

CONTRACT

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Between

CONNECTICUT GENERAL ASSEMBLY

Acting by its

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

FACILITY MAINTENANCE SERVICES
JCLM15REG0046

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This contract (the "Contract") is between, SMG SERVICES, LLC ("Contractor"), and the JOINT COMMITTEE ON LEGISLATIVE MANGAGEMENT (JCLM) ON BEHALF OF THE CT GENERAL ASSEMBLY (CGA) in accordance with Connecticut General Statutes (Statute).

The provisions in the Exhibits supersede any conflicting provisions in the Contract.

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:

- (a) Bid: A Bid submitted in response to a Solicitation.
- (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmatured, contingent, known or unknown, at law or in equity, in any forum.
- (c) Confidential Information: This shall mean any name, number or other information that may be used, alone or in conjunction with any other information, to identify a specific individual including, but not limited to, such individual's name, date of birth, mother's maiden name, motor vehicle operator's license number, Social Security number, employee identification number, employer or taxpayer identification number, alien registration number, government passport number, health insurance identification number, demand deposit account number, savings account number, credit card number, debit card number or unique biometric data such as fingerprint, voice print, retina or iris image, or other unique physical representation. Without limiting the foregoing, Confidential Information shall also include any information that the CGA classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully obtained from publicly available sources or from federal, state, or local government records which are lawfully made available to the general public.
- (d) Confidential Information Breach: This shall mean, generally, an instance where an unauthorized person or entity accesses Confidential Information in any manner, including but not limited to the following occurrences: (1) any Confidential Information that is not encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or more third parties have had access to or taken control or possession of any Confidential Information that is not encrypted or protected without prior written authorization from the CGA; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the CGA, the Contractor, or the State.
- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the CGA for any or all Goods or Services at the Solicitation price.
- (f) Contractor: A person or entity who submits a Solicitation response and who executes a Contract.
- (g) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (h) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.

- (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Solicitation and set forth in **Exhibit A.**
- (k) Goods or Services: Goods, Services or both, as specified in the Solicitation and set forth in **Exhibit A.**
- (l) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- (m) Services: The performance of labor or work, as specified in the Solicitation and set forth in **Exhibit A.**
- (n) Solicitation: A State request, in whatever form issued, inviting bids, proposals or quotes for Goods or Services, typified by, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes. The Solicitation and this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services, even if the CGA has statutes, regulations and procedures which overlap DAS's. However, to the extent that the CGA has statutes, regulations or procedures which the CGA determines in its sole discretion to be inconsistent with DAS's, the CGA's shall control over those of DAS's.

The Solicitation is incorporated into and made a part of the Contract as if it had been fully set forth in it if, but only if, the Solicitation is in the form of an invitation to bid, request for information or request for quotes. A Solicitation in the form of a request for proposals is not incorporated into the Contract in its entirety, but, rather, it is incorporated into the Contract only to the extent specifically stated in **Exhibit A.**

- (o) State: The State of Connecticut, including the CGA and any office, department, board, council, commission, institution or other CGA of the State.
 - (p) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.
 - (q) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. **Contracting Vehicle.** The Solicitation may involve an invitation to bid, request for proposals, request for information or request for quotes, each of which may be governed by different statutory, regulatory and administrative procedures. ALTHOUGH THIS CONTRACT USES THE TERMS "SOLICITATION" AND "BID" IT'S USE OF THOSE TERMS IS INTENDED ONLY FOR PURPOSES OF CONVENIENCE AND SHALL NOT BE DEEMED TO BE A CONTROLLING STATEMENT AS TO THE TYPE OF SOLICITATION USED OR THE RESPECTIVE RIGHTS AND OBLIGATIONS OF THE PARTIES. THE IDENTIFICATION IN THE SOLICITATION OF THE PARTICULAR PROCUREMENT VEHICLE THE STATE IS USING TO SOLICIT GOODS OR SERVICES SHALL CONTROL. Therefore, if the Solicitation identifies the procurement vehicle as something other than an Invitation to Bid, the terms "Solicitation" and "Bid," as used in this Contract shall be read to mean "Request for Proposals," "Proposal" and "Proposer" or to mean such other terms as are consistent with the Solicitation in order to preserve the integrity of

the statutory, regulatory and procedural distinctions among the various procurement vehicles and their corresponding principles.

3. Description of Goods or Services and Additional Terms and Conditions. The Contractor shall perform as set forth in **Exhibit A**. For purposes of this Contract, to perform and the performance in **Exhibit A** is referred to as "Perform" and the "Performance."
4. Price Schedule, Payment Terms and Billing.

Payment Term: Payment terms under this Contract are set forth in **Exhibit A and B**. Payment shall be made only after the CGA receives and accepts the Goods and/or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods and/or Services shall be due within forty-five (45) days after acceptance of the Goods and/or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the CGA for the Performance. The invoice shall include detailed information for Goods and/or Services, delivered and Performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

5. Rejected Items; Abandonment.

(a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any CGA premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The CGA may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods ("the "Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of the CGA premises and any other location which the CGA or State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties, that:

- (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;
- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
- (3) they vest authority, without any further act required on their part or the CGA's part, in the CGA and the State to use or dispose of the Rejected Goods and Contractor Property, in the CGA's sole discretion, as if the Rejected Goods and Contractor Property were the CGA's or State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
- (4) if the CGA or State incur any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the CGA shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the CGA no later than thirty (30) days after the date of invoice; and

- (5) they do remise, release and forever discharge the CGA and all State employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the CGA and the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination and Open Market Purchases, the Contract shall bind the CGA to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
7. Contract Amendments. No amendment to or modification or other alteration of the Contract shall be valid or binding upon the CGA unless made in writing, and signed by both parties.
8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of the CGA. The CGA may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Termination by the CGA for a breach is without prejudice to the CGA's or the State's rights or possible Claims.
9. Termination.
- (a) Notwithstanding any provisions in this Contract, the CGA, through a duly authorized employee, may Terminate the Contract whenever the CGA makes a written determination that such Termination is in the best interests of the CGA. The CGA 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 CGA, 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.
- (c) The CGA 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 CGA for purposes of correspondence, or by hand delivery. Upon receiving the notice from the CGA, 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 CGA all Records. The Records are deemed to be the property of the CGA and the Contractor shall deliver them to the CGA 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 CGA 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 CGA, the Contractor shall cease operations as the CGA directs in the notice, and take all actions that are necessary or appropriate, or that the CGA may reasonably direct, for the protection, and preservation of the Goods and any other

property. Except for any work which the CGA 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 CGA shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the CGA 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 CGA is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the CGA, the Contractor shall assign to the CGA, or any replacement contractor which the CGA designates, all subcontracts, purchase orders and other commitments, deliver to the CGA all Records and other information pertaining to its Performance, and remove from CGA premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the CGA may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, the CGA 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 CGA.

10. **Cost Modifications.** The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the CGA deems to be necessary or appropriate.

11. **Breach.** If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract 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 CGA believes that the Contractor has not performed according to the Contract, the CGA may withhold payment in whole or in part pending resolution of the Performance issue, provided that the CGA notifies the Contractor in writing prior to the date that the payment would have been due in accordance with **Exhibit A and B**.

12. **Waiver.**

- (a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

- (b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.
13. Open Market Purchases. Failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for the CGA, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The CGA shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the CGA's invoice immediately after receiving the invoice. If the CGA does not Terminate the Contract, the CGA will deduct such open market purchases from the Contract quantities. However, if the CGA deems it to be in the best interest of the CGA, the CGA may accept and use the Goods and/or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the CGA.
14. Purchase Orders.
- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance;
 - (b) The CGA shall issue a purchase order against the Contract directly to the Contractor and to no other party;
 - (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any), be signed and comply with all other State and CGA requirements, particularly the CGA's requirements concerning procurement. Purchase orders issued in compliance with these requirements shall be deemed to be duly issued;
 - (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk; and
 - (e) The CGA may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the CGA shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order.
15. Indemnification.
- (a) The Contractor shall indemnify, defend and hold harmless the CGA and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the CGA in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance.
 - (b) The Contractor shall not be responsible for indemnifying or holding the CGA harmless from any liability arising due to the negligence of the CGA or any other person or entity acting under the direct control or supervision of the CGA.

- (c) The Contractor shall reimburse the CGA for any and all damages to the real or personal property of the CGA caused by the Acts of the Contractor or any Contractor Parties. The CGA shall give the Contractor reasonable notice of any such Claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the CGA is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the CGA to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the CGA prior to the Effective Date of the Contract evidencing that the CGA is an additional insured. The Contractor shall not begin Performance until the delivery of these three documents to the CGA. The CGA shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the CGA or the CGA is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

16. 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.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the CGA's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

Contract Document

Contract Title: Facility Maintenance Services

Contract # JCLM15REG0046

18. Implied Warranties. The CGA does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.
19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any parts or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall deliver such equipment and appurtenances as are usually provided with the manufacturer's stock model.
20. Delivery.
- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the CGA loading dock or receiving platform. The receiving personnel of the CGA are not required to assist in this process. The decision of the CGA as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
 - (b) In order for the time of delivery to be extended, the CGA must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
 - (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the CGA unless otherwise stated in the Contract.
 - (d) All risk of loss and damage to the Goods transfers to the CGA upon Title vesting in the CGA.
21. Goods Inspection. The CGA shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the CGA may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.
22. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster within the State of Connecticut, the CGA may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via purchase order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the purchase order or through the P-Card Program, then the CGA may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the CGA.
23. Setoff. In addition to all other remedies available hereunder, the CGA, in its sole discretion, may setoff (1) any costs or expenses that the CGA incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the

Contractor has with the CGA and (2) any other amounts that are due or may become due from the CGA to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the CGA. The CGA's right of setoff shall not be deemed to be the CGA's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the CGA.

24. Force Majeure. The CGA and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.
25. Advertising. The Contractor shall not refer to sales to the CGA for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without the CGA's prior written approval.
26. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. The CGA may Terminate the Contract if the Contractor fails to comply with the Act.
27. Representations and Warranties. The Contractor, represents and warrants to CGA for itself and Contractor Parties, that:
 - (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
 - (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the CGA under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to Section 22a-194a concerning the use of polystyrene foam;
 - (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the CGA; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
 - (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
 - (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
 - (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Terminated;
 - (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any

entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

- (i) to the best of their knowledge, there are no Claims involving the Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to the CGA in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to the CGA, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;
- (k) their participation in the Solicitation process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Bid was not made in connection or concert with any other person or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, submitting a bid for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Contractor;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (R) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (S) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide, no later than fifteen (15) days after receiving a request from the CGA, such information as the CGA may require to evidence, in the CGA's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the CGA upon complete installation, testing and acceptance of the Goods or Services and payment by the CGA;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the CGA all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the CGA;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without the CGA's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;

- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the CGA's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the CGA shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the CGA, or afford the CGA the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the CGA.

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

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV , for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.

29. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.

30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.

31. Non-discrimination.

(a) For purposes of this Section, the following terms are defined as follows:

- (1) "Commission" means the Commission on Human Rights and Opportunities;
- (2) "Contract" and "contract" include any extension or modification of the Contract or contract;
- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "good faith 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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- (9) "minority business enterprise" means any small contractor 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
- (10) "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 CGA, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an CGA of a subdivision, CGA, 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, mental retardation, 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, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e 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 relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he 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 Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (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 Connecticut General Statutes § 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

32. Tangible Personal Property.

- (a) The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (1) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (3) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

- (5) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.
- (b) For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.
- (c) The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
33. **Whistleblowing.** 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 CGA or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this 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 CGA 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.
34. **Insurance.** Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.
- (a) **Commercial General Liability:** \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) **Automobile Liability:** \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

- (c) **Professional Liability:** \$1,000,000 limit of liability.
- (d) **Workers' Compensation and Employers Liability:** Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.
35. **Headings.** The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.
36. **Number and Gender.** Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.
37. **Parties.** To the extent that any Contractor Party is to participate or Perform in any way, directly or indirectly in connection with the Contract, any reference in the Contract to "Contractor" shall also be deemed to include "Contractor Parties," as if such reference had originally specifically included "Contractor Parties" since it is the parties' intent for the terms "Contractor Parties" to be vested with the same respective rights and obligations as the term "Contractor."
38. **Contractor Changes.** The Contractor shall notify the CGA in writing no later than ten (10) Days from the effective date of any change in:
- (a) its certificate of incorporation or other organizational document;
 - (b) more than a controlling interest in the ownership of the Contractor; or
 - (c) the individual(s) in charge of the Performance.
- This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. The CGA, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to the CGA's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to the CGA in accordance with the terms of the CGA's written request. The CGA may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.
39. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.

