

**Amendment # 1 to the  
Agreement Between**

**Western Connecticut State University**

*and*

**ANC Cleaning Services Corporation**

**Western Connecticut State  
University  
181 White Street  
Danbury, Connecticut 06810  
Mark Case – Director for  
Administrative Services  
203-837-8657**

*and*

**ANC Cleaning Services Corp.  
(Hereinafter “Contractor”)  
162 South St.  
Danbury, CT 06810  
Angel Brito - President**

The original agreement and all subsequent amendments thereto (which are attached hereto) by and between Western Connecticut State University and the Contractor, last executed on March 16, 2018 (collectively “Current Agreement”), is hereby amended as follows:

**II. Term of the Agreement**

This Agreement shall become effective only as of the date of signature by the Agency’s authorized officials and, the date of approval by the Office of the Attorney General (OAG), if applicable, and shall continue in effect until August 31, 2019, unless terminated in accordance with the terms of Section 7 below. The pricing in Attachment B “Pricing Sheet Summer 2019 (Option Year)” shall apply.

All provisions of the current Agreement, except those which are explicitly modified hereby, shall remain unchanged and continue in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Agreement by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.



**INSTITUTION**

**Western Connecticut State University**

**Statutory Authority: C.G.S. §§ 4a-52a, 10a-151b**

By: Sean Loughran

Print Name: Sean Loughran

Title: VP of Finance + Admin

Date: 8/24/18

**CONTRACTOR**

**ANC Cleaning Services Corporation**

By: [Signature]

Print Name: Angel Brito

Title: President

Date: 8/24/18

**By the Connecticut Attorney General**

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated December 30, 2015. Therefore, no signature is required below.

**Agreement  
Between  
Western Connecticut State University  
AND  
ANC Cleaning Services Corporation**

This Agreement ("Contract") is entered into by and between Western Connecticut State University, a constituent unit of the State of Connecticut System of Higher Education, with an address of 181 White St., Danbury, CT 06810 (hereinafter the "Institution" or "University"), and ANC Cleaning Services Corporation (hereinafter the "Contractor") with a principal place of business at 162 South St., Danbury, CT 06810 to provide summer cleaning services for Institution's Westside Campus Residence Halls.

**I. GENERAL**

1. Contractor shall provide cleaning services as specified at Centennial Hall, Grasso Hall, and Pinney Hall located at the Westside Campus of Western Connecticut State University") in Danbury CT. It is the intent of this contract to maintain the specified areas of the above buildings in a clean and sanitary condition in conformance with acceptable cleaning industry standards and with cleaning standards established by the University and/or the State of Connecticut.

A. Cleaning Program: The cleaning program would entail performing Initial, Regular, and Deep Cleaning services in Centennial Hall, Grasso Hall, and Pinney Hall on the University's Westside Campus. The cleaning phases are required to support camps the University hosts during the summer intersession along with preparing the residence halls for the Fall 2018 semester. Note that the final amount of rooms to be cleaned by phase will depend on occupancy and usage, with the University advising a final amount by May 1, 2018. These cleaning phases are as follows:

(i) Initial Cleaning: There will be an Initial Cleaning service of rooms after the University students vacate the premises at the conclusion of the Spring 2018 semester. The Contractor will be required to provide initial cleaning services as specified in section 2.04 from Apartments need to be cleaned according to specifications so that the University can provide housing for incoming campers and staff. The dates of the Initial Cleaning shall be from on or about May 14, 2018 through June 3, 2018.

(ii) Regular Cleaning: As one camp session ends the Contractor will be required to provide Regular Cleaning service of rooms so that the University can provide housing for the incoming new campers arriving each week. Camps generally are held for one week or two week sessions Monday through Friday. The dates of the Regular Cleaning shall be from on or about June 4, 2018 through July 29, 2018.

