

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

DESCRIPTION OF GOODS AND SERVICES:

1. Scope

The Contractor shall provide custodial services as described herein (the "Services") for the data center at the Pfizer Campus, Building 230, located at 445 Eastern Point Road, Groton, Connecticut and for the data room at 55 Farmington Avenue, Hartford, Connecticut (collectively or individually as the context requires, the "Facility").

The below areas of the Groton data center must be serviced:

- A. 9000 sq. ft. of raised data center flooring located on the 2nd floor, including one hundred fifty (150) server cabinets and thirty six (36) four-post racks;
- B. Break room located on the 2nd floor (300 sq. ft. Linoleum);
- C. Carpeted Lobby and Command Center located on the 2nd floor (1200 sq. ft.);
- D. Entire Hallway (1200 sq. ft. Linoleum) located on the 1st floor; and
- E. Front and back stairwells and the freight elevator located on the 1st floor.

The below areas of the Hartford data room must be serviced:

- A. 450 Sq. Ft. of linoleum tile on the 1st floor; and
- B. 10 server cabinets and three (3) two-post racks are on the on the 450 sq. ft. located on the 1st floor.

2. Services

A. The Contractor:

1. Shall thoroughly complete the Services as described in detail, including this Exhibit A and as scheduled in the Task and Frequency Schedule, attached as Exhibit E, in a professional manner, using quality equipment and materials that conform to all current Federal, State and local regulations.
2. Shall be responsible to oversee that the Services are completed in accordance with the Contract.
3. Shall provide a minimum of one (1) employee that is literate in the English speaking language who is able to communicate with the Client Agency.
4. Shall ensure that the Facility at all times conforms to the level of cleaning indicated in the Tasks Procedure Section XIV of this Exhibit A to ensure that the Facility is uniformly clean, hygienic and meets the approval of the Client Agency.
5. Shall provide the labor, materials and equipment necessary for cleaning and maintenance, except as otherwise specified herein.
6. Shall provide backup staff in the event the primary cleaners or supervisor be unable to perform the work in accordance with the Contract.
7. Shall upon the completion of the annual Services, complete an indoor air quality test. The testing shall be for sulfur and nitrogen oxides, hydrogen sulfide, fine and ultrafine particulate matter, carbon monoxide, ambient temperature and relative humidity. The Contractor shall

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provide three (3) copies of the test results to the Client Agency Designee.

8. Shall notify the Client Agency Designee in writing within five (5) business days prior to any Contractor representative change.

B. The Client Agency:

1. Shall designate or assign a representative(s) to act on behalf of the Client Agency regarding all matters affecting the Services (the "Client Agency Designee"). The Client Agency shall identify the Client Agency Designee upon commencement of the Contract.

3. Facility Access - Groton

- A. Contractor's employees shall first register with security at the Pfizer Visitor's Center (located at 284 Shennecossett Road, Groton) and register again with security at the 2nd floor entrance of building number B230 on the Pfizer campus upon arrival at the Facility.
- B. Contractor's employees shall load and unload all cleaning equipment through the loading dock area located at the back of the 1st floor of the Facility.
- C. Contractor's employees shall only use the freight elevator to transport cleaning equipment to the data center located on the 2nd floor.

4. Facility Access - Hartford

- A. Contractor's employees shall use the parking lot across from 55 Farmington Avenue and proceed to the front entrance of the Facility to register with security.
- B. Contractor's employees shall load and unload all cleaning equipment through the loading dock area located at the back of the Facility.

5. Security

- A. The Contractor, at its own cost, shall complete a comprehensive background investigation of all employees assigned to the Contract; at least forty eight (48) hours prior to the commencement of work by any employee. Background checks must detail employment history, arrest information and citizenship as well as any other information requested by Client Agency. The results of background checks must be submitted to the Client Agency Designee by Contractor immediately upon completion. The Client Agency Designee reserves the right to verify background investigations of Contractors' employees. Client Agency may reject potential Contractor employees based upon background check results.
- B. Contractor shall adhere to established security and/or property entrance policies and procedures for the Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter the Facility for the purpose of carrying out the scope of work described in this Contract.
- C. The Contractor shall train its employees in the security requirements and emergency evacuation procedures as described by the Client Agency Designee and will be responsible for enforcing the security rules as such rules apply to its employees.