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

- (a) The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours, inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.
- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete Records. The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the CGA, State and its agents.
- (c) The CGA or State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the CGA or State suspects fraud or other abuse, or in the event of an emergency, the CGA or State is not obligated to provide any prior notice.
- (d) All audits and inspections shall be at the CGA/State's expense.
- (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The CGA or State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
- (f) The Contractor shall cooperate fully with the CGA or State and its agents in connection with an audit or inspection. Following any audit or inspection, the CGA or State may conduct and the Contractor shall cooperate with an exit conference.
- (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.

41. Background Checks. The CGA may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the CGA procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the CGA and its agents in connection with such background checks.

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

43. Working and Labor Synergies. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, CGA employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

44. Contractor Responsibility.

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

- (b) The Contractor shall exercise all reasonable care to avoid damage to the CGA property or to property being made ready for the CGA's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the CGA.
45. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.
46. Confidential Information. The CGA will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the CGA receives. However, all materials associated with the Bid and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the Contractor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Contractor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the FOIA. To the extent that any other provision or part of the Contract, especially including the Bid, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as "CONFIDENTIAL," the CGA will endeavor to keep said information confidential to the extent permitted by law. The CGA, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the CGA or the State have any liability for the disclosure of any documents or information in its possession which the CGA believes are required to be disclosed pursuant to the FOIA or other requirements of law.
47. References to Statutes, Public Acts, Regulations, Codes and Executive Orders.
All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.
48. Cross-Default.
(a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with the CGA. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively

or collectively and without such election being deemed to prejudice any rights or remedies of the CGA, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

- (b) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under any or all Other Agreements with the CGA or the State, then the CGA may, in its sole discretion, without more and without any action whatsoever required of the CGA, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the CGA may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of the CGA or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
49. 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 CGA and a person for the performance of a governmental function shall (a) provide that the public CGA is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public CGA pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public CGA 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.
50. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
51. Sovereign Immunity. The parties acknowledge and agree that nothing in the Solicitation or the Contract shall be construed as a modification, compromise or waiver by the CGA or the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
52. Time of the Essence. Time is of the essence with respect to all provisions of this Contract that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.
53. Certification as Small Contractor or Minority Business Enterprise. The Contractor shall be in breach of this Contract if the Contractor is certified as a "small contractor" or a "minority business enterprise" under Conn. Gen. Stat. § 4a-60g and that certification lapses during the term of this Contract.
54. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

55. Protection of Confidential Information.

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of the CGA or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
 - i. A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - ii. Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - iii. A process for reviewing policies and security measures at least annually;
 - iv. Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - v. Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify the CGA and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the CGA and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the CGA in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses for the credit monitoring and protection plan shall not be recoverable from the CGA, any State of Connecticut entity or any affected individuals.
- (d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.
- (e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

Contract Document

Contract Title: Facility Maintenance Services


Contract # JCLM15REG0046

56. Audit Requirements for Recipients of State Financial Assistance. For purposes of this paragraph, the word "contractor" shall be deemed to mean "nonstate entity," as that term is defined in Section 4-230 of the Connecticut General Statutes. The contractor shall provide for an annual financial audit acceptable to the CGA 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.

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.

SMG Services, LLC

CONNECTICUT GENERAL ASSEMBLY

By: 

By: 

Robert Weintraub
Name

James P. Tracy
Name

Title: Member

Title: Executive Director
Joint Committee on Legislative Management

Date: 6/24/15

Date: 6/25/15

1. Recitals

- 1.1. WHEREAS, the CGA desires to enter into this Contract for Facility Management Services ;
- 1.2. WHEREAS, the CGA solicited proposals for Facility Management Services;
- 1.3. WHEREAS, the Contractor submitted a proposal for Facility Management Services dated April 7, 2015;
- 1.4. WHEREAS, the CGA has, through a process conforming to the requirements of Connecticut General Statutes Section 2-71p, accepted the proposal submitted by the Contractor;
- 1.5. NOW, in consideration of this Contract herein contained, the parties hereto agree as follows.

2. Scope of Work

2.1. Staffing

- 2.1.1. The Contractor shall provide the minimum level of staffing in this Contract, as listed in the Billable Rate Schedule included in Exhibit B. Any changes to this staffing structure shall be mutually agreed upon by Contractor and the CGA, and the Contract shall be amended to reflect this change;
- 2.1.2. The Contractor shall maintain job descriptions and descriptions of required educational qualifications for each position listed on the Billable Rate Schedule included in Exhibit B. This shall be made available to CGA upon request;
- 2.1.3. The Contractor shall maintain appropriate employee files and documentation for all personnel including, but not be limited to, a job posting, narrative of qualifications and education as well as a justification for hire. This shall be made available to CGA upon request.
- 2.1.4. The Contractor shall notify the CGA of any personnel vacancies, provide resumes for candidates for replacement for CGA review and approval as well as provide an opportunity for the CGA to meet candidates prior to hire by Contractor. All offers of employment shall be submitted to the CGA for approval prior to final hiring. The CGA shall not unreasonably withhold approval.
- 2.1.5. No person hired by the Contractor is an employee of the CGA. Contractor acknowledges its duty to obtain, supervise, compensation, and take responsibility for the performance of its employees. Such responsibility shall also require adherence to all applicable state and federal laws and regulations, including but not limited to those concerning taxes, labor practices, wage rates, unemployment, legal documentation of workforce, nondiscrimination, and worker's compensation insurance.
- 2.1.6. Contractor shall employ on the premises only persons skilled and trained in the work assigned to them. CGA, in their sole discretion can determine that any person employed by Contractor is not performing in accordance with the standards outlined in this Contract. Upon receiving written notification from CGA, Contractor shall remove said employee from the facilities subject to this agreement and shall promptly substitute another employee. Contractor shall promptly furnish qualified substitutes for any employees that, in the sole opinion of CGA, are unsatisfactory.

2.2. Services

- 2.2.1. The Contractor shall provide Facility Management Services including First Class Cleaning services and First Class Mechanical Maintenance services at the State Capitol Facility as outlined in this Contract. The Contractor shall provide all management, supervision and labor required to plan, schedule, coordinate and ensure effective and economical completion of all First Class Cleaning services and First Class Mechanical services specified in this Contract for the State Capitol Facilities.

Specifications are a statement of minimum requirements expected, and are not intended to be nor should they be construed as limiting in scope. At a minimum, Contractor shall take all steps and measures that would ordinarily be taken by a prudent building owner or manager to maximize the life expectancy of the property through provision of proper cleaning and mechanical maintenance services.

2.2.2. The Contractor shall ensure that all Administrative, Cleaning Services, and Mechanical Maintenance Staff meet the qualifications as delineated in Exhibit E.

2.2.3. First Class Cleaning services are defined to include, but not be limited to:

- a. Coordination and performance of the standard daily work as outlined in this Cleaning Services Tasks included in Exhibit F for the entire State Capitol Facility;
- b. Protection of the State Capitol facility and equipment and facilitation of the day-to-day business conducted therein;
- c. Provision of a Green Cleaning Program which utilizes environmentally preferable cleaning products which make a lesser impact to public health and the environment than competing "non-green" products and which perform at or beyond the standards for those products. The categories of products to be provided under this contract include: (i) General Purpose Cleaners; (ii) Bathroom Cleaners; (iii) Glass Cleaners; (iv) Carpet Cleaners; (v) Disinfectants; (vi) Floor Care Products; and (vii) Hand Soaps. The minimum standards established for the performance of these products are to be based on the Green Seal Standard for Industrial and Institutional Cleaners (GS-37), wherever possible.

2.2.4. First Class Mechanical Maintenance is defined to include, but not be limited to:

- a. Coordination and performance of the standard daily work as outlined in this Mechanical Maintenance Tasks included in Exhibit G for the entire State Capitol Facility;
- b. Protection of the State Capitol facility and equipment and facilitation of the day-to-day business conducted therein;
- c. Assurance that all equipment and systems in the State Capitol Facilities are operated at the highest level of efficiency and effectiveness achievable and manage all mechanical work. All systems shall be operated in compliance with the current state energy conservation requirements and maintained at an "acceptable level" throughout the contract performance period. Acceptable level is defined as in a like-new condition, following the manufacturer's original specifications and recommended maintenance programs;
- d. Performance of routine, preventative and corrective maintenance by mechanical staff during interim periods and as time permits;
- e. Maintenance of mechanical rooms, shops and storerooms in a clean and orderly manner. Contractor shall obtain the approval of the CGA before storing anything in mechanical spaces. Supplies such as packing, lubricants, rags, cleaners, etc. shall be properly secured in containers approved by the CGA and stored in accordance with all state and local fire and safety requirements and recommendations on material safety data sheets. An annual inventory of all stored materials is to be performed and a copy provided to the CGA. When work is performed in these areas Contractor personnel shall clean all equipment on which work was performed and the entire area in which work was done, leaving all in a condition satisfactory to the CGA. The mechanical rooms shall be painted as necessary to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the color-coding system. The CGA will advise the Contractor of the colors to be used on equipment, piping, etc. as well as any required identification required;
- f. Coordination and planning mechanical maintenance tasks associated with the relocation of the offices after an election;
- g. Implementation of all reasonable precautions in accordance with sound business practices and/or as directed by the CGA to safe guard and protect CGA property;
- h. Daily reporting to the CGA of the status of any major equipment or system not operating or that becomes non-operational during the workday by 7:30a.m;

ATTACHMENT A - Description of Goods and Services

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- i. Immediate reporting of any life safety system malfunctions to the State Capitol Police dispatch center at (860) 240-0240 and the CGA; and
- j. Operation of all infrastructure systems at the highest level of efficiency achievable including, but not limited to all heating, ventilating and air conditioning equipment, audio/visual equipment, electrical and water distribution systems, other utility systems and equipment in the buildings. The CGA will not tolerate any downtime (electrical, HVAC, mechanical, etc) of the facility infrastructure. Outages caused by utility providers are not included.

2.3. Facility

State Capitol Facility is defined to include the following:

- a. Legislative Office Building and Grounds, 300 Capitol Avenue, Hartford;
- b. State Capitol Building and Grounds, 210 Capitol Avenue, Hartford;
- c. Legislative Parking Garage and Grounds, 300 Capitol Avenue, Hartford;
- d. Offices, 18-20 Trinity Street, Hartford (light construction and minor maintenance services only);
- e. Minuteman Park, corner of Capitol Avenue and Broad Street, Hartford;
- f. Day Care Center, 450 Broad Street, Hartford (cleaning, light construction and minor maintenance services only), and
- g. Old State House and grounds; 800 Main St, Hartford, CT.

2.4. Outside Contracts:

2.4.1. Outside Contracts are defined as Contracts in which the CGA is a party but requires the Contractor to manage on the CGA's behalf;

2.4.2. The Contractor shall coordinate work performed under Outside Contractor and verify the quality and timeliness of that work as requested by the CGA.

- a. The Contractor shall maintain work logs in a form as indicated by the CGA and shall obtain work tickets for work accomplished under Outside Contracts; and
- b. The Contractor shall submit reports detailing the actual work performed under Outside Contracts and any outstanding issues to be resolved by the Contractor. These reports are to be submitted weekly to the CGA along with potential solutions to the outstanding issues. The Contractor shall also assist CGA in resolving any contractual problems.

2.5. Meetings

2.5.1. The Project Manager and Assistant Project Manager shall attend regular weekly status meetings with CGA and provide a weekly status report to the CGA and attend other meetings as requested by the CGA; and

2.5.2. The Project Manager, Assistant Project Manager and District and/or Regional corporate representatives shall attend Key Performance Indicator review meetings with CGA on-site at the Legislative Office Building on a quarterly basis;

3. Transition

3.1. Transition Plan

The Contractor shall submit the phase-in transition plan to the CGA for approval at least thirty (30) calendar days prior to the contract start date. The transition period shall begin be not less than fourteen (14) calendar days prior to the contract start date. During this period, the contractor shall have the lead manager on-site daily, recruit, hire, and train personnel in order to provide for 100% operational capability on the contract start date.