(iii) Deep Cleaning: As camps conclude and apartments become available throughout July and the beginning of August, in preparation for the opening of the Fall 2018 semester and return of University students, the Contractor will be required to Deep Clean every apartment as specified in section 2.04 so that the University students can return to the residence halls for the Fall 2016 semester. The dates of the Deep Cleaning of all apartments shall be from on or about July 30, 2018 through August 10, 2018. Note that depending upon usage and occupancy, the University reserves the right at its discretion to have Contractor proceed directly to the Deep Clean phase prior to the anticipated July 30, 2018 date and bypass the Initial and Regular Cleanings.

**B. Building Summaries**

- (i) A detailed breakdown of apartments, apartment type, and quantity per building is as follows:

Pinney Hall: (92) apartments, as follows:

(82) 3 bedroom, 2 bath, kitchen  
(10) 1 bedroom, 1 bath, kitchen

Centennial Hall: (102) apartments, as follows:

(81) 2 bedroom suites, 1 bath  
(12) 1 bedroom suites, 1 bath  
(10) 1 bedroom suite, 1 bath, kitchen

Grasso Hall: (71) apartments, as follows:

- (63) 2 bedrooms, 1 bath, kitchen
- (6) 1 bedroom, 1 bath, kitchen

C. Scope of Cleaning: The Contractor shall perform cleaning cycle in all of the following areas per frequency identified by the University, as further defined as follows:

(i) General: Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal, State, and local environmental and antipollution regulations.

(ii) Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

(iii) Equipment and Supplies: Unless otherwise noted, the Contractor shall furnish, at its own expense, all cleaning supplies, equipment and materials, including, but not limited to vacuum cleaners, brooms, mops, pails, wringers, disinfectants, polish, and other expendables necessary to properly perform the required work and meet the requirements of the contract. All supplies and electrically operated equipment shall be properly grounded and all equipment shall be in safe working order.

(iv) Initial Cleaning: The Contractor shall provide initial cleaning prior to summer occupancy. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Contractor shall complete the following cleaning operations:

1. Clean student rooms of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the garbage area inside the building.

2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Wash bathroom floors. Use appropriate cleaning products for bathroom surfaces. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.

3. Kitchens: Wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances. Wash kitchen floors. Clean stovetop, oven and utility drawers. Stovetop exhaust hoods need to have grease and dirt removed from exterior surfaces and underneath. Remove filter and clean. Clean refrigerator inside and out. Stove and refrigerator need to be pulled away from the wall so the appliance, floor and adjacent wall surfaces can be cleaned.

4. Bedrooms and common suite areas: Vacuum carpet and similar soft surfaces, removing debris and excess nap. Steam extract all carpeted areas removing all visible soil and stains. Vacuum seat cushions. Where applicable, wash kitchen floors.

5. Clean all windows, sills and blinds.

6. Clean interior and exterior of cupboards and drawers.

7. All walls, baseboards & hard surfaces need to be wiped down.

8. Clean transparent materials, including mirrors and glass in doors and windows.

9. Remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from interior and exterior surfaces; vacuum and dust behind grilles, louvers and screens; wash floor surfaces not otherwise finished; clean metal doors and frames; clean metal work; clean equipment; clean hardware; clean and polish glass on both sides; clean and polish mirrors.

10. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Clean all light fixtures by removing lens or covers. Notify management to report burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.

11. Inform Facilities of parts that need replacement (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages.)
12. Reset Furniture to provided floor plans where necessary.
13. Leave rooms clean and ready for occupancy. All initial cleaning shall be subject to acceptance by facilities management.