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- D. Contractor shall provide identification badges for all employees at no cost to the Agency. The badges will have the company name/logo, employee's photograph, name and signature. The badges will be worn by the employee at all times within the Facility. Contractor's employees may not lend identification badges to another person.

6. Limitations on Site

The Contractor nor any of its employees or subcontractors:

- A. Shall not bring or use drugs or alcohol at the Facility or any other State property.
- B. Shall not bring any unauthorized personnel, including children, onto the Facility or any other State property.
- C. Shall not use any telephones, office equipment or any other personal property belonging to the State, the Client Agency Designee or any employee of the State.
- D. Shall not remove any recyclables from the Facility.

7. Property Damage

The Contractor shall be responsible for the repair or replacement cost of any damage to State and or personal property caused by the use, misuse, or negligence of the Contractor or the Contractor's employees or subcontractors. The Contractor shall report, in writing, any damage to Client Agency property with twenty-four (24) hours of the occurrence of the damage.

8. Performance Monitoring

Throughout the term of this Contract, Client Agency Designee and the DAS will monitor the Performance of the Contractor. The Client Agency Designee shall report to DAS and the Contractor if breach or poor performance is found at the Facility. All data collected will be saved to the Contract filed and DAS shall use such data to determine whether the Contractor is qualified for future bids / proposal evaluations.

9. Assessment of Damages

- A. In the event that the Contractor provides unsatisfactory service(s) or fails to comply with the terms of the Contract and such unsatisfactory service is remedied at the option of the Client Agency Designee and DAS by State employees or by third party contractors, Contractor shall pay to Client Agency the full amount expended to correct the deficiencies, as assessed by the Client Agency Designee or DAS.
- B. In the event of any delays or deficiencies in the Contractor's performance, Client Agency Designee and DAS reserve the right to assess damages in an amount equal to the cost to the State to rectify any delay or deficient performance. Determination and assessment of such amounts due will be made by DAS in its sole discretion.

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- C. Any assessment of damages that is imposed upon the Contractor will be paid by the Contractor in the manner required by DAS.

10. Chemicals and Supplies

- A. Contractor shall purchase and issue all chemicals in their original containers. Chemicals or supplies or both that require precautionary warnings must have those warnings affixed to all containers as prescribed by law, regulation or ordinance. Labeling of containers of hazardous, toxic substances or waste must be in compliance with all Federal, State and Local laws, regulations and rules. Contractor shall only use germicidal disinfectants that bear a United States Environmental Protection Agency ("EPA") Registration Number.
- B. Contractor shall use cleaning products that comply with the provision of Conn. Gen. Stat. Section 4b-15a which must be "Green Seal" and/or certified EcoLogo "greenproducts." Green products are identified by EcoLogo on its website: <https://spot.ul.com/main-app/products/catalog/?filter=Certification:ECOLOGO%2520Certification> Green products are identified by Green Seal on its website: <http://www.greenseal.org/FindGreenSealProductsAndServices.aspx>. Contractor shall utilize all cleaning products in accordance with the manufacturer's stated 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 USC 136 et 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

Contractor shall furnish all cleaning equipment necessary to perform the Services. Such equipment will be the size and type customarily used in work of this kind and no equipment will be used which is harmful to the Facility or its contents. The Contractor shall provide all consumables relating to the equipment at no expense to the Client Agency.

- A. Provide vacuum cleaning with quadruple filtration system capable of trapping particles to .3 microns HIPPA filter.
- B. Use only electrical equipment which is UL listed or classified.
- C. Utilize A/C power only from designated wall receptacles.

12. OSHA Compliance

Contractor shall comply with United State Department of Labor Occupational Safety and Health

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Administration "(OSHA)" guidelines. As such, Contractor shall:

- A. Furnish to the Client Agency Designee copies of the Safety Data Sheets ("SDS") for all products used, within ten (10) business days after contract award date or prior to the utilization of product.
- B. Supply employees with a first aid kit, per OSHA requirements and based on the number of employees.
- C. Update SDS annually and submit them to the Client Agency Designee.
- D. Comply with all applicable OSHA and EPA requirements related to the performance of this Contract, including but not limited to safety, training, equipment, toxic and hazardous substances and labeling of chemical containers.
- E. Comply with all applicable Federal and State safety laws and regulations to ensure a safe working environment.

