

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 in this Exhibit A (the "Services") for the Department of Economic and Community Development to service the Westbrook Rest Area located at Interstate Route 95 Northbound, between exits 65 and 66 (the "Facility").

2. Contract Period

The State anticipates that the successful proposer will commence work on 12/28/2019 and continue until 6/30/2021. The contract may, upon mutual consent, be extended.

3. Services

A. Contractor responsibilities:

1. Shall thoroughly complete the Services as described in detail in the Contract, 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 complete in accordance with the Contract.
3. Shall provide employees that are 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 22 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 have a system for monitoring their employee's arrival and departure from the Facility.
7. Shall provide backup staff in the event the primary cleaners or the supervisor is unable to perform the work in accordance with the Contract. Backup staff shall arrive no later than one (1) hour after the scheduled start time.
8. Shall implement a quality control plan to monitor Performance of Services. The Contractor shall track quality control with written reports. The Contractor shall provide all quality control reports within three (3) business days of the Client Agency or DECD's written request. The quality control reports must include the following:
 - A. Exhibit E Task and Frequency Schedule and the schedule in which the tasks will be completed by the cleaners;
 - B. A daily inspection plan by the Contractor to monitor that the Services are in

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- compliance with standards indicated in section 22 (Task Procedure) of this Exhibit A;
- C. Client Agency feedback and assurance that the Client Agency has a high satisfaction of the Services; and
 - D. Implementation of continuous improvements.
- 9. Shall monitor the onsite equipment daily to confirm the safety and integrity of the equipment. Any equipment deemed unsafe shall be removed from the Facility immediately and replaced with an equivalent model.
 - 10. Notify the Client Agency Designee in writing within five (5) business days prior to any Contractor's representative change.
- B. The Client Agency 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.

4. Schedules and Days of Operation

- A. Service is required December 28, 2019 through June 30, 2021, seven (7) days per week Sunday through Saturday, 9:00a.m. through 6:00p.m., May through November and 9:00a.m. through 5:00pm, December through April.
- B. Westbrook Facility is not open to the public after 5:00pm until 9:00a.m., Sunday through Saturday. The Contractor shall clean the rest area's exterior portable toilets, pick up litter, empty trash receptacles and when weather conditions require, perform snow removal in accordance with task W for a total of two (2) hours each day. When the snow removal task necessitates a person remaining on site for longer than the expected two (2) hour duration, the additional time will be paid for in accordance with the price adjustment hourly rate; on Exhibit B.
- C. Contractor and its employees and personnel shall sign in and out of the Facility on an approved time sheet provided by the Client Agency Designee. The Services schedule attached as Exhibit E Task and Frequency Schedule is based on a eighteen (18) month period, identifying and delineating the timeframe for the required Services (e.g. weekly, monthly, semiannual and annual tasks) by the day of the week, the week and month. The State reserves the right to change schedules at its sole discretion at any time to meet its requirements.

5. Winter Season Procedures

During the winter heating season it is necessary to implement special procedures. Failure to follow these procedures may result in frozen water lines, wasteful energy usage, and no

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heat due to lack of fuel (propane). The last person, under contract, leaving the Facility must ensure these procedures are implemented each time the Facility is closed:

1. Wedge open both bathroom doors to allow for heat circulation.
2. Close and lock the boiler room. This will minimize the potential for a fire to spread through the Facility.
3. Set the thermostat in the facility to 55 degrees.
4. Confirm all exterior doors are locked, while gathering supplies to perform tasks "C", "O", "W" and "X".

