control Plan	Section 4(A) of Exhibit A	Client Agency Designee	Upon the Effective Date and updated as necessary throughout the Term.
Completed Task Schedule Checklist (Attachment 1)	Attachment 1 of Exhibit A	Client Agency Designee	Immediately upon completion of Services each week.
Completed Inspection Form (Attachment 2)	Attachment 2 of Exhibit A	Client Agency Designee	Immediately upon completion of each inspection.
Completed Reporting Structure (Attachment 3)	Attachment 3 of Exhibit A	Client Agency Designee	Upon the Effective Date. An updated Attachment 3 shall be provided to the Client Agency Designee within three (3) Business Days of any changes to the designated contacts.
Monthly cleaning calendar	Section 2(H) of Exhibit A	Client Agency Designee	Prior to the start of each month during the Term.
Create a Daily Log.	Section 7 of Exhibit A	Client Agency Designee	Prior to the Effective Date; both the Contractor and the Client Agency Designee shall have access to the Daily Log.
Safety and injury program.	Section 16(B) of Exhibit A	DAS prior to the bid submittal due date and at time of award to the Client	Upon the Effective Date and upon the Client Agency's request thereafter

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		Agency Designee	
Safety Data Sheets.	Section 16(D) of Exhibit A	Client Agency Designee	Upon the Effective Date and as products change thereafter
First Aid Kit.	Section 16(E) of Exhibit A	Store in Janitor's closet	Upon the Effective Date

18. Invoices and Payments

- A. Contractor shall submit invoices and payment inquiries to accounts payable at: Facilities.DSS@ct.gov. The Contractor shall invoice the Client Agency monthly within thirty (30) days of the completion of Services, when applicable. Invoices not properly completed may delay payment.
- B. All invoices must include:
1. Contract number
 2. Site address
 3. Contractor's Federal Employee Identification Number or Social Security number
 4. Complete Contractor name and billing address
 5. Month and year of the Service being billed
 6. Invoice number and date
 7. Purchase Order number
 8. Itemized description of Services in accordance with Exhibit B, Price Schedule
 9. Service level credit, if applicable
 10. Documented sign-in/sign out sheets that coincide with the invoice dates

19. Subcontracting

Contractor shall not use subcontractors in the Performance of this Contract, except for Contracts awarded in accordance with Section 17a-796 of the Connecticut General Statutes.

20. Contractor Parties

- A. Client Agency may request, verbally or by written notice, that the Contractor remove or replace the Contractor's employee(s) at any time if Client Agency determines such removal or replacement is in the best interests of the State. The Contractor shall remove or replace such employee(s) immediately and Perform all acts necessary and appropriate to minimize or eliminate disruptions to the Performance of Services.

- B. Contractor shall provide identification badges for all Contractor Parties and Contractor crews, at its sole expense. The badges must have the Contractor's name or logo or both, Contractor Parties' photograph, name, and signature. Contractor Parties must always wear the badges within the Site on a lanyard while Performing Services. Contractor Parties may not give identification badges to other individuals. All Contractor crews, including Contractor Parties, shall wear uniforms that bear the Contractor's company logo. Uniforms cannot be dirty, stained or torn. The Contractor Parties shall wear closed toe shoes with slip resistant soles.

21. Prohibition on Employment of Unauthorized Aliens

All of Contractor Parties Performing Services shall have lawful residence in the United States for the Term pursuant to 8 U.S.C. Section 1324a, as may be amended.

22. Monitoring and Resolution of Performance Issues

A. Monitoring

The Client Agency Designee shall monitor Contractor's Performance and the Performance of any Contractor Parties. DAS may monitor Performance and may participate in the resolution process as provided in Section 22.E below.

B. Reporting Structure

On the Effective Date, the Contractor shall deliver to the Client Agency Designee a completed Attachment 3, Reporting Structure that identifies:

1. A primary contact (Level 1 Contact) authorized to receive notice of and resolve Performance issues; and
2. An upper management contact (Level 2 Contact) with the authority to resolve escalated Performance issues and commit the Contractor to action.

If the Contractor uses a subcontractor, Contractor shall deliver a completed Attachment 3 that identifies: (a) a Level 1 Contact; and (b) a Level 2 Contact.