(v) Regular Cleaning: The Contractor shall provide regular cleaning services up to three (3) times per room in support of turnover of apartments during summer occupancy. Cleaning shall conform to industrial cleaning standards and provide for a sanitary and safe working environment. Cleaning must be scheduled to take place during the listed time frame during the day or the evening before unless special arrangements are made with the facility manager to provide access after-hours for emergency work or special cleaning hours. For the Regular Cleaning, Contractor shall complete the following cleaning operations:

1. Clean student rooms of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the garbage area inside the building.
2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Use appropriate cleaning products for bathroom surfaces. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.
3. Kitchens: Wet mop vinyl floors and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances.
4. Bedrooms and common suite areas: Sweep and wet mop all non-carpeted floors. Vacuum carpet and similar soft surfaces, removing debris and excess nap; spot steam extract if visible soil or stains remain.
5. Vacuum seat cushions.
6. Sweep all solid surface floors and wet mop using a neutral cleaner. Remove spills, stains, and other foreign deposits.
7. Clean transparent materials, including mirrors and glass in doors and windows.
8. Reset Furniture to provided floor plans where necessary.
9. Leave rooms clean and ready for occupancy.

(vi) Deep Cleaning: The Contractor shall provide a Deep Cleaning of the rooms prior to the return of the University student population. Contractor shall conduct cleaning and waste-removal operations in compliance with local laws and ordinances and Federal and local environmental and antipollution regulations. Contractor shall be responsible for moving and resetting all furniture during the Deep Cleaning. Contractor shall not stack furniture while stripping, waxing, and cleaning the floors. For the Deep Cleaning, Contractor shall complete the following cleaning operations:

1. Clean student rooms, per attached room list of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the garbage area inside the building.
2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Use appropriate cleaning products for bathroom surfaces. Using an approved stripper and wax, strip and wax all VCT bathrooms applying a minimum of three coats of gloss finish wax. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.
3. Kitchens: Wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances. Using an approved stripper and wax, strip and wax all VCT kitchens applying a minimum of three coats of gloss finish wax. Clean stovetop, oven and utility drawers. Stovetop exhaust hoods need to have grease and dirt removed from exterior surfaces and underneath. Remove filter and clean. Clean refrigerator inside and out. Stove and refrigerator need to be pulled away from the wall so the appliance, floor and adjacent wall surfaces can be cleaned.

4. Bedrooms and common suite areas: Vacuum carpet and similar soft surfaces, removing debris and excess nap; Steam extract all carpeted areas removing all visible soil and stains. Vacuum seat cushions. Where applicable, using an approved stripper and wax, strip and wax all VCT bedrooms applying a minimum of three coats of gloss finish wax.

5. Clean all windows, sills and blinds.

6. Clean interior and exterior of cupboards and drawers.

7. All walls, baseboards & hard surfaces need to be wiped down.

8. Clean transparent materials, including mirrors and glass in doors and windows.

9. Remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from interior and exterior surfaces; vacuum and dust behind grilles, louvers and screens; wash floor surfaces not otherwise finished; clean metal doors and frames; clean metal work; clean equipment; clean hardware; clean and polish glass on both sides; clean and polish mirrors.

10. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Clean all light fixtures by removing lens or covers. Notify management to report burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.

11. Inform University Facilities Management of items that need replacement (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages.)

12. Reset furniture to provided floor plans where necessary.

13. Leave rooms clean and ready for occupancy. All final cleaning shall be subject to acceptance by University Facilities Management.

D. Cleaning Emergencies: On occasion, a cleaning emergency may arise in one of the residence halls being cleaned. Upon request by the University, the Contractor shall handle the emergency at the contracted hourly emergency rate noted in Attachment A.

E. Cleaning Schedule and Program: The Contractor shall submit to the University, prior to the beginning of work, a complete program for the cleaning of the apartments. This shall include a listing of chemicals and cleaning procedures. The program should also include the following:

1. A description, detailed by location, labor assignments and supervisory assignments, of the manner in which the University account will be handled.

2. Total number of employees involved in each phase of cleaning contract.

3. Total projected labor hours in performing contracted cleaning services.

4. Proposed plan for service level maintenance in the event of employee or supervisory sickness, vacation, or unpaid absence.

F. The Contractor shall not commence work under this contract until the schedule and cleaning program have been reviewed and approved by the University. Contractor shall comply with all requirements of the approved schedule and program.