13. Schedules and Days of Operation

The Contractor shall perform all Services at a mutually agreed upon date and time during the Client Agencies regular business hours of Monday through Friday between 9:00AM through 3:00PM. The State reserves the right to change schedules at any time to meet its requirements.

14. Tasks Procedure

The Contractor shall perform the Services as described below and as described and scheduled in accordance with Exhibit E, Task and Frequency Schedule – Groton and Exhibit F, Task and Frequency Schedule - Hartford which is attached hereto and made a part of this Contract.

- A. Contractor shall move any carts, chairs and recycling/trash containers to provide cleaning access and return items to their original positions when cleaning is complete.
- B. Contractor shall sweep and/or vacuum entire surface area of the raised floor prior to lifting of any floor tiles.
- C. Contractor shall vacuum under the raised floor to remove all dirt and debris; lifting no more than eight (8) square feet (4 tiles) of floor at a time to ensure that the structural integrity of the raised floor is maintained.
- D. Contractor shall ensure that at no time will any hardware devices be shifted or disturbed.
- E. Contractor shall hand wipe the edges of each floor tile/sub floor surface.
- F. Contractor shall vacuum clean and wipe each raised floor support channel.
- G. Contractor shall vacuum clean all impurities from any perforated floor panels.

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- H. Contractor shall vacuum clean under all computer equipment with special attention directed to cables, wiring, sensors and detectors to assure that there is no interruption in service to the room or hardware devices.
- I. Contractor shall replace tiles as lifted to meet or exceed the original structural integrity of the raised floor.
- J. Contractor shall vacuum clean the top of each floor surface immediately after cleaning under floor.
- K. Contractor shall strip any old wax finish, ink, dirt, debris and floor build-up including the removal of tape, gum and tar.
- L. Contractor shall neutralize any contaminants and corrosives it encounters.
- M. All spots and stains in high traffic carpeted areas shall be treated with a spot cleaning solution and a soft bristle brush.
- N. Contractor shall apply floor wax to linoleum floors only at the Groton data center.
- O. The Contractor shall not use wax in the Hartford data room.

15. Emergency Services

Emergency services to be provided by the Contractor may include but are not limited to cleaning spills, leaks, and breakages. Upon request for the performance of such tasks, the Contractor shall submit a written proposal, utilizing Exhibit B Price Schedule hourly rate. Client Agency Designee shall review and approve all charges for additional work prior to the start of Services.

ADDITIONAL TERMS AND CONDITIONS:

16. Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

17. P-Card (Purchasing MasterCard Credit Card)

- A. Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

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- B. Contractor shall be equipped to receive orders issued by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.
- C. The Contractor shall capture and provide to its merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.
- D. Questions regarding the state of Connecticut MasterCard Program may be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

18. Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

19. Worker Retention

Contractor shall retain the employees of the prior contractor providing Services at the Facility pursuant to CGS § 31-57(g) and CGS § 4a-82(o).

20. Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Contract.

21. Invoices and Payments

Payment and invoicing inquiries should be directed to the Bureau of Enterprise Systems and Technology.

All invoices must include:

- A. Contractor F.E.I.N. or Social Security number.
- B. Complete Contractor name and billing address.
- C. Invoice number and date.
- D. Purchase order number.
- E. Itemized description of services and/or material supplied.

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- F. Adjustments, if applicable.
- G. Certified Payroll
- H. Quantity, unit, unit price, and extended amount.
- I. Ticket numbers corresponding to each invoice must be listed or attached to the company invoice as a separate sheet, if applicable.
- J. Work periods and traffic control prices must be itemized, if applicable.

The Contractor shall invoice the Client Agency upon completion of the Services rendered and in accordance with Exhibit B Price Schedule. For prompt payment processing, invoices must be mailed to the following address:

State of Connecticut
Department of Administrative Services
Bureau of Enterprise Systems and Technology
450 Columbus Blvd, Suite
Hartford, CT 06103

Payments may be delayed if the invoice form is not properly completed in accordance with the instructions set forth above.