The Contractor shall be responsible for the acts and omissions of all Contractor Parties and for ensuring that each identified contact has the authority to act and bind the Contractor, as applicable.

C. Resolution Process

1. If a Performance issue arises, the Client Agency Designee shall provide notice to the Level 1 Contact describing the issue in reasonable detail.
2. The Contractor shall ensure that the Level 1 Contact responds within one (1) Business Day after receiving notice and promptly undertakes action to resolve the identified issue and restores the Services to Contract compliance.

3. If Contractor or Contractor Party, as applicable, does not resolve the Performance issue within a reasonable time, as determined by the Client Agency Designee, the Client Agency Designee shall escalate the matter to the Level 2 Contact.

Upon escalation in accordance with sections 22.C 1-3 above, the Client Agency Designee and Level 2 Contact shall schedule a meeting, as soon as practicable, to resolve the Performance issue. The Level 2 Contact shall, if requested by the Client Agency Designee, provide a written action plan that specifies: (a) the cause of the Performance issue; (b) the measures to be implemented; and (c) the timeline for completion.

D. Updates to Attachment 3, Reporting Structure

The Contractor shall notify the Client Agency Designee of any change to the contacts listed in Attachment 3 and shall deliver an updated Attachment 3 within three (3) Business Days after the change becomes effective.

E. Escalation to DAS

If the reported Performance issue is not resolved through the process described in Section 22.C. above, the Client Agency Designee may escalate the matter to DAS for review and appropriate action consistent with this Contract and applicable law.

F. Reservation of Rights

The State's rights under this Section 22 are cumulative and in addition to, and not in limitation of, any other rights or remedies available to the State under this Contract, at law, or in equity, including the right to withhold payment, terminate the Contract for cause, seek indemnification, or pursue injunctive or equitable relief.

23. Performance, Non-Compliance

If the Contractor does not Perform and fails to provide Services as described in this Exhibit A and Attachment 1, and such unsatisfactory Performance is documented in Attachment 2, as applicable, DAS or the Client Agency shall have the following rights and remedies, in addition to any other rights and remedies provided in the Contract, including but not limited to Breach and Termination:

- A. For each Inspection Form score of Unacceptable, the Client Agency shall reduce the monthly payment to Contractor by five percent (5%) of the then-current monthly invoice for each day the custodial Services are not Performed in accordance with this Contract. The Contractor shall issue the credit as a line item on the invoice. The Contractor shall bear the cost associated with this service level credit.
- B. If Contractor's stock of consumables, chemicals and other supplies on-Site are lower in quantity than the minimum described in this Exhibit A, the Client Agency shall purchase a one-week supply of the consumables, chemicals, and supplies. The Client Agency shall email the Contractor a copy of the receipt after the purchase. The Contractor shall issue a credit

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for the total amount of the Client Agency's purchased consumables, chemicals, and supplies plus a credit for a twenty percent (20%) mark-up to the then-current monthly invoice.

- C. Contractor's failure to invoice the Client Agency according to the (Invoices and Payments) section above, the Contractor will issue a five percent (5%) credit to the then-current monthly invoice. If the Contractor does not invoice the Client Agency within thirty (30) days of the completion of Services, Client Agency shall receive a credit each month for an additional five percent (5%) to the then-current invoice for the delayed invoices.
- D. If the Contractor fails to arm the Site when leaving or fails to follow the Client Agency Designee's instructions pursuant to Section (Site Access and Security) above, the Contractor shall issue a fifty-dollar (\$50.00) credit on the next invoice.
- E. Contractor shall reimburse the Client Agency for all costs incurred to replace lost Keys pursuant to Section (Site Access and Security) above.
- F. For all credits assessed, the Client Agency shall notify the Contractor, detailing the amount to be applied as a credit to Client Agency's invoice and the invoice date to which the credit will be applied. The Contractor shall then credit the Client Agency such amount to the applicable invoice. If DAS Terminates the Contract, or the Contract expires, prior to the next monthly payment, then Contractor shall pay the amount of the credit owed to Client Agency for noncompliance within thirty (30) days of DAS' written notice to Contractor.