3.2. Transition Period

The transition period for this Contract shall begin July 1, 2015 and end upon July 31, 2015. All costs associated with the transition by Contractor are not eligible for reimbursement by the CGA.

3.3. Transition of Services

- 3.3.1. Contractor shall maintain a detailed transition plan and corresponding schedule taking into account all aspects of human resources, building systems, existing services requests, and preventative maintenance initiatives, and submit revised transition plans if any changes occur;
- 3.3.2. Contractor shall devote the entire transition team to ensure the smooth transition of this Contract.

3.4. Transition of staffing

- 3.4.1. Contractor shall interview existing union staff members presently employed by the incumbent service provider. Incumbent staff shall be hired if they are qualified and willing to stay and operate according to Contractor human resource requirements. Any additional positions necessary to provide services shall be recruited and processed through Contractor corporate human resources and assigned as required. Contract shall comply with the requirements of Conn. Gen. State. Section 31-57(g) and Public Act 06-129.
- 3.4.2. Contractor may interview existing management and support staff members presently employed by the incumbent service provider.

3.5. Adherence

Contractor shall adhere to the Transition Plan included in this Contract in Attachment J.

3.6. Reimbursement

The CGA shall not reimburse the Contractor for any costs incurred during this transition period.

4. Startup Tasks

4.1. Consumables/expendables

Within (30) thirty business days of contract award, the Contractor must submit a requisition for a list of expendable/consumable supply items required on site including, but not limited to: grease, fan belts, filters, refrigerant, oil for lubrication, fluorescent tubes, LED and other light bulbs, circuit breakers, heater elements, ballasts, miscellaneous hardware, (nuts, bolts, washers, screws, etc.), gaskets, faucet washers, packing, parts for soap dispensers, flushometers, parts for flushometers, parts for bathroom dispensers, lock sets, door hardware, ceiling tiles, electrical outlets and switches, etc.;

4.2. Computerized Maintenance Management System

The Contractor's managers and supervisors will attend scheduled training classes within thirty (30) business days of the contract start date.

4.3. Reporting

The Contractor shall submit drafts of the following plans within sixty (60) business days from the contract award in accordance with the requirements listed in Exhibit I. The CGA will review the drafts of the above listed plans and provide comments. Following the CGA's review and comments, the Contractor shall submit finalized plans in an order to be mutually agreed upon.:

- 4.3.1. Master Cleaning Plan (MCP);
- 4.3.2. Quality Control Plan (QCP);
- 4.3.3. Training Plan (TP);
- 4.3.4. Emergency Operating Plan (EOP);
- 4.3.5. Integrated Pest Management Plan (IPM);
- 4.3.6. Business Assessment Plan (BAP); and
- 4.3.7. Master Maintenance Plan (MMP).

5. Property, Equipment and Supplies

5.1. Equipment Maintenance and CGA Property

- 5.1.1. The Contractor shall maintain all equipment listed in Exhibit H in good working order, appearance and condition, and in accordance with applicable Occupational Safety and Health Act standards. CGA equipment shall be used only to provide contract services to the State Capitol Facilities, and shall not be used in any manner for any personal advantage, business gain or personal endeavor by the Contractor or the Contractor employees.
- 5.1.2. The Contractor is allowed to utilize the CGA Owned Property as defined in Exhibit H.
 - a. Within ten (10) business days of contract award and also upon the termination or expiration of the Contract, the Contractor shall provide an inventory of all CGA Owned Property;
 - b. CGA Owned Property shall remain property of the CGA in all respects;
 - c. This CGA shall repair and/or replace the CGA Owned Property; and
 - d. The Contractor shall compensate the CGA for repair or replacement of CGA Owned Property that is damaged by or misused by the Contractor or its subcontractors.

5.2. Supplies

- 5.2.1. The CGA shall provide all supplies and materials required in the performance of the Contract other than items as specified in the RFP.
- 5.2.2. The Contractor shall provide vehicles, uniforms, mobile devices and tools/equipment under \$1,000 for employee usage, unless specifically noted as an exception.
- 5.2.3. The Contractor shall provide all other equipment and materials necessary to perform the services specified in this Contract, unless otherwise provided by the CGA:
 - a. The Contractor is required to purchase tools or equipment with a value of under \$1,000.
 - b. The CGA will purchase tools or equipment greater than \$1,000 if the item's use is determined to be specific to the State Capitol Facilities. The Contractor would formally request the item by submitting a requisition along with a justification for the item. The CGA, if it deemed the request to be justified, will purchase the item through its normal procurement process and the item would be added to the list of CGA Owned property.; and
- 5.2.4. The CGA shall provide all supplies necessary to perform the services specified in the Contract, unless otherwise required to be provided for by the Contractor.
 - a. The CGA will pay for all consumable supplies under this Contract, however, the Contractor is responsible to order those Consumable Supplies by entering requisitions in the CGA owned purchasing system.
 - b. The Contractor shall submit requisitions to the CGA for approval to purchase routine items necessary for repairing and maintaining equipment and building systems such as motors, fuses, bearings, valves, hardware, controls, mechanical parts, electric parts, etc.

6. Computerized Maintenance Management System (CMMS)

The FAMIS Computerized Maintenance Management Systems (CMMS) system currently being used by the CGA is hosted by Accruent, LLC using the 360 Facility technology platform. The Contractor shall utilize the CMMS system for record keeping and reporting. The CGA shall pay for the subscription fee for the usage of the CMMS throughout the entirety of the Contract term. The Contractor shall be responsible for data entry of information within one regular business day, including but not limited to:

- a. Recording all service calls received by the Contractor's staff;
- b. Recording the assignment and completion of all work orders;

- c. Recording all non-daily cleaning and mechanical /general maintenance tasks completed;
- d. Recording all mechanical maintenance work performed on each location;
- e. Maintaining and updating information in the system; and
- f. Periodic reports generated by the CMMS system are to be provided as required or requested, including but not limited to reports of maintenance performed; work order backlog reports; reports on reoccurring problems, inventory tracking reports and open tasks.
- g. The CGA will pay for and schedule training classes for the Contractor managers and supervisors.

7. Reporting Requirements

7.1. The Contractor shall submit annual updates to the following reports and provide updates as details in the report change. The schedule for the submission of the annual reports will be mutually determined by the CGA and the Contractor.

- 7.1.1. Master Cleaning Plan (MCP);
- 7.1.2. Quality Control Plan (QCP);
- 7.1.3. Training Plan (TP);
- 7.1.4. Emergency Operating Plan (EOP);
- 7.1.5. Integrated Pest Management Plan (IPM);
- 7.1.6. Business Assessment Plan (BAP); and
- 7.1.7. Master Maintenance Plan (MMP)

7.2. The Contractor is responsible for ensuring compliance with the above listed reports and with all Reporting Requirements listed in Attachment I.

8. Inventory

The Contractor shall actively assist the CGA with the annual physical inventory process. The Contractor shall advise CGA of any changes in location of inventory items (equipment, furniture, televisions, etc.) as they occur. The Contractor shall affix inventory tags to new inventory items as they are received. On a quarterly basis, the Contractor will provide an inventory tracking report in excel format that summarizes all transactions for the previous quarter.

9. General Requirements

9.1. Uniforms

- 9.1.1. Managerial and administrative staff shall wear appropriate corporate attire. The CGA reserves the right to make the final decision as to appropriateness of wardrobe for managerial, administrative, cleaning and mechanical staff.
- 9.1.2. While on duty, each employee of the Contractor (or its subcontractors), with the exception of Managerial and Administrative staff, shall be outfitted with a uniform and safety shoes and is to wear the photo identification badge provided by the State Capitol Police. Said uniforms are to be approved by the CGA and shall have the company's logo and employee's name on the shirt. All uniforms are to be freshly laundered and neat in appearance. Any of Contractor's staff violating this policy shall be immediately removed from the premises by Contractor's supervisor and will not be permitted to return until said violation is rectified.

9.2. Security Clearance

CGA exercises full and complete control over granting, denying, withholding or terminating security clearance at the State Capitol Facilities for all Contractor employees. The Contractor must make arrangements for security clearance of all potential employees at the State Capitol Site from the State Capitol Police Office a minimum of two (2) weeks in advance of the employee's reporting to work at this site.

9.3. Building Space Assigned to the Contractor

- 9.3.1. The CGA shall assign space to the Contractor for office areas, workshops and the storage of bulk supplies and equipment to be used in the performance of the work required by the Contract. These areas are to be kept in a neat and orderly condition at all times;
- 9.3.2. Maintenance closets, located at various points throughout the buildings may be used by the individual cleaners for storing equipment including mops, brooms, dust cloths and other items. These closets and the stored equipment are to be kept in a neat and orderly condition at all times and free of all combustibles;
- 9.3.3. Breaks shall be held only in areas designated by CGA. Meals and any breaks shall be taken only in areas designated within the Contractor's office space or in the cafeteria;

9.4. Sessional Periods

During odd-numbered years the legislative session runs from the first Wednesday after the first Monday in January to the first Wednesday after the first Monday in June.

During even-numbered years the legislative session runs from the first Wednesday after the first Monday in February to the first Wednesday after the first Monday in May.

9.5. Vans and Lift Gate Truck

- 9.5.1. The Contractor shall provide at the beginning of the Contract (a) one current model year, heavy duty, full sized cargo van; (b) one heavy duty, full sized cargo van which may be up to three model years old and (c) one lift gate box truck with a cubic capacity of approximately 16 cubic yards which may be up to three model years old to be used by the Contractor. These vehicles shall be used exclusively in conjunction with the performance of this Contract. The Contractor shall replace any vehicles older than five model years. The newer van is to have no more than 5000 miles on the odometer at the commencement of the Contract. The vans will be used to transport furniture, mail, staff, cleaning supplies and equipment.
- 9.5.2. The Contractor shall provide fuel, insurance, registration, maintenance and upkeep for the vans and box truck. The vans and box truck will be kept in a clean, safe and orderly condition at all times. The vans must be garaged in the Legislative Office Building Garage. The box truck is to be parked when not in use in a mutually agreed upon location. The vans and box truck must be registered and insured in the State of Connecticut as specified in the insurance certificate.

9.6. State Holidays

- 9.6.1. The CGA observes the following State Holidays: New Year's Day; Martin Luther King Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Memorial Day; Independence Day ; Labor Day; Columbus Day; Veteran's Day; Thanksgiving Day; and Christmas Day;
- 9.6.2. The State Capitol Facilities will be closed on State Holidays, unless requested by the CGA the Contractor's employees will not be scheduled to work on and the Contractor will not be reimbursed for costs associated with State Holidays. If the CGA requests the Contractor employees to work, they will be paid at the applicable rate as specified by their union contract for that day.
- 9.6.3. With the approval of the CGA if one or more of the Contractor's employees offers to work on a State Holiday they will be paid at their straight time billable rate unless they are exceeding forty hours for that pay period in which case they will be paid at the overtime rate.

9.7. Late Openings and Early Closings

- 9.7.1. Senate President Pro Tempore and the Speaker of the House may direct the Executive Director to announce an early closing or delayed opening. The Governor may also announce an early closing or delayed opening. Early closings and delayed openings are announced by the CGA via the phone mail system.
- 9.7.2. Contractor employees are considered "essential" and not subject to the late openings or early closings and therefore are expected to work normal hours. Any hours not worked will not be considered billable hours.