G. Materials, Equipment, and Storage

1. Unless otherwise noted, the Contractor shall furnish, at its own expense, all cleaning supplies, equipment and materials, including, but not limited to vacuum cleaners, brooms, mops, pails, wringers, disinfectants, waxes, polish, soaps, trash can liners, recycling liners (color blue or clear), hooks and other expendables necessary to properly perform the required work and meet the requirements of the contract. All supplies and electrically operated equipment shall be properly grounded and all equipment shall be in safe working order.

2. Materials Safety Data Sheets – The Contractor shall maintain an on-site file of Material Safety Data sheets for all products used as required by OSHA. Such on-site file shall be made available by the Contractor at all times to OSHA and the owner. This file must be made available upon award at the request of the University.

3. The Contractor shall use slip resistant floor wax or floor finish having a static co-efficient fraction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

4. The University shall provide the Contractor with room(s) for storage of Contractor's supplies and equipment. Contractor shall not store or utilize any electrical appliances in this room.

#### H. Building Access and Security

1. The Contractor shall be required to pick up and drop off keys and/or identification badges nightly with the University's Campus Police.

2. The Contractor shall be responsible for complying with all applicable University regulations for vehicle parking.

#### I. Employee Qualifications

1. **Security** – The Contractor is responsible for conducting a comprehensive background investigation of all employees assigned to the University facilities. The statewide background check will detail at a minimum employment history, arrest information, and citizenship.

2. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall provide evidence of employee's training and instruction in proper cleaning procedures and safe and proper use of cleaning products. Contractor shall also provide additional training for employees who exhibit poor understanding or implementation of proper cleaning procedures.

3. Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with University personnel. The minimum language competency is essential to permit discussion of University concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and no emergency situations.

4. All employees and agents of the Contractor shall be subjected to the jurisdiction of the University representative while performing services on University property. Each employee must comply with the "Standards of Conduct" applicable to all employees of Western Connecticut State University, as listed in Article 2.09.

#### J. Supervision

1. **Meeting with Contractor's Supervisor:** The University's Facility Manager will meet with the Contractor's supervisor to review issues and to receive instructions relative to cleaning activities, as needed.

2. **Contractor's Daily Inspection Responsibilities:** The Contractor shall inspect each apartment upon completion of cleaning.

K. **Checklist and Inspection Report Form:** The University shall monitor Contractor's compliance with the terms of cleaning by way of random inspections to be performed by designated University personnel. Inspection results will be indicated on a form entitled "Checklist and Inspection Report Form" and will be classified as "Acceptable", "Needs Improvement", or "Unacceptable." The exact content of the form shall be developed by the University and shall reflect the requirements of this contract. The University shall present the job completion checklist to the Contractor's supervisor. The Contractor's supervisor shall sign said job completion checklist. The signed checklist will constitute a record of the Contractor's compliance or noncompliance with the terms of the contract. In the event the Contractor fails to satisfactorily complete an "Unacceptable" item within three (3) calendar days can result in termination of the contract by the University. The University reserves the right to revise the checklist from time to time and to make necessary changes as required to ensure the timely and adequate cleaning of each building.

#### L. Contractor's Default/Termination of Contract

1. **Written Notice** – In the event that the Contractor fails to perform in accordance with any of the terms, conditions, or obligations of this agreement, the University shall notify the Contractor, in writing, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within three (3) calendar days of Contractor's receipt or written notice from the University, the University may, at its discretion, terminate this agreement. The University shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

M. Contractor's Insurance

1. General – The contractor shall not commence work under this contract until he has filed with the University a Certificate of Insurance indicating the Contractor carries insurance in accordance with the following requirements and stipulations:

(i) Contractor's Public Liability and Property Damage Insurance:

a. With respect to the operations performed by the Contractor and those performed for him by subcontractors, the Contractor shall carry regular Contractor's public liability insurance providing for a total limit of one million (\$1,000,000) dollars for all damages arising out of bodily injury or death of all persons in any one accident or occurrence, and for all damages arising out to injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or

Aggregate limit of two million (\$2,000,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

b. The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by automobile liability insurance in the following amounts: Total limit of three hundred thousand (\$300,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or aggregate limit of five hundred thousand (\$500,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury or destruction of property during the policy period.