6. Facility Access

- A. The Contractor shall secure offsite parking for its employees. The State is not responsible for providing parking for Contractor's employees.
- B. Client Agency Designee will provide the Contractor's on-site supervisor with building entry keys and/or key card or code access (collectively "Keys") as applicable. Only the Contractor's on-site supervisor will be authorized to lock or unlock doors for Contractor personnel. The Contractor is responsible for informing its employees of all security measures that must be adhered to. Any violations of such measures caused by Contractor or its employees will subject the Contractor to fines and/or cancellation of the Contract.
- C. All Keys to the Facility will be furnished by the Client Agency Designee to the Contractor. Contractor shall sign a Key receipt form as provided by the Client Agency Designee. All Keys will remain the property of the State and will not be duplicated by the Contractor or its employees. The Contractor shall immediately return all Keys to the Client Agency Designee upon request and at the end of the term of the Contract. If any Keys are not returned by Contractor, a charge for re-keying all affected locksets will be assessed against Contractor. The Contractor shall also assume the cost of re-keying buildings if Keys are broken, lost or stolen by the Contractor or its employees or representatives.
- D. Contractor shall report the loss of any Keys to the Client Agency Designee within two (2) hours after the Contractor or any of its employees or representatives are notified or become aware of such loss. Contractor shall accept full responsibility of such loss and expenses that may result including, but not limited to re-keying of the Facility. Failure of the Contractor to report the loss of any Keys or to accept full responsibility for any loss or expense in accordance with the terms of this provision will be grounds for immediate termination of the Contract.

7. Security

- A. The Facility is staffed by a person representing the Department of Economic and Community Development's Division of Tourism, but on any given day this person may not be present. The Contractor will be expected to report to work regardless. The Contractor is responsible for securing the Facility when they are the last one to leave the Facility.

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There will be times when the Contractor shall unlock and open the Facility in the morning. The Contractor must have the building key in his / her possession and be ready to open or secure the Facility.

- B. The Contractor, at its own cost, shall complete a comprehensive background investigation of all employees assigned to the Contract; including a minimum of two (2) backup employees and two (2) backup supervisors 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.
- C. 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.
- D. The Contractor shall train its employees at no cost to the Client Agency 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.
- E. Contractor shall provide identification badges for all employees at no cost to the Client 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.

8. 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.

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9. Daily Log

- A. The Contractor shall maintain and sign a daily logbook (the "Daily Log") logbook used by the Client Agency Designee to verify that the Services are complete each day and to record any concerns needing corrective action. The Contractor's on-site supervisor shall review, date and sign this Daily Log at the beginning of each shift and shall ensure that noted corrections recorded. If corrections are necessary, it's the Contractor's responsibility to do so.

- B. The Client Agency Designee shall report to the Department of Economic and Community Development "DECD" and the Contractor if breach or poor performance are continuous or unresolved through the use of the Daily Log.

10. Inspections

- A. The Client Agency Designee and Contractor's representative will meet to inspect Services performed at an agreed upon time by the parties, to discuss tasks and areas of concern. The Contractor shall record in the quality control report (as described in section 2 "Services" sub-section 8 of this Exhibit A) a detailed list of any deficiencies brought to its attention by the Client Agency Designee and provide the quality control report to the Client Agency within one (1) day following the inspection. Contractor shall complete corrective work related to such deficiencies within five (5) calendar days of each inspection. If the Contractor or Contractor's representative fail to attend any of the inspection(s) or provide the quality control reports, the Contractor be subject to the Performance Monitoring (as described in section 12 of this Exhibit A).

- B. At any time during the Contract term, the Client Agency may perform unannounced inspections of the Facility. Should deficiencies be discovered, the Client Agency has the option to bring the deficiency to the Contractor's attention through the quality control reporting (as described in section 2 "Services" sub-section 8 of this Exhibit A) or if the deficiency is deemed by the Client Agency to be critical, call Contractor immediately. If such a call is made, the Contractor will have four (4) hours to arrive at the Facility. If a correction is not made to the sole satisfaction of the Client Agency, the Contractor will be subject to the Performance Monitoring (as described in section 12 of this Exhibit).

11. 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 within twenty-four (24) hours of the occurrence of the damage.