9.8. Miscellaneous Policies

The Contractor shall ensure the following policies are adhered to:

- 9.8.1. Contractor shall maintain good order among its employees and ensure compliance with building rules and regulations, as defined in this Contract and copies of which will be provided by CGA from time to time.
 - a. Contractor shall maintain a respectful work environment free from sexual harassment, sexually offensive behavior, and retaliation. The CGA does not tolerate sexual harassment in any form;
 - b. The CGA does not tolerate a Hostile Work Environment in any form. This policy also prohibits conduct that would constitute sexual harassment by creating a hostile work environment. Acts of violence, harassment, intimidation, and other disruptive behaviors in the workplace will not be tolerated. Contractor employees shall comply with this policy and maintain a safe and healthy working environment. The Contractor shall report any threats, threatening behavior, or acts of violence against members, employees or visitors by anyone at the State Capitol complex to the CGA immediately. All Contractor employees are required to report all violent incidents promptly, whether or not physical injury has occurred or the incident involved individuals from outside or within the agency. No firearms, blades, any type of personal weapon or weapons of mass destruction are permitted to be brought onto the premises;
 - c. Contractor employees who are assigned to the State Capitol Facility shall attend annual Sexual Harassment Prevention and Workplace Violence Prevention training at the Contractor's cost; and
 - d. All Contractor employees who are assigned to the State Capitol Facility shall attend annual Intruder Drill Training provided by the State Capitol Police.
- 9.8.2. Contractor employees shall only remove personal belongings from the premises.
 - a. All trash items shall remain as trash.
 - b. The Contractor shall ensure that employees arriving with knapsacks, book bags, backpacks or various other bags are to store them in the Contractor's space in the Capitol basement level during the employee's shift. Only necessary items should be brought to the work site;
 - c. Employees are not permitted to have or consume alcoholic beverages in the State Capitol Facilities or outside of these buildings during hours that they are engaged in work;
 - d. Employees shall not unlawfully manufacture, distribute, dispense, possess, or use a controlled substance while on the job or in the workplace, or be under the influence of a controlled substance, not prescribed for him or her by a physician, while on the job or in the workplace. Any violation of this policy shall result in removal of individual by the Contractor.
 - e. Other than in areas specified below, no employee of the Contractor may use a telephone, microwave oven, toaster oven or any appliance, piece of office equipment or similar article located at the premises for any purpose whatsoever. Violation of this policy shall result in the immediate removal of the employee from this Contract by the Contractor. Contractor's employees may use the telephone located in the Contractor's on-site office, cell phones and

"house phones" located in the buildings to make business calls related to the performance of the Contract.

- 9.8.3. No exterior or interior doors to the building, office space, common area, mechanical closet or any other common area of the building are to be propped or left open. No door is to be propped open by inserting a pole or any other object between the door and doorjamb. Any damage caused by such an action shall be restored/repaired by the Contractor and the expense of said repair shall be borne by the Contractor.
- 9.8.4. All keys required for the Contractor's personnel to service the facility are to be signed out and back in at the beginning and end of each shift. Only the cleaner(s) responsible for cleaning a designated area(s) may sign out and sign in the keys for said area from security. Under no circumstances may any employee of Contractor remove building keys from the property and/or make duplicates of any of the keys. The expense of any re-keying of the facility as a result of Contractor's personnel losing keys, copying keys or removing keys from the premises shall be borne solely and entirely by Contractor.
- 9.8.5. The Contractor shall develop contingency procedures to minimize impact on the CGA due to Contractor work interruptions in order to ensure continued service under this Contract during periods of labor unrest such as walkouts, work slow-downs, protests and strikes, regardless of source;
- 9.8.6. The Contractor shall (i) provide adhesive stickers to designate articles as trash to be discarded; (ii) not remove any articles that are not in the trash receptacles or clearly designated as trash for disposal, (iii) ensure that employees shall not open any desk drawers, file cabinets or closets except for janitorial closets, or remove any articles that are the property of CGA or the CGA's employees. Any unauthorized removal of said property, including supplies provided by the CGA, shall be prosecuted to the fullest extent possible by law.
- 9.8.7. The Contractor shall ensure that their employees comply with the following policies regarding use of technology:
- a. Access to legislative computer systems via terminals or personal computers (PCs) shall be restricted to those Contractor employees with a legitimate need that have been authorized by the CGA through the Office of Information Technology Services. State PCs, portable computers, software, and supplies shall not be used for the following:(a) for any business other than official legislative business; (b) to access general bulletin boards or subscribe to non-business related list services; (c) to play games, unless they are related to job training; (d) to download unauthorized software or files, or (e) to download, view, disseminate, or produce pornographic, sexually explicit, racially offensive, or other offensive material.
 - b. Contractor employees shall not use CGA equipment for any purpose that is not authorized by policy of the CGA or in a way that could compromise the security of the legislative computer systems or the integrity of legislative data. Violators shall be removed by the Contractor.
 - c. Internet access and services shall be used only for work-related activities. Confidential information shall not be sent via the Internet. Internet activities on all computers may be monitored for misuse, visits to inappropriate web sites, and work unrelated to the requirements of the CGA.
 - d. E-mail is provided for work-related uses. Contractor employees shall not send personal messages using the CGA's E-mail system. The CGA reserves the right to monitor employee E-mail use and messages.
 - e. Contractor's employees shall not use cellular phones in the buildings during working hours, except for emergencies or work related uses.
- 9.8.8. The Contractor shall compensate all Contractor employees working pursuant to this Contract have been paid in accordance with CT Department of Labor and any applicable union requirements;

10. Performance Evaluation

10.1. Quality

The Contractor shall provide First Class Cleaning and Mechanical Maintenance services whether such services are specifically included in the specifications or are special services requested by the CGA. CGA is to be the sole judge of said quality and required frequency of services to be provided herein.

10.2. Evaluation Method

CGA will evaluate the Contractor performance using Key Performance Indicators (KPI). These KPIs are described and the first quarter KPI is also included in Attachment K.

- 10.2.1. The KPIs are subject to change by the CGA on a quarterly basis. The KPIs for the upcoming quarter will be discussed and agreed to by the CGA and the Contractor management personnel approximately two (2) weeks prior to the start of the quarter;
- 10.2.2. The Contractor performance will be evaluated every month based on the KPIs for that quarter. The Contractor will meet quarterly with the CGA staff to discuss Contractor performance and CGA's evaluation of their performance. Both on-site managerial staff, district and/or regional corporate representatives shall attend these quarterly performance meetings. Any performance incentive payment will be finalized at this meeting;
- 10.2.3. Each KPI will be assigned a weight for each quarter based on the importance of the task. The monthly scores for the quarter will be averaged and multiplied by the priority weight assigned to KPIs to achieve a weighted score;
- 10.2.4. The Contractor performance will be evaluated each month based on the KPIs for that quarter on a scale of one (1) through five (5), with five (5) being the highest score; and
- 10.2.5. A rating of three (3) is considered an expected score and can be attained if the Contractor fully addresses all the requirements of this Contract.

10.3. Performance Incentive Program

- 10.3.1. This incentive program is designed to reward the Contractor's performance through an additional percentage payment based on the overhead and profit;
- 10.3.2. The opportunity to be awarded a higher rating and more monetary compensation is driven by the extent to which the Contractor performs at a level above what is required to fully address the required elements outlined in this Contract. A Contractor will be compensated monetarily when the Contractor performs beyond what is fully required by the Contract; and
- 10.3.3. A Contractor who exceeds the requirements of this Contract may be eligible for an additional payment of up to 20% of the overhead and profit. The monetary compensation is driven by the rating received by the Contractor each quarter. A Contractor who earns an average rating of four (4) will receive a bonus based on 10% of the overhead and profit for that quarter; a Contractor earning a total rating of five (5) will be eligible to receive a bonus of 20% of the overhead and profit. The evaluation and corresponding incentive payment will be calculated to a tenth of a point.

11. Liquidated Damages

The Contractor shall incur the following liquidated damages as a result of a contract breach. By law, the three requisite conditions to establish any liquidated damages are that: (1) the damage resulting from a breach of contract was uncertain in amount or difficult to prove; (2) there was an advance intent by the parties to establish liquidating damages in the event of a contract breach; and (3) the amount stipulated was reasonable. Hanson Development Co. v. East Great Plains Shopping Center, Inc., 485 A.2d 1296, 1300 (Conn. 1985). The OLM deems a rating of three (3) on the evaluation scale to be expected performance. Anything that falls below a rating of three (3) will be considered a breach of contract and subject to the liquidated damages described below.

If the Contractor earns an average rating of two (2), the CGA will levy a 10% reduction in the overhead and profit for that quarter. If the Contractor earns a total rating of one (1), the CGA will be levy a 20% reduction of the overhead and profit. The evaluation and corresponding incentive payment will be calculated to a tenth of a point.

If the Contractor falls under a rating of 1.0, the CGA will place the Contractor automatically on probation. Once on probation, the authorized signer indicated on the proof of authorization and the authorized contact for correspondence as indicated in the contract documents are required to attend a mandatory meeting with the bond company representative and the CGA. The purpose of this meeting is to notify the bond company that the continued non-performance could cause the CGA to declare a contractor in default and to discuss methods to ensure contract performance.

12. Compensation

12.1. Payment Terms

- 12.1.1. The compensation for services hereunder shall be in accordance with this Contract, the Billable Rate sheet in effect and any signed purchase orders issued pursuant to this Contract.
- 12.1.2. Contractor shall request approval by email or other agreed upon method from the CGA for any additional billable hours prior to expending those hours;
- 12.1.3. The Contractor shall not begin performance until the Contractor receives a signed purchase order.
- 12.1.4. Compensation under this Contract is contingent upon the appropriation of funds by the CGA.
- 12.1.5. There shall be no reimbursement for travel-related expenses.
- 12.1.6. Payment terms shall be considered in accordance with Conn. Gen. Stat. §4a-71, if the payment is mailed or delivered on the date specified in the contract documents, or, if no date is specified, within forty-five (45) days of receipt of a properly completed claim or receipt of goods and services, whichever is later. As such, payments shall be made in arrears within 45 days of receipt of a properly prepared invoice.

12.2. Invoices

12.2.1. Invoices for Services

- a. Invoices for services shall be submitted at the end of the month after services have been rendered;
- b. Invoices shall be accompanied by supporting documentation deemed necessary by the CGA including but not limited to: Certified Payrolls reconciliation and billable work reconciliation. Certified payrolls shall establish that all Contractor employees have been paid in accordance with CT Department of Labor and any applicable union requirements;
- c. Invoices shall reflect the actual hours worked over the billing period at the billable rates applicable during that period;
- d. The billing period is to be monthly or every four weeks, or other agreed upon increment.

12.2.2. Invoices for the Performance Bonus

- a. The Performance Bonus shall be paid subsequent to each quarterly performance meeting; and
- b. The Contractor shall bill for the Performance Bonus on a quarterly basis on a separate invoice.

12.2.3. Invoice for Liquidated Damages

- a. Liquidated Damages shall be billed on a quarterly basis and shall be reduced from the most recent monthly invoice for services, if applicable.

12.2.4. Outside Services

Contractor shall invoice outside organizations or the CGA using the legislative complex which required building and maintenance services provided by the Contractor at the agreed upon

billable rates on the Billable Rate Schedule included in Exhibit B, and as subsequently updated throughout the term of the Contract.

12.2.5. Invoices should be sent directly to Accounts Payable Group; Office of Legislative Management; 300 Capitol Avenue, Room 5100; Hartford, CT 06106 or emailed to OLM.AP@cga.ct.gov.

12.2.6. Properly Prepared Invoices

- a. A properly prepared invoice shall include: remittance address, the purchase order number, an invoice date, invoice number, dates of service, separate invoice lines for charges associated with each labor classification, descriptions of material and/or equipment along with model/serial numbers if available.
- b. The CGA reserves the right to reject invoices for payment if they are not considered properly prepared as defined above.

12.3. Billable Rates

12.3.1. Management Fee

Contractor shall invoice for the monthly management fee at the end of every month in accordance with the Fee set forth in Exhibit B;

12.3.2. Administrative Services

- a. The Contractor shall invoice for the Project Manager, Assistant Project Manager, Mechanical Manager, Cleaning Manager and Administrative Secretary in accordance with the billable rates as set forth in Exhibit B.
- b. All Administrative Services staff will be reimbursed at a maximum amount of forty (40) hours per work week, 52 weeks a year. The CGA will not compensate the Contractor for any overtime work, holidays, vacation, sick days or personal days. The total number of annual billable hours for the Administrative services is 1800 hours per employee. The maximum number of hours of 1800 is based on the following calculation, (40 hours X 52 weeks) – (8 hours * 12 Holidays) – (8 hours * 10 vacation days) - (8 hours * 10 sick days) – (8 hours * 3 Personal days). The cost of any paid leave time for state holidays, vacation, personal leave time, sick, and/or bereavement is not billable.