(ii) Worker's Compensation Insurance – With respect to all operations performed by the Contractor and those performed by the Contractor's subcontractors, the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

(iii) Termination or Change Insurance – Each insurance policy shall be endorsed to provide that the insurance company shall notify the University by certified mail at least thirty (30) days in advance of termination of or any change in the policy. All notices shall be sent to the University in care of the Director of Administrative Services. No change shall be made without prior written approval of the University. The Contractor shall keep all the required insurance in continuous effect until the University determines that the Contractor had fulfilled all of its obligations under the contract.

(iv) Claims – Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

(v) Compensation – There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.

(vi) Deductible Clause – Insurance contracts required under this section shall not contain a deductible clause. As to all coverage required above, the State of Connecticut, care of Western Connecticut State University, shall be named as an additional insure

N. Project Management: The awarded Contractor shall provide a Project Manager/Supervisor to oversee and coordinate all activities. The Project Manager shall have the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project related correspondence. The Project Manager/Supervisor shall attend project management meetings with University personnel, during which time project issues are discussed, scheduled, confirmed, and/or resolved.

O. Standard Wages: Awarded Contractor(s) must comply with all provisions of Connecticut State Statute 31-57f, Standard Wage Rates for Certain Service Workers as listed by the State of Connecticut's Department of Labor for the area of Danbury, CT. Contractor shall submit on a bi-weekly payroll records to Mark Case, the University's Director for Administrative Services. The pricing schedule may be adjusted to reflect any increase in the standard wage rate that may occur, as mandated by State law. The pricing schedule will not be adjusted to reflect new standard wage rates and not made effective until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the University, substantiating the increase in Contractor labor costs as a result of changes to the standard wage rate.



II. TERM OF THE AGREEMENT

This Agreement shall become effective only as of the date of signature by the Agency's authorized officials and, the date of approval by the Office of the Attorney General (OAG), if applicable, and shall continue in effect until August 31, 2018 unless terminated earlier in accordance with the terms of Section 7 below. The Initial Term of this Agreement to accommodate the Summer 2018 cleaning program shall conclude on August 31, 2018. The Agreement may be amended to accommodate the Summer 2019 cleaning, or parts thereof, by a written amendment signed by the parties hereto and approved by the OAG when applicable, with any amendment exercised not later than January 31, 2019. If this Agreement is not amended by January 31, 2019 for the Summer 2019 cleaning program, the Agreement shall be considered expired. The pricing in Attachment B "Pricing Sheet Summer 2019 (Option Year)" shall apply to any amendment exercised. The University reserves the right to amend or not amend this Agreement and reserves the right to rebid and award the Summer 2019 cleaning program.

III. COST

1. **Pricing and Payments:** The total value of this Agreement shall not exceed \$185,150.00 for Summer 2018 cleaning services, detailed as a not to exceed value of \$175,150.00 for the cleaning of the apartments per the aforementioned phases and not to exceed \$10,000.00 for unforeseen emergency work. For the Summer 2019 cleaning services option year, the value shall not exceed \$188,845.00, detailed as \$178,845.00 for the cleaning of the apartments per the aforementioned phases and not to exceed \$10,000.00 for unforeseen emergency work. The total value of this Agreement shall not exceed \$373,995.00, Contractor shall perform emergency work only upon the approval and authorization of the University. Contractor shall be compensated based on the completion of the apartments by cleaning phase. Compensation shall be made to the Contractor net 45 days following the completion of services. Attachments A and B "Pricing Sheets" incorporate cleaning rates by apartment and an emergency hourly rate, with such rates remaining firm for the duration of the Agreement.
2. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

**MUST BE COMPLETED**

If to the Institution*:	Western Connecticut State University 181 White St Danbury, CT 06810 Attn: Mark R. Case – Director for Administrative Services
If to the Contractor*:	ANC Cleaning Service 162 South St. Danbury, CT 06810 Attn: Angel Brito – President

[Note: \*Any party may change its Notice information in writing in accordance with this Section.]