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12. 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 DECD 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 DECD.
- B. In the event the Contractor's Services are deemed sub-standard as tracked in the Contractor's quality control report (as described in this Exhibit A, section 2 "Services" sub-section 8); the Contractor and the Client Agency shall negotiate an agreed upon credit to that particular months Service. The credit shall be in a dollar value mutually agreed upon by the Contractor and Client Agency.
- C. In the event the Contractor's employee(s) are not properly trained (as described in this Exhibit A, section 19 "Contractor Training of Contractor Parties") the employee will not be permitted to perform the Services and will be automatically dismissed from the Facility. The Contractor shall prorate any invoice relating to a scheduled workday in which Services were not provided and shall use the prorated formula (as described in Exhibit A section 18 "Schedules and Days of Operation" sub-section B). Any lapses in Services are subject to poor performance and possible termination.
- D. In the event the consumables are lower than the minimum (as described in this Exhibit A, section 13 "Consumables" sub-section B) the Client Agency will purchase one weeks' worth of the consumables deemed below minimum. The Client Agency shall email the Contractor the receipt immediately after the purchase. The total value of the consumable purchase will be automatically deducted from the Contractor's monthly invoice. Consumables that are purchased by the Client Agency multiple times may result in a determination of poor performance and possible termination.
- E. In the event of any delays or deficiencies in the Contractor's performance, Client Agency Designee and DECD 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 DECD in its sole discretion.
- F. Any assessment of damages that is imposed upon the Contractor will be paid by the Contractor in the manner required by DECD.

13. Performance Monitoring

Throughout the term of this Contract, Client Agency Designee and DECD will monitor the Performance of the Contractor. The Client Agency Designee shall report to DECD and the

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Contractor if breach or poor performance is found at the Facility. All data collected will be saved to the Contract file and DECD shall use such data to determine whether the Contractor is qualified for future bids / proposal evaluations.

14. Consumable Goods

- A. Contractor shall provide supplies and/or consumable goods, including but not limited to trash receptacle liners, sanitary napkins, paper towels, toilet paper, hand soap, toilet seat liners, plastic liners (several different sizes), urinal enzyme screens with scented blocks, air fresheners, dispensers and batteries for dispensers. The Contractor shall provide liners for 55 gallon drums that are used as trash cans outside of the building.
- B. Consumables such as toilet tissue, soap, liners, etc., shall be installed in dispensers to ensure an adequate supply for the next day. The Contractor is responsible for the repair, unclogging of a dispenser or the need to replace a broken dispensers. All sinks that do not have a dispenser must have one installed by the Contractor. Hand sanitizer units are the responsibility of the Contractor. Dispensers must be checked on a nightly basis and refilled when necessary. Contractor to supply all deb/SBS Aero Instant Free Foaming Hand Sanitizer Fragrance-free and Dye-free.
- C. Paper consumables must meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency at its website: <http://www.epa.gov/>.
- D. The Contractor shall carry a minimum of one (1) weeks' inventory of supply of consumable goods at the Facility. It is the Contractor's responsibility to monitor the supply of consumable goods and adjust deliveries accordingly to be certain consumables are readily available.

15. 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 such 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 will 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. Brand names or samples of materials shall be furnished to the Client Agency for approval prior to use or within five (5) days of the start of the Contract. The Contractor, upon request, shall supply without cost to the Client Agency samples for testing of any

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materials used by the Contractor in the accomplishment of the required services. Such samples may be taken at the discretion of the Client Agency from the materials being used at the Facility and/or from any original containers of the Contractor's reserve supply.

16. Compliance with Environmental Regulations

The Contractor shall be responsible for compliance with all environmental regulations and policies. This includes ensuring that the sinks and drains in the Facility connected to the sewer system are the only acceptable place to dispose of any water, cleaning chemicals, or other products that were used in Facility cleaning. Under no circumstances should anything be dumped outside on the ground or in catch basins.

17. Cleaning Equipment

- A. Contractor shall furnish all cleaning equipment necessary to perform the Services, including but not limited to power drive floor scrubbing machines, backpack vacuums, high dusting equipment, waxing and polishing machines, industrial floor and upholstery vacuum cleaners. 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 consumable items relating to the equipment at no expense to the Client Agency.
- B. All equipment must be current manufacture and in good operating condition and physical appearance. All equipment is subject to the Client Agency approval based upon equipment specifications, inspection of physical appearance and operating condition. For each piece of equipment for each day that is deemed inoperable. All equipment must be compatible with the flooring material and surfaces, which exist at the Facility. All wheels shall be of a type that will not mark or damage flooring. Rolling equipment such as carts and wagons must be compatible with the bumpers installed in the building corridors.
- C. The following equipment must be furnished as part of the carpet and hard surface floor care program in sufficient quantities to perform all tasks.