12.3.3. Straight Time Hourly Services

- a. The Contractor shall invoice for the Cleaning Services Straight Time Staff and Mechanical Maintenance Straight Time Staff in accordance with the billable rates as set forth in Exhibit B;
- b. All Straight Time Hourly staff will be reimbursed at a maximum amount of forty (40) hours per work week, 52 weeks a year. The CGA will not compensate the Contractor for any holidays. The total number of annual billable hours for the Administrative services is 1984 hours per employee. The maximum number of hours of 1984 is based on the following calculation, (40 hours X 52 weeks) – (8 hours * 12 Holidays). The Contractor should account for these costs when submitting their Proposal for the Overhead percentage. The Overhead percentage proposed for each position can be different. The cost of any paid leave time for state holidays, vacation, personal leave time, sick, and/or bereavement is not billable and is to be included in the overhead cost of the position.
- c. The Contractor shall only be reimbursed for **actual hours worked** by Cleaning Services Staff and Mechanical Maintenance Staff at the Straight Time Hourly Services, Over-Time Hourly Services and Double-Time Hourly Services billable rates as set forth in Exhibit B.
 - i. Overtime is defined as work over eight (8) hours on any given day, 40 hours a week and
 - ii. Double-Time is defined as Holidays and Sundays, outside of normal working schedules

12.4. CT Department of Labor Prevailing and Service Wage

12.4.1. Invoices shall be accompanied by certified payrolls for the entire period of the invoice which reflect the applicable service and prevailing wage. The CGA will only reimburse the Contractor for hours worked as can be supported by certified payrolls and purchase orders.

12.4.2. The Contractor shall be responsible for monitoring Connecticut Department of Labor rate changes and for instituting these changes for its employees. In reviewing the certified payrolls, if the CGA notices a discrepancy between the Service Wage Rate or Prevailing Wage Rate and the rate paid by the Contractor, the CGA will notify the Contractor. The Contractor shall then rectify the difference by making the employee whole within thirty (30) days of notification by the CGA and shall provide documentation evidencing that the discrepancy has been corrected within forty five (45) days of notification by the CGA.

12.5. First Class Cleaning Staff DOL Classifications and Premiums

12.5.1. Floor Polishers

Floor Polishers hired before 7/1/09 are to be paid the "Janitor Hired prior to 7/1/2009," Service Wage rate plus \$1.50 per hour. Floor Polishers hired after 7/1/09 are to be paid the "Furniture Handler hired after 7/1/2009," Service Wage rate plus \$1.50 per hour.

12.5.2. Night Cleaners

Night Cleaners hired before 7/1/09 are to be paid the "Janitor Hired prior to 7/1/2009," Service Wage rate plus \$0.50 per hour. Night Cleaners hired after 7/1/09 are to be paid the "Furniture Handler hired after 7/1/2009," Service Wage rate plus \$0.50 per hour.

12.5.3. Porters

Porters hired before 7/1/09 are to be paid the "Janitor Hired prior to 7/1/2009," Service Wage rate. Porters hired after 7/1/09 are to be paid the "Furniture Handler hired after 7/1/2009," Service Wage rate.

12.5.4. OSH Working Supervisor

The Old State House Working Supervisor is paid to be at Service Wage "Furniture Handler hired after 7/1/2009" rate plus a premium of \$2.52 per hour.

12.6. First Class Mechanical Maintenance DOL Classifications and Staff Premiums

12.6.1. HVAC Mechanics, S1

The minimum hourly rate that the HVAC Mechanic is paid is based on the prevailing wage "16) Pipefitter.";

12.6.2. Electrician, E1

The minimum hourly rate that the Electrician is paid is based on prevailing wage "6) Electrical Worker";

12.6.3. Carpenters:

The minimum hourly rate that the Carpenter is paid is based on the prevailing wage "5) Group 5: Carpenter;"

12.6.4. Audio-Visual Engineer, R2:

The minimum hourly rate that the Audio Visual Engineer is paid is based on 116.5% of the Prevailing Wage "4) Group 1: Labors" rate;

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12.6.5. Audio-Visual Technician:

The minimum hourly rate that the Audio Visual Technician is paid is based on 101.3% of the Prevailing Wage "4) Group 1: Laborers" rate;

12.6.6. Painter /Taper Journeyman:

The minimum hourly rate that the Painter is paid to be paid based on the Prevailing Wage "10b: Taping Only/Drywall Finishing" rate.

12.6.7. Plumber, P1:

The minimum hourly rate that the Plumber is paid is based on the Prevailing Wage "16: Pipefitters" rate;

12.7. Time Card System

All Cleaning Services and Mechanical Maintenance staff utilize a Biometric time clock system to record their time.

12.8. Requisitions and Receipt of Requisitions

12.8.1. The Contractor shall enter requisitions into the CGA PeopleSoft system or other financial system, for any on-call work performed above and beyond the base services. Any overtime or double time hours for staff are billable hours only if approved in advance by CGA, if possible or conducted in accordance with provided guidelines within the next business day of the work occurring if it couldn't first be approved;

12.8.2. The Contractor shall enter requisitions for purchases of supplies, equipment and materials; and

12.8.3. The Contractor shall then receive upon requisitions to indicate receipt of labor, supplies, equipment and materials ordered in the CGA PeopleSoft system.

12.9. Credit Card Usage

The Contractor shall maintain a credit card to make minor emergency purchases on behalf of the CGA. The Contractor may submit an invoice for reimbursement for those charges to the CGA along with the credit card statement and any additional supporting documentation the CGA deems necessary. The CGA will only reimburse for actual expenditures on a monthly basis. Upon Contract award, the CGA will provide the Contractor with (i) guidelines for what type of purchases made on a credit will be eligible for reimbursement and (ii) documentation to allow for tax exempt purchases to be made on the credit card on behalf of the CGA.

12.10. Escalation

12.10.1. Upon Contract Award, the following adjustments will be made to the Billable Rate Schedule in Exhibit B.

- a. The Straight-Time Hourly Services Hourly Wage and Hourly Benefits will be adjusted to reflect the actual Service Wage and/or Prevailing Wage rates in effect and which are applicable to each title and its corresponding Department of Labor classification;
- b. The Over-Time Hourly Services Hourly Wage and Hourly Benefits will be adjusted to reflect the actual Service Wage and/or Prevailing Wage rates in effect and which are applicable to each title and its corresponding Department of Labor classification. The Hourly Wage will be calculated as time and a half of the actual Service and/or Prevailing Wage rate. The benefits will be the actual Service and/or Prevailing Wage rate; and
- c. The Double -Time Hourly Services Hourly Wage and Hourly Benefits will be adjusted to reflect the actual Service Wage and/or Prevailing Wage rates in effect applicable to each title and its corresponding Department of Labor classification. The Hourly Wage will be calculated as twice the actual Service and/or Prevailing Wage rate. The benefits will be the actual Service and/or Prevailing Wage rate.

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12.10.2. The following adjustments will be made to the Billable Rate Schedule in Exhibit B on an annual basis and take effect on the first business day in the month of August after the contract anniversary and subsequently thereafter:

- a. The Management Fee will be adjusted by the contracted Management Fee Annual Escalation percentage;
- b. The Administrative Services hourly wages will be adjusted by the contracted Administrative Services Fee Annual Escalation Percentage.
- c. The Straight-Time Hourly Services Hourly Wage and Benefits will be adjusted to reflect the actual Service Wage and/or Prevailing Wage rates in effect and which are applicable to each title and its corresponding Department of Labor classification;
- d. The Over-Time Hourly Services Hourly Wage and Benefits will be adjusted to reflect the actual Service Wage and/or Prevailing Wage rates in effect and which are applicable to each title and its corresponding Department of Labor classification. The Hourly Wage will be calculated as time and a half of the actual Service and/or Prevailing Wage rate. The benefits will be the actual Service and/or Prevailing Wage rate; and
- e. The Double -Time Hourly Services Hourly Wage and Hourly Benefits will be adjusted to reflect the actual Service Wage and/or Prevailing Wage rates applicable to each title and its corresponding Department of Labor classification. The Hourly Wage will be calculated as twice the actual Service and/or Prevailing Wage rate. The benefits will be the actual Service and/or Prevailing Wage rate.

12.10.3. No other adjustments will be made throughout the contract year.

12.11. Overhead Percentage

The overhead percentage or management fee shall cover the following costs:

- a. The difference between the Service Wage required rate and the actual hourly wage rate that needs to be paid;
- b. Projected annual average cost of benefits and any additional union required benefits;
- c. Taxes and Insurance required under the union contracts;
- d. Legal and Training Fund costs required under the union contracts;
- e. Costs of holidays, sick time and benefits, etc ;
- f. Collective Bargaining Agreement difference in the overhead percentage; and
- g. The cost for the vehicles required under the Contract.

12.12. Backfill Positions

The Contractor shall backfill positions when administrative, cleaning, and mechanical staff are absent, unless directed otherwise by CGA staff. There may be times that a qualified individual is not available in which case the Contractor is responsible to notify the CGA staff on how they will be providing coverage for the absent individual. If the CGA approves an individual whose billable rate is lower than the absent individual the Contractor will be paid at the lower straight time billable rate.

13. Entirety of Contract

13.1. The Request for Proposal dated February 9, 2015 and the Proposal dated April 2, 2015 are incorporated by reference into this Contract. Should there be any conflict between the above-mentioned documents, the terms and conditions of this Contract shall take precedence.

13.2. Billable rate changes shall be added to this Contract through a mutually signed letter reflecting the new billable rates and the period in which those billable rates are applicable. A contract amendment is not required.

ATTACHMENT A - Description of Goods and Services

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13.3. Quarterly Key Performance Indicators shall be added to this Contract through a mutually signed letter reflecting the new KPIs and the period in which those KPIs are applicable. A contract amendment is not required.

13.4. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.

14. Contract Term.

The Contract will be in effect from August 1, 2015 and expire on July 31, 2020. The State in its sole discretion may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

15. Conditions

15.1. The Contractor shall submit the documentation listed in Exhibit C with this Contract, if it has not already done so, and update the documentation listed in Exhibit C on an annual basis for the duration of this Contract.

15.2. The Contractor shall post the completed documentation on line on the Department of Administrative Services Portal. Directions on how to post this documentation online can be found on the State Procurement Marketplace link at <http://das.ct.gov/>.

16. Compensation

16.1. The compensation for services hereunder shall be in accordance with this Contract and any signed purchase orders issued pursuant to this Contract. The Contractor shall not begin performance until the Contractor receives a signed purchase order.

16.2. Compensation under this Contract is contingent upon the appropriation of funds by the CGA.

16.3. No prepayment discount applies to this Contract.

16.4. There shall be no reimbursement for travel-related expenses.

16.5. Payment terms shall be considered in accordance with Conn. Gen. Stat. §4a-71, if the payment is mailed or delivered on the date specified in the contract documents, or, if no date is specified, within forty-five (45) days of receipt of a properly completed claim or receipt of goods and services, whichever is later. As such, payments shall be made in arrears within 45 days of receipt of a properly prepared invoice.

16.6. Prevailing and Service Wages

16.6.1. This is considered a Prevailing and Service Wage contract. All of the Contractor's employees shall be paid a minimum wage of the applicable Service Wage and/or Prevailing Wage. Employees shall be paid for the classification of work performed. The Contractor shall compensate all employees working under this Contract in accordance with Prevailing or Service wage in effect at the time the work was completed.

16.6.2. Some or all of the Performance is subject to Prevailing Wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. Sec. 31-53(a): "The wages paid on an hourly basis to any person performing the work of any mechanic, laborer or worker on the work herein contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in subsection (i) of this section, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed. Any contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day."

ATTACHMENT A - Description of Goods and Services

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16.6.3. Some or all of the Performance is subject to Services Wages. Accordingly, the following provision is included in this Contract in accordance with the requirements of Conn. Gen. Stat. §31-57(b): "On and after July 1, 2000, the wages paid on an hourly basis to any employee of a required employer in the provision of food, building, property or equipment services provided to the state pursuant to a contract or agreement with the state or any state agent, shall be at a rate not less than the standard rate determined by the Labor Commissioner pursuant to subsection (g) of this section."