IV. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **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.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any Immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
7. **Termination.**
  - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
  - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
    - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.
  - c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
  - d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution 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 Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, 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 institution

is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution 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 the Institution may request.

- f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.

8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

9. **Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "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; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "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; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

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

to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as it relates to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 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.

10. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.

12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
16. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.
17. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
18. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (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.
19. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
20. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: *The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which*

cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

21. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.
22. **Contractor's Standards of Conduct.**
- (a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
  - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
  - iii. Smoking in buildings;
  - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
  - v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
  - vi. Unauthorized use of Institution vehicles, equipment or property;
  - vii. Use of University telephones for personal business;
  - viii. Removal or theft of University property;
  - ix. Unauthorized duplication or possession of University keys;
  - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
  - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
  - xii. Interference with the work of other employees;
  - xiii. Work attire other than the specified uniform;
  - xiv. Loud, vulgar behavior or the use of profanity.
- (b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

**V. ACCEPTANCE OF AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**Western Connecticut State University**

**ANC Cleaning Service Inc.**

By: <u>Sean Loughran</u>	By: <u>[Signature]</u>
Print Name: <u>Sean Loughran</u>	Print Name: <u>Angel Buiton</u>
Title: <u>VP of Finance + Admin</u>	Title: <u>President</u>
Date: <u>3/16/18</u>	Date: <u>3/14/18</u>

**By the Connecticut Attorney General**

This contract template, having been reviewed and approved as to form by the Connecticut Attorney General, is exempt from review pursuant to a Memorandum of Agreement between the Connecticut State Colleges and Universities, Board of Regents for Higher Education and the Connecticut Attorney General dated December 30, 2015. Therefore, no signature is required below.



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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

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### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly *solicit* contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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### DUTY TO INFORM

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

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### PENALTIES FOR VIOLATIONS

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

**Civil penalties** - Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

**Criminal penalties** - Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

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### CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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## DEFINITIONS

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"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. "Subcontractor" does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.



Attachment A "Pricing Sheet"  
Summer 2018

Section 1: Apartment Cleaning Rates

Phase 1: Initial Cleaning (Not to Exceed Value of \$43,980.00)

<u>Apartment Quantity and Type</u>	<u>Unit Price per Apartment</u>
A. <u>Pinney Hall</u>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	<u>\$190.00/Apartment</u>
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$140.00/Apartment</u>
B. <u>Centennial Hall</u>	
(81) Apartments with (2) bedroom suites, and (1) bath	<u>\$160.00/Apartment</u>
(12) Apartments with (1) bedroom suite and (1) bath, and (1) kitchen	<u>\$140.00/Apartment</u>
(10) Apartments with (1) bedroom suite and (1) bath	<u>\$140.00/Apartment</u>
C. <u>Grasso Hall</u>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	<u>\$160.00/Apartment</u>
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$120.00/Apartment</u>

Phase 2: Regular Cleaning (Not to Exceed Value of \$80,940.00, with all of the rooms being cleaned up to (3) times)

<u>Apartment Quantity and Type</u>	<u>Unit Price per Apartment</u>
A. <u>Pinney Hall</u>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	<u>\$110.00/Apartment</u>
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$100.00/Apartment</u>
B. <u>Centennial Hall</u>	
(81) Apartments with (2) bedroom suites and (1) bath	<u>\$100.00/Apartment</u>
(12) Apartments with (1) bedroom suite and (1) bath and (1) kitchen	<u>\$90.00/Apartment</u>
(10) Apartments with (1) bedroom suite and (1) bath	<u>\$90.00/Apartment</u>
C. <u>Grasso Hall</u>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	<u>\$100.00/Apartment</u>
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$80.00/Apartment</u>