Extractor 15 to 30 gallon capacity: meeting the following minimum standards:

- 1. General Construction: metal chassis, with plastic shroud.
- 2. Vacuum Shoe: 26-inch cast aluminum, free-floating swivel design.
- 3. Vacuum Motor: three-stage bypass type, 2 hp (1492 watts), 100 cfm (2.8 m³/m airflow, 140 inch (356 cm) of sealed waterlift.
- 4. Solution Pump: 100 psi (7 bar).

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5. Brush: 21 inch (54 cm) wide. Nylon bristles.
 6. Brush Motor: 1/3 hp (250 watts) induction type.
 7. Drive Motor: constant torque, variable speed, AC or DC (93 watts).
- D. Heavy-duty commercial upright vacuum with beater bar features and dual vacuum motors able to accommodate disposal bags. The vacuum shall not exceed 18 inches in width.
- E. Hysurf or approved equal 1.0-micron vacuum bag.
- F. Cylindrical brush scrubber/wet pile lifter to meet the following specifications. Brush speed – 480 rpm. Bristle material – polypropylene to meet carpet manufacturer specifications. Motor power ½ hp – 800 watts brush-less induction with mounted pre-spray tank. (See Exhibit G – Approved Equipment.)
- G. A minimum of four (4) turbo-style dryer fans with minimum ½ hp rating to provide drying.
- H. Portable hot water extraction unit with wand. Unit must be able to operate environmentally safely in an indoor environment, be able to deliver cleaning solution and provide vacuum under standard line power.
- I. Pre-spray dispensing devices.
- J. Portable steam cleaning machine that will operate on 110/120v and not exceed 1600 watts, and that will operate continuously (as required).
Note: *All machines should be equipped with a minimum of fifty (50) feet of electrical cord of adequate size to permit machine operation over a large area.*
- K. Equipment or tools to be used for the Contract shall meet the requirements of the specification and produce a satisfactory quality of work. The Client Agency may order the removal and require replacement of any equipment it deems unsatisfactory. The following equipment must be provided to the Facility in quantities as needed:
1. Plastic or stainless steel mopping pails with a wringer
 2. Short-handle duster with removable head and treated dusting cloth
 3. Putty scraper
 4. Small scrub brush
 5. Small plastic funnel
 6. Eight (8) ounce plastic measuring cup
 7. Supply of clean cloths (low lint)
 8. Plastic spray bottle with glass cleaner

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9. Gallon of detergent concentrate with jug pump
10. Gallon cleaner, disinfectant-concentrate, with jug pump
11. Plastic spray bottle with cleaner disinfectant solution
12. Plastic spray bottle with clear water
13. Lotion-type cleanser
14. Metal polish
15. Furniture Polish
16. Blind dusters and brushes
17. Metal can for ashtray disposal
18. Dust pan and counter broom
19. Wet mop, if non-carpeted floors are in the assigned area
20. Dust mop, if non-carpeted floors are in the assigned area
21. Vacuums as specified
22. Pile lifters as specified
23. Graffiti removal chemicals
24. Solutions to clean stains from carpets in accordance with specifications
25. Stripping and buffing machines (as required)
26. Extractors as specified
27. Portable steam cleaning machine as specified
28. 100 foot garden hose with shut off valve
29. Ladders for bulb replacement
30. Sink plungers
31. "Caution" and "Wet Floor signs
32. Snow Shovel
33. Ice Device
34. Ice Melt Spreader
35. Container with lid for opened ice melt

18. OSHA Compliance

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

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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.

19. Electronic Maintenance/Cleaning Calendar

The Contractor shall prepare and submit to the Client Agency an Electronic Monthly Maintenance/Cleaning Calendar detailing, by locations, the weekly, monthly quarterly and annual tasks for the upcoming year as indicated in the Exhibit E Task and Frequency Schedule. Schedules for the following years during the term of the Contract must be submitted and approved by each anniversary of Contract start date. The Contractor shall furnish the Client Agency Designee on a weekly basis, the project work schedule for the following week.