17. Contract Close Required Documentation

The Contractor shall provide the following documentation upon expiration of the Contract:

- 17.1. Manufacturer Warranty: The Contractor shall provide manufacturer warranty documentation for equipment/good/materials(s) provided under this Contract for a period of one year(s) from the date of acceptance by the CGA of the equipment/good/materials(s).
- 17.2. Materials and Workmanship Warranty: The Contractor shall guarantee all materials and workmanship under the specifications and this Contract for a period of one year from the date of final acceptance by owner. During this warranty period, all defects developing through defective materials or workmanship shall be corrected or replaced immediately by the Contractor without expense to the CGA. Such repairs or replacements shall be made to the CGA or CGA representative's satisfaction.
- 17.3. Owner's Manuals: The Contractor shall provide to the CGA any owner's manuals that are available for any goods or equipment provided pursuant to the Contract.

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18. Notice

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

If to the CGA

Mailing Address: CT General Assembly; Financial Administrator; Office of Legislative Management; 300 Capitol Avenue; Room 5100 Legislative Office Building; Hartford CT 06106.

Email: CGAContracting@cga.ct.gov.

If to the Contractor:

Mailing Address: SMG Services, LLC, 25 Controls Drive, Shelton, CT 06484

Email: [Add E-Mail Address] mmichaud@svcmgmt.com

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

SMG Services, LLC

CONNECTICUT GENERAL ASSEMBLY

By: 

By: 

Robert Weintraub
Name

JAMES P. Tracy
Name

Title: Member

Title: Executive Director
Joint Committee on Legislative Management

Date: 6/24/15

Date: 6/25/15

**EXHIBIT B
PRICING PAGE**

MANAGEMENT SERVICES

MANAGEMENT FEE (Cost for 1st Year - paid monthly)	\$ 56,927.00
MANAGEMENT FEE ANNUAL ESCALATION %	1%

ADMINISTRATIVE SERVICES

ADMINISTRATIVE FEE ANNUAL ESCALATION %	2.5%
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Titles	Hourly wage and benefits	Overhead %	Billable Rate Per Hour (Col. F x G)	Number of Positions	Schedule Hours per Year	Annual Cost (Col. H x I x J)
Project Manager	\$ 45.50	61.32%	\$ 73.40	1	1800	\$ 132,120.00
Asst. Project Manager	\$ 40.00	57.28%	\$ 62.91	1	1800	\$ 113,238.00
Mechanical Manager	\$ 38.00	63.82%	\$ 62.25	1	1800	\$ 112,050.00
Cleaning Manager	\$ 28.00	79.11%	\$ 50.15	1	1800	\$ 90,270.00
Admin. Secretary	\$ 22.00	63.09%	\$ 35.88	1	1800	\$ 64,584.00
ST - ADMINISTRATIVE SERVICES STAFF TOTAL:						\$ 512,262.00

STRAIGHT TIME HOURLY SERVICES

Titles	DOL Classification	Hourly Wage	Hourly Benefits	Premium	Hourly Total	Overhead %	Billable Rate Per Hour (Col. F x G)	Number of Positions	Schedule Hours per Year	Annual Cost (Col. H x I x J)
Floor Polisher (Hired Before 7/1/09)	"Janitor Hired prior to 7/1/2009," plus \$1.50/hr	\$ 14.48	\$ 5.70	\$ 1.50	\$ 21.68	36%	\$ 29.53	4	1984	\$ 234,350.08
Floor Polisher (Hired After 7/1/09)	"Furniture Handler hired after 7/1/2009," plus \$1.50/hr	\$ 14.80	\$ 5.70	\$ 1.50	\$ 22.00	36%	\$ 29.85	0	1984	\$ -
Night Cleaners (Hired Before 7/1/09)	"Janitor Hired prior to 7/1/2009," plus \$1.50/hr	\$ 14.48	\$ 5.70	\$ 0.50	\$ 20.68	38%	\$ 28.53	17	1984	\$ 962,259.84
Night Cleaners (Hired After 7/1/09)	"Furniture Handler hired after 7/1/2009," plus \$1.50/hr	\$ 14.80	\$ 5.70	\$ 0.50	\$ 21.00	37%	\$ 28.85	0	1984	\$ -
Porter (Hired Before 7/1/09)	"Janitor Hired prior to 7/1/2009"	\$ 14.48	\$ 5.70	\$ -	\$ 20.18	39%	\$ 28.03	5	1984	\$ 278,057.60
Porter (Hired After 7/1/09)	"Furniture Handler hired after 7/1/2009"	\$ 14.80	\$ 5.70	\$ -	\$ 20.50	38%	\$ 28.35	0	1984	\$ -
OSH Working Supervisor/Event Coordinator	"Furniture Handler hired after 7/1/2009"	\$ 14.80	\$ 5.70	\$ 2.52	\$ 23.02	34%	\$ 30.87	1	1984	\$ 61,246.08
ST - CLEANING SERVICES STAFF TOTAL:										\$ 1,535,913.60

Titles	DOL Classification	Hourly Wage	Hourly Benefits	Premium	Hourly Total	Overhead %	Billable Rate Per Hour (Col. F x G)	Number of Positions	Schedule Hours per Year	Annual Cost (Col. H x I x J)
HVAC	"16" Pipefitter (Including HVAC) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4; D-1,2,3,4; G-1, G-2, G-8 & G-9)"	\$40.31	\$26.82	\$ -	\$67.13	17%	\$ 78.82	2	1984	\$ 312,757.76
Electrician	"6" Electrical Worker(including low voltage wiring) (Trade license required: E-1,2, L-5,6; C-5,6; T-1,2 L-1,2; V-1,2,7,8,9)"	\$38.10	\$22.72	\$ -	\$60.82	19%	\$ 72.43	2	1984	\$ 287,402.24
Carpenter	"5" Carpenter, Acoustical Ceiling Installation, Soft floor/Carpet aying, Metal stud Installation, Form Work and Scaffold building! Drywall hanging, modular furniture systems installers, lathers piledrivers, resilient floor layers."	\$31.00	\$22.50	\$ -	\$53.50	15%	\$ 61.78	2	1984	\$ 245,143.04
AV Engineer	"4" Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers" plus 116.5%.	\$27.05	\$17.80	\$ 7.40	\$52.25	27%	\$ 66.27	1	1984	\$ 131,480.18
AV Technician	"4" Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers" plus 101.3%.	\$27.05	\$17.80	\$ 0.58	\$45.43	16%	\$ 52.69	1	1984	\$ 104,543.01
Painter	"No 10b Taping Only/Drywall Finishing"	\$31.77	\$18.55	\$ -	\$50.32	16%	\$ 58.62	1	1984	\$ 116,302.08
Plumber	"16" Pipefitter (Including HVAC) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4; D-1,2,3,4; G-1, G-2, G-8 & G-9)"	\$40.31	\$26.82	\$ -	\$67.13	17%	\$ 78.47	1	1984	\$ 155,684.48
ST- MECHANICAL SERVICES STAFF TOTAL:										\$ 1,353,312.79

BASE PROPOSAL TOTAL										\$ 3,458,415.39
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SMG Services, LLC	Connecticut General Assembly
Signature _____	Signature _____
Name _____	Name _____
Title _____	Title _____
Date _____	Date _____

OVER-TIME HOURLY SERVICES								I	J	K		
Position Titles	DOL Classification	Hourly Wage	Hourly Benefits	Premium	Hourly Total	Overhead %	Billable Rate Per Hour (Col. F X G)					
Cleaning Services Staff												
Floor Polisher (Before 7/1/09)	"Janitor Hired prior to 7/1/2009," plus \$1.50/hr	\$21.72	\$5.70	\$ 1.50	\$28.92	7%	\$ 30.89					
Floor Polisher (After 7/1/09)	"Furniture Handler hired after 7/1/2009," plus \$1.50/hr	\$22.20	\$5.70	\$ 1.50	\$29.40	7%	\$ 31.39					
Night Cleaners (Before 7/1/09)	"Janitor Hired prior to 7/1/2009," plus \$.50/hr	\$21.72	\$5.70	\$ 0.50	\$27.92	4%	\$ 29.01					
Night Cleaners (After 7/1/09)	"Furniture Handler hired after 7/1/2009," plus \$.50/hr	\$22.20	\$5.70	\$ 0.50	\$28.40	4%	\$ 29.50					
Porter (Before 7/1/09)	"Janitor Hired prior to 7/1/2009"	\$21.72	\$5.70	\$ -	\$27.42	3%	\$ 28.24					
Porter (After 7/1/09)	"Furniture Handler hired after 7/1/2009"	\$22.20	\$5.70	\$ -	\$27.90	3%	\$ 28.74					
OSH Working Supervisor/Event Coordinator	"Furniture Handler hired after 7/1/2009"	\$22.20	\$5.70	\$ 2.52	\$30.42	7%	\$ 32.63					
Mechanical Services Staff												
HVAC Mechanic	"16) Pipefitter (Including HVAC) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4; D-1,2,3,4; G-1, G-2, G-8 & G-9)"	\$60.47	\$26.27	\$ -	\$86.74	18%	\$ 102.13					
Electrician	"6) Electrical Worker(including low voltage wiring) (Trade license required: E-1,2 L-5,6; C-5,6; T-1,2 L-1,2; V-1,2,7,8,9)"	\$57.15	\$25.00	\$ -	\$82.15	19%	\$ 97.92					
Carpenter	"5) Carpenter, Acoustical Ceiling Installation, Soft floor/Carpet aying, Metal stud Installation, Form Work and Scaffold building, Drywall hanging, modular furniture systems installers, lathers piledrivers, resilient floor layers."	\$46.50	\$22.50	\$ -	\$69.00	16%	\$ 80.35					
AV Engineer	"4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers" plus 116.5%.	\$40.58	\$20.74	\$7.40	\$68.72	20%	\$ 82.21					
AV Technician	"4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers" plus 101.3%.	\$40.58	\$18.03	\$0.58	\$59.19	16%	\$ 68.64					
Painter	"No 10b Taping Only/Drywall Finishing"	\$47.66	\$18.55	\$ -	\$66.21	17%	\$ 77.41					
Plumber	"16) Pipefitter (Including HVAC) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4; D-1,2,3,4; G-1, G-2, G-8 & G-9)"	\$60.47	\$26.27	\$ -	\$86.74	18%	\$ 102.13					
DOUBLE-TIME HOURLY SERVICES												
Titles	DOL Classification	Hourly Wage	Hourly Benefits	Premium	Hourly Total	Overhead %	Billable Rate Per Hour (Col. F X G)					
HVAC Mechanic	"16) Pipefitter (Including HVAC) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4; D-1,2,3,4; G-1, G-2, G-8 & G-9)"	\$80.62	\$26.27	\$ -	\$106.89	18%	\$ 125.75					
Electrician	"6) Electrical Worker(including low voltage wiring) (Trade license required: E-1,2 L-5,6; C-5,6; T-1,2 L-1,2; V-1,2,7,8,9)"	\$76.20	\$25.00	\$ -	\$101.20	19%	\$ 120.40					
Carpenter	"5) Carpenter, Acoustical Ceiling Installation, Soft floor/Carpet aying, Metal stud Installation, Form Work and Scaffold building, Drywall hanging, modular furniture systems installers, lathers piledrivers, resilient floor layers."	\$62.00	\$22.50	\$ -	\$84.50	21%	\$ 102.17					
AV Engineer	"4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers" plus 116.5%.	\$54.10	\$20.74	\$7.40	\$82.24	15%	\$ 94.62					
AV Technician	"4) Group 1: Laborers (common or general), acetylene burners, carpenter tenders, concrete specialists, wrecking laborers, fire watchers" plus 101.3%.	\$54.10	\$18.03	\$0.58	\$72.71	17%	\$ 84.82					
Painter	"No 10b Taping Only/Drywall Finishing"	\$63.54	\$18.55	\$ -	\$82.09	18%	\$ 96.95					
Plumber	"16) Pipefitter (Including HVAC) (Trade License required: S-1,2,3,4,5,6,7,8 B-1,2,3,4; D-1,2,3,4; G-1, G-2, G-8 & G-9)"	\$80.62	\$26.27	\$ -	\$106.89	18%	\$ 125.75					
<table border="0" style="width: 100%;"> <tr> <td style="width: 50%; vertical-align: top;"> SMG Services, LLC Signature _____ Name _____ Title _____ Date _____ </td> <td style="width: 50%; vertical-align: top;"> Connecticut General Assembly Signature _____ Name _____ Title _____ Date _____ </td> </tr> </table>											SMG Services, LLC Signature _____ Name _____ Title _____ Date _____	Connecticut General Assembly Signature _____ Name _____ Title _____ Date _____
SMG Services, LLC Signature _____ Name _____ Title _____ Date _____	Connecticut General Assembly Signature _____ Name _____ Title _____ Date _____											