Week Ending: _____

I.	Daily Tasks	Initial when task is completed.				
		Mon	Tu	Wed	Th	Fri
	Public and Staff Area					
1	Disinfect all touchpoints in the office areas throughout the building (such as doorknobs, handles, railings, entrances, service tabletops, restroom touch knobs and sanitizer pump stations, water dispenser buttons) twice a day.					
2	Empty all ashtrays including foyers and entryways and damp wipe.					
3	Empty all centralized wastebasket and recycling receptacles in designated locations, and restrooms (including feminine products), change soiled liners and clean bins including lids as needed. All garbage collected and empty boxes must be removed from the facility and put in the dumpster. Recycling should be put into the single stream dumpster.					
4	Inspect and clean all training rooms and conference rooms, clean tables, legs and bases, chairs, walls, and light switches. Vacuum as needed.					
5	Dust ledges, tops of partitions, high dusting on top of the cabinets, appliances, light fixtures, and air vents.					
6	Clean interview area tables (including legs and bases), chairs, walls, and light switches.					
7	Wash all glass/Plexiglas shield, door handles, walls, and reception glass/Plexiglas-both sides with special care to be given to entry glass.					
8	Wipe with clean cloth all drinking fountains, exterior water coolers and wash catch basins on coolers. Remove any foreign substances, dust, etc. USE ONLY CLEAN CLOTH DESIGNATED FOR DRINKING FOUNTAINS.					
9	Sweep and damp mop all corridors, lobbies, breakroom, and restrooms. Vacuum or Sweep down all entrances, outside ramp and glass entry way and pick up sweepings. Clean hand balances. (after 5PM)					
10	Clean all lounge tables, chairs, cabinets, refrigerators s(inside and out per agreed upon schedule), Microwaves (inside and outside), and scour sinks and fixtures.					
11	Spot clean all finger marks from walls, door(s) and woodwork.					
12	Refill and check operation of hand sanitizer dispensers throughout the office.					
13	Move miscellaneous small office furniture including boxes as needed.					
14	Move white paper recycling from work areas to locked bins.					
15	Remove recyclables (cans, bottles, newspapers, cardboard) from lounges and place in the designated single stream dumpster.					

Week Ending: _____

16	Pick up trash, cigarette buds, and other debris from the parking lot and walkways.					
17	Spot clean carpet and remove stains as needed with a portable extractor.					
18	Vacuum all traffic area carpeting, taking special care to include corners and edges. This includes moving light furniture and boxes. Take care not to markup walls or furniture. Remove threads from frayed edges caused by vacuuming. Traffic areas, interview room and walk off mats daily. Cubicles and offices twice per week (Tuesday and Fridays) per agreed upon schedule. Vacuuming not to begin before 5:00 pm, areas without staff should be done first.					
19	Secure doors and windows and turn off lights (in absence of State employees and evening cleaning Service) and arm the building.					
Restroom		Mon	Tu	Wed	Th	Fri
20	Scour and clean with disinfectant, all fixtures, and dispensers, bowls, urinals, sinks, flush meters, shelves and both sides of toilet seats and base.					
21	Wash all walls including stalls (both sides) and mirrors.					
22	Wash door handles with disinfectant.					
23	Sweep and damp mop with disinfectant all floors using clean mops. Caution signs and safety procedures must be used.					
24	Empty all trash receptacles, including feminine products, replace receptacle liners.					
25	Refill dispensers for hand sanitizer, hand towels, toilet tissues, soap, feminine product dispensers and neat seats. Replace all broken dispensers.					
26	Dust ledges, tops of partitions, and air vents					
II	Weekly Tasks					
Restroom		Day of week task is Performed				
1	Pour water into floor drains in every restroom. (if applicable)					
<i>All File Rooms - Child support files have limited access, cleaner shall arrange time each week to access this area and provide these Services.</i>		Day of week task is Performed				
2	Sweep with treated mop and pick up sweepings					
3	Dust and damp wipe all walls, including corridors, windowsills and ledges, railings, baseboard, wall vents, door vents, door handles, and interview booths. Close window blinds if opened for cleaning.					
4	Dust and damp wipe all furnishings, chairs, desks (if empty), file cabinets, and heat registers. Remove marks and graffiti.					
5	Damp wipe client telephones with disinfectant.					
6	Bring copy paper to copier, remove from boxes and stack on shelf and remove paper from shredder containers as needed.					
III	Monthly Tasks	Date of month task was Performed				
1	Clean inside refrigerators- Schedule task with the Client Agency Designee					