20. Contractor Training of Contractor Parties

The Contractor shall develop and provide an outline of the task requirements and any necessary training to meet those requirements to each work crew. The Contractor shall train its staff in OSHA/HIPAA, fall protection, blood-borne pathogens, and an employee safety and injury prevention program annually. The Client Agency Designee shall receive a copy of the asbestos awareness annually. The Contractor shall provide these trainings at the Contractor's facility. A Contractor representative shall accompany any new employee at the Facility to acclimate the individual to the Services requirements and to provide onsite training at the Facility. If any task, described in this Exhibit A and scheduled in accordance with Exhibit E Task and Frequency Schedule, cannot be thoroughly completed within the Contract cleaning schedule time line identified in Exhibit E, the Client Agency Designee will be immediately notified in writing.

21. Contractor's Employees – Supervisors

- A. Contractor shall provide one (1) on-site supervisor to work Sunday through Saturday from 9am to 5pm. The supervisor shall check, inspect, oversee the securing of the entrances, exits, and windows of the Facility and maintain records of all work performed. Contractor's on-site supervisors shall be literate in the English language. Contractor's on-site supervisor shall also be capable of communicating with all Contractors' employees in the event they do not speak English. Upon Client Agency Designee request, the Contractor shall provide documentation that the on-site supervisor has the necessary skills and is paid at a higher rate than the custodians. The on-site supervisor is required to be on-site during the entire shift to oversee the performance of all Contractor's custodians. It is the responsibility of the Contractor and its on-site supervisor to verify that all tasks are thoroughly complete in accordance to the task schedule. The on-site supervisor may devote a maximum of one-third (1/3) of its shift to perform custodial tasks. At the discretion of the Client

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Agency, Contractor may be required to assign additional supervisory oversight as required to correct performance problems.

- B. The supervisor is responsible for the day-to-day performance of all work to be complete under the Contract. The on-site supervisor shall have a copy of the Contract with him/her while on duty. It is the responsibility of the on-site supervisor to instruct and advise all staff of the requirements contained in the Contract and be responsible for the supervision, training, routine scheduling, and inspection of the Services. The on-site supervisor will make sufficient daily routine inspections to ensure that the work is complete as required by the Contract. The results of such inspections are to be issued to the Client Agency Designee in writing. The on-site supervisor's time card will be submitted to Client Agency weekly for verification of hours worked. The on-site supervisor will be assigned to this Contract only and must not be rotated to other sites.
- C. The on-site supervisor is responsible to notify the Client Agency Designee, two (2) weeks in advance of vacations and/or scheduled nights off. It is the Contractor's responsibility to have a qualified, temporary on-site supervisor to supervise during any absence of the regular supervisor (scheduled or non-scheduled).
- D. During all project work and demand work, either on weekdays and/or weekends, the on-site supervisor shall be on-site at all times.

22. Contractor's Employees

- A. All crews necessary to perform the Services will be fully staffed at the commencement of this Contract. All personnel will receive close and continuing first line supervision by the Contractor. Contractor shall provide documentation at the request of the Client Agency Designee that demonstrates the Contractor's employees have had adequate training in all necessary State, Federal and OSHA regulations. In addition, the Contractor's staff (including newly hired personnel) will be trained in fire safety, general hazards such as lead and asbestos and lead awareness, as well as in the proper mixing and applying of cleaning supplies.
- B. Contractor's employees shall wear uniform shirt with lettering at least one (1) inch high that reads "WESTBROOK REST AREA" on front over pocket and a nametag, and such uniform will not be dirty, stained or torn. There will be a deduction of fifty dollars (\$50.00) per day, for any day when shirts are not worn.
- C. The Contractor shall provide to DECD for their review and approval the procedure they will use to track arrival and departure times of their staff. DECD shall receive proof of

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attendance electronically each month.

- D. It is required that all Contractor employees be able to communicate in the English Language with both the public and volunteers that staff the Facility. DECD shall be the sole judge of employee qualifications.

22. Task Procedures

The following task procedures are the minimum standards for execution of the tasks. The frequency of each task is listed on the Maintenance Task Schedule provided at the end of this division. More detailed task descriptions are also included for certain, more involved materials and procedures.