ATTACHMENT C – Required Forms Checklist

Contract Title: Facility Maintenance Services

Contract # JCLM15REG0046

REQUIRED FORM	COMPLETED
<u>Insurance Certificate and Endorsement</u> The Contractor shall submit sufficient commercial general liability insurance at levels, as delineated in Section 33 of this Contract. The Contractor shall name the State/CT General Assembly as an additional insured on the policy, shall provide a certificate of insurance or a copy of the policy, and shall provide an endorsement indicating the State/CT General Assembly has been added to the policy as an additional insured prior to the effective date of this Contract. Insurance coverage shall be maintained during the time that any provisions survive the term of this Contract. The Contractor shall not begin performance until the delivery of the policy to the CGA.	NO
<u>Nondiscrimination Form</u> The Contractor shall complete and submit the Nondiscrimination Certification pursuant to Conn. Gen. Stat. §4a-60(a) and Conn. Gen. Stat. §4a-60a(a).	NO
<u>Gift and Campaign Contribution Ban Acknowledgement Form</u> The Contractor shall complete and submit the Gift and Campaign Contribution Ban Acknowledgement Form pursuant to Conn. Gen. Stat. §4-250; Conn. Gen. Stat. §4-252(c); and Conn. Gen. Stat. §9-612(g)(2) and any subsequent amendments to these sections.	YES
<u>Iran Certification</u> Effective October 1, 2013, this form must be submitted for any large state contract, as defined in Conn. Gen. Stat. §4-250. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.	YES
<u>Background Check</u> The Contractor shall complete the State Capitol Police Department Background Check form for each employee that will be working onsite under this Contract. Please include one form of picture identification along with this form.	NO
<u>CHRO Documentation</u> The Contractor shall complete the Contract Compliance Monitoring Report for the Connecticut Commission on Human Rights and Opportunities (CHRO) in accordance with Conn. Gen. Stat. §§46a-68 and 46a-68a.	YES
<u>Proof of Authorization Form:</u> The Contractor shall complete the attached form.	YES
<u>Vendor Profile Form:</u> The Contractor shall complete the attached form.	YES
<u>W-9 Form:</u> The Contractor shall complete the attached form.	YES
<u>Performance Bond:</u> The Contractor shall furnish a performance bond in accordance with Conn. Gen. Stat. §49-41(b) <u>in an amount equal to the total cost of one year of this Contract</u> within fifteen (15) days of notification of award and prior to the execution of this Contract;	NO
<u>Labor and Materials Bond:</u> The Contractor shall furnish a labor and materials bond for the protection of the CGA in accordance with Conn. Gen. Stat. §49-41(a) <u>in an amount equal to the total cost of one year of this Contract</u> within fifteen (15) days of notification of award and prior to the execution of this Contract.	NO

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Facility Maintenance Services

Contract # JCLM15REG0046

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 later on in the notice).

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 the General Assembly 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 (which includes town committees).

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 the General Assembly, 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 state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform

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

Penalties for Violations

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

Civil penalties—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.

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.

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Facility Maintenance Services

Contract # JCLM15REG0046

Definitions

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

ATTACHMENT D - Notice to Legislative Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Ban

Contract Title: Facility Maintenance Services

Contract # JCLM15REG0046

"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.

"Principal of a subcontractor" 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.

STAFF QUALIFICATIONS – EXHIBIT E

A. ADMINISTRATIVE STAFF

1. Management Staff

- a. The Contractor shall provide a minimum of one manager (Either the Project Manager, Assistant Project Manager, Mechanical (Second Shift) Manager, or Cleaning (Third Shift) Manager) shall be on-site and immediately available to the CGA staff or the State Capitol Police from 10:30 pm on Sunday evenings through midnight Friday evenings, State holidays excluded. For all absences (lunch period, illness, vacation, etc.) of the assigned on-site manager there shall be a designated alternate manager or in an emergency a preapproved supervisor with the same authorization as the on-site manager.
- b. From Midnight Friday evening to 10:30 pm on Sunday and on State holidays, the Contractor shall provide:
 - i. A designated on-call manager immediately available to the CGA staff or the State Capitol Police by telephone or e-mail;
 - ii. A manager on site when the House or Senate are in session and for a minimum of one hour before the call of the session and one hour after the last Chamber has adjourned; and
 - iii. A manager on site when four or more mechanical or cleaning staff are working on site in a scheduled, call-in and emergency situation.
- c. Each Shift Manager shall:
 - i. Be capable of and is to provide all reports required by the CGA;
 - ii. Provide schedules of all periodic mechanical maintenance, inspect the building on a regular basis, investigate complaints, report observed items requiring repair or maintenance, enter work orders for deficiencies noted on a daily/nightly basis; and
 - iii. Ensure that all of Contractor employees on his or her shift report repairs required, or any other unusual or unsafe condition(s) they encounter, and inspect their assigned areas on a daily basis.

2. Project Manager

- a. Project Manager shall:
 - i. Be the on-site representative of the Contractor who is designated in writing by the Contractor to have complete authority to act for the Contractor during the term of the Contract on all contract matters relating to the daily operation on the Contract;
 - ii. Is a full time, (minimum of 40 hours per week), employee of the Contractor with the sole responsibility for the State Capitol Facilities;
 - iii. Provide sufficient on-site supervision as is essential to carry out all the terms and conditions outlined in this Contract;
 - iv. Ensure all work under this Contract is satisfactorily supervised;
 - v. Supervise, perform and control all administrative, operational, cleaning, maintenance, repair and related services at the State Capitol Facilities;
 - vi. Remain available at all times while contract work is in progress to receive notices, reports or requests from CGA;
 - vii. Oversee the service contractors performing work pertaining to the Contractor's areas of responsibility at the State Capitol Facilities including but not limited to grounds maintenance, interior plant maintenance, life safety systems inspection, roof inspection and maintenance, snow removal, trash removal and recycling.

- viii. Maintain normal working hours of 8:00 a.m. to 5:00 p.m. (or as mutually agreed upon by both parties) Monday through Friday, excluding state holidays, allowing one (1) hour for a lunch.
 - b. The CGA will not accept billing for any overtime for this position. While this position will require more than 40 hours per week, (on average), only 40 hours will be reimbursable by the CGA. The Project Manager is on call for emergencies and will be required to carry a “smart” cell phone issued and paid for by the Contractor.
 - c. The Project Manager must possess a minimum of five years of recent, (within the past seven years), experience in managing the operation, mechanical maintenance, and repairs of building equipment systems and janitorial maintenance services contracts of Class A, high profile facilities of the approximate size and characteristics of the buildings to be operated as described in this Contract.
- 3. Assistant Project Manager
 - a. The Assistant Project Manager shall:
 - i. Be full time, (minimum of 40 hours per week), employee of the Contractor with the sole responsibility for the State Capitol Facilities;
 - ii. Will work under the direction of the Project Manager and fill in for the Project Manager when absent. The Assistant Project Manager will perform aspects of the Project Manager’s responsibilities described above, as assigned by the Project Manager;
 - iii. Will have responsibility for the day-to-day operation of the mechanical systems in the facilities, developing and overseeing the execution of preventative maintenance programs and assigning and monitoring the timely execution of work requests; and
 - iv. Maintains normal working hours of 7:00 a.m. to 4:00 p.m. Monday through Friday, excluding state holidays, allowing one (1) hour for a lunch.
 - b. The CGA will not accept billing for any overtime for this position. While this position will require more than 40 hours per week, (on average), only 40 hours will be reimbursable by the CGA. The Assistant Project Manager is on call for emergencies and will be required to carry a “smart” cell phone issued and paid for by the Contractor.
 - c. The Assistant Project Manager must possess a minimum of five years of recent, (within the past seven years), experience in directing mechanical maintenance personnel responsible for accomplishment of work in their respective program areas in buildings of the approximate size and characteristics of the buildings to be operated as described in this Contract.
- 4. Mechanical (Second Shift) Manager
 - a. The Awarded Respondent shall provide a Mechanical Manager who:
 - i. Is a full time, (minimum of 40 hours per week), Mechanical Manager and employee of the Awarded Respondent with the sole responsibility for the State Capitol Facilities;
 - ii. Will work under the direction of the Project Manager and fill in for the Assistant Project Manager or Cleaning Manager when absent. The Mechanical Manager will perform aspects of the Project Manager’s responsibilities described above, as assigned by the Project Manager;
 - iii. Will have responsibility for the day-to-day supervision of repairs and construction projects, execution of preventative maintenance programs and assigning and monitoring the timely execution of work requests; and
 - iv. Maintains normal working hours from 3:00 p.m. to Midnight, Monday through Friday, excluding state holidays allowing one (1) hour for a lunch period.

- b. The CGA will not accept billing for any overtime for this position. While this position will require more than 40 hours per week, (on average), only 40 hours will be reimbursable by the CGA. The Mechanical Manager is on call for emergencies and will be required to carry a “smart” cell phone issued and paid for by the Contractor.
 - c. The Mechanical Manager must possess a minimum of five years of recent, (within the past seven years), experience in directing construction and mechanical personnel responsible for accomplishment of work in their respective program areas in buildings of the approximate size and characteristics of the buildings to be operated as described in this Contract.
5. Cleaning (Third shift) Manager:
- a. The Contractor shall provide a Cleaning Manager who:
 - i. Is a full time, (minimum of 40 hours per week), Cleaning Manager and employee of the Awarded Respondent with the sole responsibility for the State Capitol Facilities;
 - ii. Will report to the Project Manager and will have responsibility for supervising the night cleaning staff as well as such other tasks as assigned by the Project Manager;
 - iii. Shall be capable of and will provide all reports required by Legislative Management;
 - iv. Shall be an administrative employee of the Contractor and shall not be a union member;
 - v. Shall provide schedules of all periodic cleaning, inspect the building on a regular basis, investigate complaints, report observed items requiring repair or maintenance, submit a list of lights that need replacement on a daily/nightly basis and generally supervise the entire cleaning of the Building;
 - vi. Shall ensure that all of Contractor employees on his or her shift report repairs required, or any other unusual or unsafe condition(s) they encounter, and inspect their assigned areas on a daily basis; and
 - vii. Maintains normal working hours of Sunday to Thursday 10:30 p.m. to 7:30 a.m. excluding state holidays, allowing one hour for a meal period.
 - b. The CGA will not accept billing for any overtime for this position. While this position will require more than 40 hours per week on average, only 40 hours will be reimbursable by the CGA. The Cleaning Manager will be required to meet with a CGA Representative once a week at 9:30 a.m. to perform a building walk through and review of the cleaning. This is not billable overtime. The Cleaning Manager will be required to carry a “smart” cell phone issued and paid for by the Contractor.
 - c. The Cleaning Manager shall possess a minimum of four years of recent, (within the past six years), experience in directing Janitorial personnel responsible for accomplishment of work in their respective program areas in buildings of the approximate size and characteristics of the buildings to be operated as described in this Contract.
6. Administrative Assistant:
- a. The Contractor shall provide an Administrative Assistant who:
 - i. Is a full time, (40 hours per week), Administrative Assistant and employee of the Contractor with the sole responsibility for the State Capitol Facilities;
 - ii. Performs general administrative duties; answers the telephone, takes messages, types, can perform arithmetic computations, etc.
 - iii. Receives and processes service calls by telephone and computerized systems,
 - iv. Performs data entry into the CMMS (Computerized Maintenance Management System),
 - v. Updates and tracks management reports,
 - vi. Communicates with staff by radio or telephone,
 - vii. Performs record keeping and filing,

- viii. Reports to the Project Manager;
- b. Maintains normal work hours of 8:00 a.m. and 5:00 p.m Monday through Friday excluding state holidays allowing one (1) hour for a lunch, only 40 hours will be reimbursable by the CGA. Adjustment to the schedule is subject to approval by Legislative Management, and
- c. Should possess sufficient experience to effectively perform the responsibilities of the position.