Week Ending: _____

IV	Semi-Annual (May and November)	
1	Floor buffing; after 5:00 pm	
V	On-Demand Tasks	Date task was Performed.
1	Clean interior and exterior windows (1st and 2nd floor street level only), including all windowsills and sashes.	
2	Strip and refinish resilient flooring	
3	Carpet cleaning; hot water extraction.	
4	Additional work.	
VI	Performance Day-Porter(s) who provided Service:	Client Agency Designee approved:
1	Daily tasks completed by:	
2	Weekly tasks completed by:	
3	Monthly tasks completed by:	
4	Semi-Annual task completed by:	
5	On-Demand tasks completed by:	
6	Were all tasks listed on the schedule for this week completed?	Yes No
7	Are the cleaner(s) up to date on all annual trainings?	Yes No

I.	Daily Tasks	A – Acceptable NI – Needs Improvement U – Unacceptable “NI” and “U” require detailed notes.		
	Public and Staff Area	A	NI	U
1	Disinfect all touchpoints in the office areas throughout the building (such as doorknobs, handles, railings, entrances, service tabletops, restroom touch knobs and sanitizer pump stations, water dispenser buttons) twice a day.			
2	Empty all ashtrays including foyers and entryways and damp wipe.			
3	Empty all centralized wastebasket and recycling receptables in designated locations, and restrooms (including feminine products), change soiled liners and clean bins including lids as needed. All garbage collected and empty boxes must be removed from the facility and put in the dumpster. Recycling should be put into the single stream dumpster.			
4	Inspect and clean all training rooms and conference rooms, clean tables, legs and bases, chairs, walls, and light switches. Vacuum as needed.			
5	Dust ledges, tops of partitions, high dusting on top of the cabinets, appliances, light fixtures, and air vents.			
6	Clean interview area tables (including legs and bases), chairs, walls, and light switches.			
7	Wash all glass/Plexiglas shield, door handles, walls, and reception glass/Plexiglas-both sides with special care to be given to entry glass.			
8	Wipe with clean cloth all drinking fountains, exterior water coolers and wash catch basins on coolers. Remove any foreign substances, dust, etc. USE ONLY CLEAN CLOTH DESIGNATED FOR DRINKING FOUNTAINS.			
9	Sweep and damp mop all corridors, lobbies, breakroom, and restrooms. Vacuum or Sweep down all entrances, outside ramp and glass entry way and pick up sweepings. Clean hand balances. (after 5PM)			
10	Clean all lounge tables, chairs, cabinets, refrigerators s(inside and out per agreed upon schedule), Microwaves (inside and outside), and scour sinks and fixtures.			
11	Spot clean all finger marks from walls, door(s) and woodwork.			
12	Refill and check operation of hand sanitizer dispensers throughout the office.			
13	Move miscellaneous small office furniture including boxes as needed.			
14	Move white paper recycling from work areas to locked bins.			