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**Phase 3: Deep Cleaning (Not to Exceed Value of \$50,230.00)**

<u>Apartment Quantity and Type</u>	<u>Unit Price per Apartment</u>
<b>A. <u>Pinney Hall</u></b>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	<u>\$195.00/Apartment</u>
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$160.00/Apartment</u>
<b>B. <u>Centennial Hall</u></b>	
(81) Apartments with (2) bedroom suites and (1) bath	<u>\$195.00/Apartment</u>
(12) Apartments with (1) bedroom suite and (1) bath, and (1) kitchen	<u>\$160.00/Apartment</u>
(10) Apartments with (1) bedroom suite and (1) bath	<u>\$175.00/Apartment</u>
<b>C. <u>Grasso Hall</u></b>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	<u>\$190.00/Apartment</u>
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$170.00/Apartment</u>

**Section 2: Emergency Hourly Cleaning Rate**

Hourly rate for unforeseen emergency cleaning services	<u>\$30.00/hr.</u>
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**Attachment B "Pricing Sheet"**  
**Summer 2019 (Option Year)**

**Section 1: Apartment Cleaning Rates**

**Phase 1: Initial Cleaning (Not to Exceed Value of \$46,115.00)**

<b><u>Apartment Quantity and Type</u></b>	<b><u>Unit Price per Apartment</u></b>
<b>A. <u>Pinney Hall</u></b>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	<u>\$200.00/Apartment</u>
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$145.00/Apartment</u>
<b>B. <u>Centennial Hall</u></b>	
(81) Apartments with (2) bedroom suites and (1) bath	<u>\$170.00/Apartment</u>
(12) Apartments with (1) bedroom suite and (1) bath, and (1) kitchen	<u>\$145.00/Apartment</u>
(10) Apartments with (1) bedroom suite and (1) bath	<u>\$145.00/Apartment</u>
<b>C. <u>Grasso Hall</u></b>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	<u>\$165/Apartment</u>
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$125/Apartment</u>

**Phase 2: Regular Cleaning (Not to Exceed Value of \$81,480.00, with all of the rooms cleaned up to (3) times)**

<b><u>Apartment Quantity and Type</u></b>	<b><u>Unit Price per Apartment</u></b>
<b>A. <u>Pinney Hall</u></b>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	<u>\$110.00/Apartment</u>
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$100.00/Apartment</u>
<b>B. <u>Centennial Hall</u></b>	
(81) Apartments with (2) bedroom suites and (1) bath	<u>\$100.00/Apartment</u>
(12) Apartments with (1) bedroom suite and (1) bath, and (1) kitchen	<u>\$90.00/Apartment</u>
(10) Apartments with (1) bedroom suite, and (1) bath	<u>\$90.00/Apartment</u>
<b>C. <u>Grasso Hall</u></b>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	<u>\$100.00/Apartment</u>
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	<u>\$80.00/Apartment</u>

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**Phase 3: Deep Cleaning (Not to Exceed Value of \$51,250.00)**

**Apartment Quantity and Type**

**Unit Price per Apartment**

**A. Pinney Hall**

(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen

**\$200.00/Apartment**

(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen

**\$170.00/Apartment**

**B. Centennial Hall**

(81) Apartments with (2) bedroom suites and (1) bath

**\$200.00/Apartment**

(12) Apartments with (1) bedroom suite and (1) bath, and (1) kitchen

**\$165.00/Apartment**

(10) Apartments with (1) bedroom suite and (1) bath

**\$180.00/Apartment**

**C. Grasso Hall**

(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen

**\$190.00/Apartment**

(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen

**\$170.00/Apartment**

**Section 2: Emergency Hourly Cleaning Rate**

Hourly rate for unforeseen emergency cleaning services

**\$30.00/hour**