- A. Dust Mop and Wash all Quarry style Tile Floors:** Remove, clean, and then replace objects not permanently affixed to floor. Wash using disinfectant solution changing water frequently. Adequate number of "Caution" and "wet Floor" signs must always be used to inform the public when any floor is being maintained or is wet.
- B. Machine Scrub Floors:** Remove all objects not permanently attached to floor, machine scrub with multiple rinses. This may need to be done in sections, and replace objects. Adequate number of "Caution" and "Wet Floor" signs must always be used to inform the public when any floor is being maintained or is wet.
- C. Empty and Clean Trash Receptacles and Paper Recycling Containers:** The Contractor shall empty all trash receptacles. Liners must be replaced. All trash must be bagged before it is placed in the dumpster. The interiors and exteriors of trash receptacles will be free of trash, liquid, gum, grease, and other foreign substances. Those trash receptacles, which are found to contain liquids or other substances, which could cause odors, will be washed out and dried before new liners are installed. The Contractor shall place the removed trash into the dumpster/container located in the appropriate location. No trash shall be placed on the ground or on top of the trash container. Breakdown all cardboard and place in proper dumpster. Clean area around dumpster.
- Empty the intermediate white and/or mixed paper recycling containers daily into the appropriate collection dumpster. There should be no co-mingling. Mixed paper should not be put into any regular trash containers but must be collected and disposed of separately.

Cardboard Boxes: Cardboard must be broken down separately and removed from all areas daily throughout the Facility. Cardboard should be kept separate from all trash and other recycling materials and put in the proper dumpster.

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- D. Clean Ash Receptacles:** Empty all ashtrays, ash stands, sand urns, and clean with damp cloth. Wash all ash receptacles and replace sand material monthly or upon request by the Client Agency Designee.
- E. Dust Furniture:** Wipe all furniture clean with a treated duster or cloth, including but not restricted to desk(s), wall hangings, table(s), bookcase(s), file cabinet(s), shelf(ves), brochure racks, and counter(s).
- F. Dust Interior Surfaces:** Dust all surfaces such as rails, ledges, windowsills, partitions, blinds, vents, baseboards, etc. Wash clean where necessary.
- G. Clean Walls and Partitions:** Wipe all walls, partitions, and doors with a cloth and clean water. Clean and polish with suitable material, all bright work, water fountains, etc.
- H. Wash Walls and Partitions:** Clean with suitable cleaner and/or detergent all walls, partitions.
- I. Glass Doors – Interior and Exterior:** All glass on all doors, including office and corridor sidelights and vestibules to be washed clean including interior and exterior surfaces. All drippings to be wiped clean and dry.
- J. Dust Light Fixtures:** All light fixtures to be dusted with a suitably treated cloth or duster. Open, clean, and remove dead bugs and wipe clean lens with cloth.
- K. Spot Clean:** Perform the standard cleaning functions not specifically listed but necessary to maintain a satisfactory level of cleanliness, to perform standard cleaning functions more often than listed frequency due to weather conditions, etc. Spot cleaning to include, but not restricted to, wiping soil or finger marks from all surfaces, especially around light switches, doors, door closers and door jambs, water fountains, counters, window ledges, thresholds, floor hinges and walls.
- L. Clean Rest Rooms:**
1. Remove waste paper and refuse, place plastic liners in receptacles. Empty sanitary receptacles and replace with wax bags. The Contractor is responsible at his expense to properly dispose of this material.
 2. Refill dispensers; stock all sanitary product machines with product. The Contractor is responsible for all repairs, supplies, product purchase, money collections or shortages.
 3. Wash and disinfect both sides of toilet seats.
 4. Wash all mirrors.