15	Remove recyclables (cans, bottles, newspapers, cardboards) from lounges and place in the designated single stream dumpster.			
16	Pick up trash, cigarette buds, and other debris from the parking lot and walkways.			
17	Spot clean carpet and remove stains as needed with a portable extractor.			
18	Vacuum all traffic area carpeting, taking special care to include corners and edges. This includes moving light furniture and boxes. Take care not to markup walls or furniture. Remove threads from frayed edges caused by vacuuming. Traffic areas, interview room and walk off mats daily. Cubicles and offices twice per week (Tuesday and Fridays) per agreed upon schedule. Vacuuming not to begin before 5:00 pm, areas without staff should be done first.			
19	Secure doors and windows and turn off lights (in absence of State employees and evening cleaning Service) and arm the building.			
Restroom		A	NI	U
20	Scour and clean with disinfectant, all fixtures, and dispensers, bowls, urinals, sinks, flush meters, shelves and both sides of toilet seats and base.			
21	Wash all walls including stalls (both sides) and mirrors.			
22	Wash door handles with disinfectant.			
23	Sweep and damp mop with disinfectant all floors using clean mops. Caution signs and safety procedures must be used.			
24	Empty all trash receptacles, including feminine products, replace receptacle liners.			
25	Refill dispensers for hand sanitizer, hand towels, toilet tissues, soap, feminine product dispensers and neat seats. Replace all broken dispensers.			
26	Dust ledges, tops of partitions, and air vents			
II	Weekly Tasks			
Restroom		A	NI	U
1	Pour water into floor drains in every restroom. (if applicable)			
	<i>All File Rooms - Child support files have limited access, cleaner shall arrange time each week to access this area and provide these Services.</i>			
2	Sweep with treated mop and pick up sweepings			
3	Dust and damp wipe all walls, including corridors, windowsills and ledges, railings, baseboard, wall vents, door vents, door handles, and interview booths. Close window blinds if opened for cleaning.			
4	Dust and damp wipe all furnishings, chairs, desks (if empty), file cabinets, and heat registers. Remove marks and graffiti.			
5	Damp wipe client telephones with disinfectant.			
6	Bring copy paper to copier, remove from boxes and stack on shelf and remove paper from shredder containers as needed.			

Week Ending: _____

III	Monthly Tasks			
1	Clean inside refrigerators- Schedule task with the Client Agency Designee			
IV	Semi-Annual (May and November)	A	NI	U
1	Floor buffing; after 5:00 pm			
V	On-Demand Tasks	A	NI	U
1	Clean interior and exterior windows (1st and 2nd floor street level only), including all windowsills and sashes.			
2	Strip and refinish resilient flooring			
3	Carpet cleaning; hot water extraction.			
VI	Daily Log (Insert concerns from the daily log)	A	NI	U
1				
2				
3	Has the Contractor provided the Client Agency Designee documentation on its safety and injury program, including all employee training materials as described in Exhibit A, Contractor Training of Contractor Parties?			
4	Has day porter monitored the equipment to confirm the safety and integrity of the equipment on a daily basis?			
VII	Additional Work (Insert all additional work below)	A	NI	U
1				
2				
Contractor representative signature:				
Client Agency Signature:				

Contractor:			
Sub-Contractor (if applicable)			
Client Agency Designee:			
Date:			
<p>The contacts listed below are ranked from the lowest level to the highest level based on the order required to be notified of any Service issues. The primary contact (Level 1) shall be the first contact to be notified of all Service issues. If such Service issues are unresolved, the Client Agency Designee shall escalate the issue to the upper management (Level 2).</p> <p>See the "Performance Monitoring and Resolution of Service Issues" Section in Exhibit A for further details.</p>			
Contractor Contacts			
Level	Position Title	Name	Phone #:
Level 1 contact			
Email:			
Contractor Contacts			
Level	Position Title	Name	Phone #:
Level 2 contact			
Email:			
Subcontractor Contacts (if applicable)			
Level	Position Title	Name	Phone #:
Level 1 contact			
Email:			
Subcontractor Contacts (if applicable)			
Level	Position Title	Name	Phone #:
Level 2 contact			
Email:			
Subcontractor Contacts (if applicable)			
<p>Agency feedback on this supplier contract performance is important. Please write your review on Procurated. It only takes a minute! https://go.procurated.com/ct-statewide/</p>			

1.	Monthly Services		
A.	Day-porter (40 hours a week). (as described in Amendment 1, Task Schedule Checklist; daily, weekly, and monthly.)	Monthly	\$
2.	Semi-Annual Tasks		
A.	Floor Buffing.	Per Square Foot	\$
3.	On-Demand Tasks		
A.	Clean interior and exterior windows (1 st and second floor street level only), including all windowsills and sashes.	Per Occurrence	\$
B.	Strip and refinish resilient flooring.	Per Square Foot	\$
C.	Carpet cleaning; hot water extraction.	Per Square Foot	\$
D.	Additional Work.	Per Hour per person	\$

Price Adjustments

Pricing shall remain firm for the Term subject to section 5(b)(5) (Payment Terms and Billing) of the Contract.