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5. Wash and disinfect all basins, bowls, and urinals.
 6. Wash, clean, remove markings, and disinfect and polish all bright work, including flush-o-meters, piping, toilet seat hinges, partitions, and trash containers.
 7. Wash, clean, remove markings, and disinfect all walls and partitions.
 8. Sweep and wash all flooring with suitable disinfecting detergent.
 9. Pour water/disinfectant solution into all floor drains on a nightly basis.
 10. Machine scrub all ceramic tiles floors monthly. Submit proposed schedule to the Client Agency Designee for approval ten (10) days in advance.
 11. On a daily basis, report to the Client Agency Designee any equipment that is not working properly, including any leaks noticed, toilets or sinks that are clogged, and any problems with fixtures in bathrooms.
 12. Steam clean all tile walls yearly.
- M. Clean All Lounge and Office Area Furniture:** To wash clean with a suitable cleaner all furniture, chairs, tables, and receptacles.
- N. Metal Surfaces:** All metal surfaces around doors, windows, elevator entrances, and all kick plates to be thoroughly cleaned and polished. This is to include handles, sills, frames, hinges, thresholds, pillars, doors, water fountains, elevator interior and exteriors, etc. Polish all bright work and metal. Wipe all handrails throughout building with a damp cloth.
- O. Sweep Daily:** All outside walk areas and entranceways, picnic areas, gazebo, and lawn areas within 150 feet of both structures. Water all floral planters as needed.
- P. Walk-off Mats:** Vacuum all entrance areas and walk-off mats. Roll up mats and shake out daily, clean under mats.
- Q. Interior and Exterior Windows:** Wash exterior and interior of all outside windows. Windows must be washed with a squeegee using scaffolding or ladders as necessary. Telescopic pole washing is not allowed. Also, remove all bird droppings from all overhangs and exterior ledges or areas where this material accumulates and dispose of properly. All OSHA Fall-Protection Requirements must be completed within one (1) month.
- R. Clean Ceiling Vents and Diffusers:** Remove vent if possible, dust, and then wash with a suitable cleaner to remove all dirt and soot. Dry vent and replace. Vacuum the ceiling tiles within 2 feet of all vents. Use smoke absorbing sponge around vents when necessary.

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- S. Clean and Wash Light Fixtures and Lenses:** The Contractor shall during the month of September, using suitable machinery and equipment, ultrasonically clean all light fixture lenses and wash all bulbs and interior parts of fixture. At Client Agency Designee's option, Contractor shall reinstall new light tubes provided by Client Agency, or damp wipe old tubes and reinstall.
- T. Light Bulbs Replacement:** The Contractor shall replace all interior light bulbs that are out on Wednesday nights. The Contractor shall report to the Client Agency any lights still not working after bulb replacement and advise when bulb inventory is low. Lens, light covers and clips found missing or broken and not reported by Contractor will be treated as being broken by the Contractor and must be replaced by the Contractor at its expense. If a Client Agency electrician responds to a report by the Contractor for a fixture not working and the bulb is found to be the cause of the problem, the Contractor will be billed for the service at the electrician's labor rate.
- U. Flags:** Raise and lower flags and store daily on days that the building is opened; and manages flag status as applicable.
- V. Propane Tank:** Check propane levels daily and report quantities of less than ¼ tank to:
- ConnDOT
East Lyme Regional Office
Henry A. Granger, Jr. - Maintenance Supervisor
Phone: (860) 739-7818, (860) 739-5577
Fax: (860) 739-0175
- W. Winter Snow Event Procedures:**
1. Provide hand shoveling of snow removal for the front sidewalk and entryway to allow patrons an unimpeded path of safely access to the building, handicapped ramp to the pavilion, the back sidewalk and an unimpeded path to the portable toilets from the sidewalk and roadway.
 2. Furnish and apply 100% calcium ice pellets on the areas listed on line item 1 (above).
 3. Refer to section 4, "Winter Season Procedures." to prevent water line freezing.
 4. The Contractor will be allowed to bill DECD with the current in price adjustment hourly rate; referenced in Exhibit B for extra hours over and above the assumed two (2) hour standard if for performing snow removal plus tasks "C", "O" and "X" takes more than two (2) hours to complete the task associated with the "Winter Snow Event Procedures" due to the severity of the storm in excess of a 6" snow fall.
- X. Portable Toilet: Provide** Clean floors, walls and seats. Stock toilet paper and refill sanitizers. Cleaning shall be done multiple times during the shifts with the last cleaning done during the last hour of the shift.

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23. Walk-Off Floor Mat

Walk-off floor mats must be changed every two (2) weeks. All walk-off mats must be supplied, removed, shampooed, and replaced with clean dry mats in good condition at all locations listed below. Client Agency Designee has the right to change the color, quantity, size, or make additions or deletions upon request. Client Agency also has the right to require the replacement of worn mats. All mats must be supplied by the Contractor or, at his option, a service company arranged by and paid by the Contractor. Client Agency reserves the right, to add an additional fifteen 15% quantity of mats, because of weather conditions.

Listed below are the mat colors, quantities, and sizes at the following locations

| LOCATION | COLOR | QUANTITY | SIZE |
|---------------------------|-----------|----------|---------|
| One at each entrance door | Dark Blue | 2 | 4' x 6' |

24. Equipment Storage

The Client Agency shall provide a secured area at the Facility for the storage of equipment and cleaning products related to the Contract. The Contractor shall assume all responsibility for loss, theft, or damage to equipment and supplies.

27. Unauthorized Work

Any work performed by the Contractor prior to the receipt of a purchase order, contrary to the instructions of the Client Agency or the State, or in the case of extra work without written authority, will be considered unauthorized work and will not be paid for.

28. Pricing

DECD needs to have pricing in several different formats in order to accommodate various budget scenarios and may need to change the specification hours based on various considerations. The following prices are requested:

1. Monthly price (December 23, 2019 through June 30, 2021 inclusive) seven (7) days per week, Sunday through Saturday with one-half (½) hour unpaid lunch. Break-out of hours: December through April, 9:00 a.m. through 5:00 p.m., seven (7) days per week and 9:00a.m. through 6:00p.m., Saturday through Sunday, May through November.

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2. A monthly price for two (2) hours per day labor to perform Tasks “C”, “O”, “W” and “X” (when conditions require).

3. Price Adjustment – In the event that DECD increases or decreases the amount of this Contract or to perform additional Services (including that which may be necessary to complete snow removal), please provide an hourly rate (same rate to be used for either additional work or deleted work) that DECD would use to increase or decrease hours.

ADDITIONAL TERMS AND CONDITIONS:

29. Contract Separately/Additional Savings Opportunities

DECD reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DECD, 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.

30. Subcontractors

Subcontracting is not allowed under this Contract with the exception of mats in accordance with CGS § 17b-656.

31. Termination

1. Notwithstanding any provisions in this Contract, the Agency, through a duly authorized employee, may Terminate the Contract whenever the Agency makes a written determination that such Termination is in the best interests of the State. The Agency 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.

2. Notwithstanding any provisions in this Contract, the Agency, 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 provisions in the Breach section of this Contract.

3. The Agency 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 Agency for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Agency, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Agency all Records. The Records are deemed to be the property of the Agency and the Contractor shall deliver them to the Agency no later than thirty (30) days after the Termination of the Contract or fifteen (15) days after the Contractor

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receives a written request from the Agency 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.

4. Upon receipt of a written notice of Termination from the Agency, the Contractor shall cease operations as the Agency directs in the notice, and take all actions that are necessary or appropriate, or that the Agency may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the Agency 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.
5. The Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Agency in accordance with Exhibit A, 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 Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Agency, the Contractor shall assign to the Agency, or any replacement contractor which the Agency designates, all subcontracts, purchase orders and other commitments, deliver to the Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Agency may request.
6. For breach or violation of any of the provisions in the section concerning Representations and Warranties, the Agency 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.
7. 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.
8. Termination of the Contract pursuant to this section shall not be deemed to be a breach of contract by the Agency.
9. DECD reserves the rights to Terminate the contract, if the state funds are no longer available, or there if the funds are rescinded.

32. Standard Wages

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

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Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below.

Standard Wages

<http://www.ctdol.state.ct.us/wgwkstnd/prevaling-rates/service/rates-service.htm>

33. 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).

34. 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 purpose of carrying out the scope of work described in this Contract.

35. Invoices and Payments

Payment and invoicing inquiries should be directed to Michele Richmond, Accounts Payable at 860-500-2338. All invoices must include:

- A. Complete Contractor name and billing address.
- B. Invoice number and date.
- C. Purchase order number.
- D. Itemized description of services and/or material supplied.
- E. Adjustments, if applicable.
- F. Certified Payroll.
- G. Monthly and quarterly control reports (as described in section 2 "Services" sub-section 8 of this Exhibit A).
- 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:

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Department of Economic & Community Development
Office of Finance and Administration
450 Columbus Boulevard/ South Tower, Suite 5
Attention: Michele Richmond, Accounts Payable

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