B. FIRST CLASS CLEANING SERVICES STAFF

The State Capitol Facility is currently serviced by union cleaners in Local 32 BJ, Service Employees International Union. Personnel assigned by the Contractor to carry out First Class Cleaning services must be able to lift fifty (50) pounds. The Contractor shall assign staff as night cleaners, floor polishers, porters, and an OSH worker supervisor as delineated in Exhibit B. The Contractor is responsible for performing scheduled and unscheduled cleaning, when chambers are in session and on call for emergencies 24 hours a day, seven days a week, fifty-two weeks a year.

1. Night Cleaner:

- a. The Contractor shall provide Night Cleaners who:
 - i. Have a basic knowledge of cleaning procedures and the ability to lift 50 pounds;
 - ii. Shall be able to perform cleaning services at the State Capitol Facilities including but not limited to: dusting, vacuuming, sweeping, mopping, operating cleaning equipment, emptying trash receptacles and trash pick-up, cleaning and sanitizing bathroom floors, surfaces and fixtures, carpet cleaning, cleaning and sanitizing telephones and water fountains, cleaning furniture, and cleaning and polishing glass, mirrors and metal surfaces; and
- b. Normal work hours are 10:30 P.M. to 7:00 A.M. schedule with a half hour meal break. One Night Cleaner will be assigned to work a shift from 3:30 p.m. to Midnight;

2. Floor Polisher:

- a. The Contractor shall provide Floor Polishers who:
 - i. Have a basic knowledge of cleaning procedures, basic knowledge of motorized cleaning equipment and its proper use, and the ability to lift 50 pounds;
 - ii. Shall be able to perform floor polishing services at the State Capitol Facility including but not limited to: operating cleaning equipment, (buffers, carpet extractors, floor machines, etc.), dusting, vacuuming, sweeping, mopping, emptying trash receptacles and trash pick up, cleaning and sanitizing bathroom floors, surfaces and fixtures, carpet cleaning, cleaning and sanitizing telephones and water fountains, cleaning furniture, cleaning and polishing glass, mirrors and metal surfaces, and marble cleaning; and
- b. Normal working hours are from 6:00 P.M. to 2:30 A.M. schedule with a half hour meal break; One Floor Polisher is designated as a working lead. A portion of his/her time is spent coordinating the work of the Floor Polishers and verifying the work of the Night Cleaners in the building the Marble Floor Polishers are assigned that night. There is no premium paid for this person;

3. Porter:

- a. The Contractor shall provide Porters who:
 - i. Have a basic knowledge of cleaning procedures, basic knowledge of general tools and their proper use, and the ability to lift 50 pounds;
 - ii. Shall be able to perform miscellaneous services at the State Capitol Facility including but not limited to: policing lavatories and refilling dispensers, damp mopping spills, incidental and spot cleaning, spot metal polishing, policing interior and exterior areas for debris, spills, etc., trash pick up, delivery of water to coolers, snow shoveling and

- sweeping of sidewalks, installation of elevator protection pads, and moving furniture, equipment and supplies;
- iii. Will work an eight-hour shift between 8:00 A.M. and 6:00 P.M. with a half hour to one-hour meal break;
- b. Porter work schedules are to be staggered to provide coverage from 8:00 a.m. to 6:00 p.m. Two porters are to start at 8:00 a.m., one porter is to be on duty until 5:00 p.m., one Porter is to work until 6:00 p.m. to make the mail delivery to the Post Office and one porter is to work from 8:00 a.m. to 5:00 p.m. at the Old State House. Note from around July 4th to around Columbus Day the Old State House coverage is Tuesday through Saturday; and

4. Old State House Working Supervisor/Event Coordinator

- a. The Contractor shall provide an Old State House (OSH) Working Supervisor/ Event Coordinator who:
 - i. Will be responsible for maintaining a high standard of customer service and delivery of facility management; monitoring and controlling access to the Old State House by vendors and contractors; monitoring all deliveries; monitoring the designated parking areas, grounds, perimeter and interiors of the building and coordinating contracted quarterly, semi-annual and annual inspections according to contractual obligations and state code;
 - ii. Will daily de-arm (“open”) and/or arm (“close”) the building according to the schedule, and ensure all accessible areas are unlocked and/or locked as needed, providing back-up security for the Old State House and grounds;
 - iii. Will work directly with all contractors, including other facilities Contract personnel, for contracted services and emergency repairs; coordinates and provides janitorial coverage for events and programs, oversees the cleanliness and safety of the building and grounds by supervising contracted and janitorial staff and acts as the point person “on call” to respond to building emergencies and is the person to whom emergencies are reported in the absence of the building Site Manager;
 - iv. Will enter daily work orders to assign corrective actions for building deficiencies and janitorial needs; input updates and close reactive and preventative maintenance work orders in the Computerized Maintenance Management System (CMMS); develop preventative maintenance programs for all mechanical assets at the Old State House and perform routine inspections of preventative maintenance work completed within the CMMS inspection system;
 - v. Will work flexible hours that will include evenings and weekends as necessary in order to support events and functions if necessary; will coordinate and provide additional staffing and janitorial needs for events/functions; coordinate the needs of the renter of events; supervise event rental supply delivery and pickups and supervise set up and break down of supplies and equipment (tables, chairs, podium, stage, etc.) for public programs, events and functions and supervises event rental supply delivery and pickups;
 - vi. Will carry a “smart” cell phone issued and paid for by the Contractor;
 - vii. Work directly with all contractors, including other facilities contact personnel, for contracted services and emergency repairs;
 - viii. Possesses a minimum of three years of facility supervision experience, demonstrated experience in a customer service environment and public facilities, excellent customer service skills as well as an ability to write routine reports and correspondence, and speak effectively with contractors, ability to solve practical problems and deal with “emergencies” such as last minute changes is essential. This position is currently a union position covered by Local Union 32BJ;
- b. The normal working hours for the Working Supervisor will be Monday through Friday 7:30 p.m. to 4:00 p.m. These normal working hours may be modified to meet the needs of the

Facilities at the request or upon the approval of the CGA;

C. FIRST CLASS MECHANICAL MAINTENANCE STAFF

The State Capitol Facility is currently serviced by union mechanical maintenance staff in Local 30, International Union of Operating Engineers. Personnel assigned by the Contractor to carry out First Class Mechanical Maintenance must (i) be able to lift fifty pounds; (ii) have obtained and currently hold the appropriate licensure as required by the Connecticut Department of Consumer Protection (proof of licensure must be provided to OLM) and (iii) must have at least five (5) years of experience. The Contractor shall assign staff as HVAC technicians, electricians, carpenters, audio-visual engineers, audio-visual technicians, painters and plumbers.

The Contractor is responsible for performing scheduled and unscheduled mechanical maintenance and repairs as necessary, from 7:00am through 8:00pm, when chambers are in session and on call for emergencies 24 hours a day, seven days a week, fifty-two weeks a year.

1. HVAC Mechanics, S1

- a. The Contractor shall provide HVAC Mechanics who:
 - i. Will perform a wide range of mechanical services at the State Capitol facilities including but not limited to: performing preventive maintenance on the HVAC Systems; air handlers, exhaust fan systems, centrifugal pumps, chilled/hot water systems, A/C package units, AC/Heat pumps, thermostats and have complete understanding of the operation of computerized temperature control and energy management systems;
 - ii. Will work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies;
 - iii. Will carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor;
 - iv. Shall hold a grade S-1 license issued by the Connecticut Department of Consumer Protection. A copy of the license for the HVAC Mechanic shall be furnished to the CGA.
- b. The normal working hours for the HVAC Mechanics (two positions) are as follows:
 - i. One position is to normally work 7:30 p.m. to 4:00 p.m.
 - ii. One position is to work be 3:30 p.m. to Midnight.
 - iii. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the CGA.

2. Electrician, E1

- a. The Contractor shall provide Electricians who:
 - i. Will perform a full range of electrical services at the State Capitol facilities including but not limited to: performing preventive maintenance to the HVAC equipment i.e., motors, starters, power doors, electric circuits, lighting, also have the ability to trouble-shoot electrical problems pertaining to the building's HVAC equipment and electrical circuits;
 - ii. Will maintain security related equipment;
 - iii. Will work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies;
 - iv. Will carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor.
 - v. Shall hold a grade E-1 license issued by the Connecticut Department of Consumer Protection. A copy of the license for the electricians shall be furnished to the CGA;

- b. The normal working hours for the Electricians (two positions) are as follows:
 - i. One position is to normally work 7:30 p.m. to 4:00 p.m.
 - ii. One position is to work be 3:30 p.m. to Midnight.
 - iii. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

3. Carpenters:

- a. The Contractor shall provide Carpenters who:
 - i. Will perform minor architectural and structural maintenance and repairs to the interior and exterior of the State Capitol facilities including but not limited to: exterior walls, roofing, flashing, skylights, relocation and installation of systems furniture, planters, doors, windows, locks, hardware, interior walls (including rough taping), floor coverings, concrete floors, hardwood floors, carpeting, ceramic tile, wall covering, stairways, ceiling and ceiling tile, blinds and shades;
 - ii. Have high (finished carpenter) level skills and have knowledge of making repairs and proper treatment of various types of wood, veneers and laminates. Must have cabinet making skills and the capability of planning and coordinating renovations of offices including relocation of walls/partitions and fabricate new including but not limited to sheetrock and partition walls, drop ceilings, door/bucks and install moldings, to the State Capitol facilities;
 - iii. Will work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show work performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies;
 - iv. Will carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor;
 - v. Will possess at least 5 years (journeyman/master carpenter level) of recent work in the field in carpentry and related services. There is currently no license requirement for this position. The position requires the ability to lift 50 pounds;
- b. The normal working hours for the Carpenters (two positions) are as follows:
 - i. One position is to normally work 7:30 p.m. to 4:00 p.m.;
 - ii. One position is to work be 3:30 p.m. to Midnight; and
 - iii. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the CGA.

4. Audio-Visual Engineer, V1:

- a. The Contractor shall provide Audio-Visual Engineer who:
 - i. Will perform a full range of technical functions at the State Capitol facilities, sound and video systems including but not limited to trouble-shooting skills of equipment by means of using bench and test equipment; i.e., oscilloscope, capacitance checker, voltage/ampere and ohm meters; performing and overseeing all setup and removal of equipment requested providing necessary instructions to the individuals using the equipment and any follow-up services as required and ensuring all equipment not in use is secured in the control room at all times;
 - ii. Perform preventive maintenance and repairing equipment, maintaining an updated inventory of all equipment and materials used and submitting a monthly status report on equipment repairs and materials used to the CGA;
 - iii. May engage in some off-site travel to provide audiovisual services at other locations in the State for Public Hearings or as required;

- iv. Supervise the Audio Visual Technician when assign to work with the Audio Visual Engineer;
 - v. Work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show work performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies;
 - vi. Carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor;
 - vii. Shall possess at least five years of recent (within the past seven years) responsibility in performing Audio-Visual and related services. It must be shown that the potential employee is experienced in tasks listed above. The Audio Visual Engineer shall hold an V1 license;
- b. The normal working hours for the Audio Visual Engineer are to be 8:00 a.m. to 5:00 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the CGA;
5. Audio-Visual Technician:
- a. The Contractor shall provide an Audio-Visual Technician who:
 - i. Has a good working knowledge of Audio Visual equipment, its set up and operation, basic knowledge of general tools and their proper use, and the ability to lift 50 pounds;
 - i. Will perform miscellaneous services at the State Capitol Facility including but not limited to: moving and setting up audio visual equipment, assisting in the audio visual control room, monitoring recording equipment and changing tapes; assisting with function set up and knock down;
 - ii. Work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show work performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies;
 - iii. Will carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor;
 - iv. The Audio Visual Technician should possess at least three years of recent (within the past five years) responsibility in performing Audio-Visual and related services. It must be shown that the potential employee is experienced in tasks listed above;
 - b. The normal working hours for the Audio Visual Technician (one position) are to be Noon to 8:30 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the CGA.
6. Painter /Taper Journeyman:
- a. The Contractor shall provide Painter/Tapers who:
 - i. Will perform painting and surface preparation, (i.e., sanding, plastering and taping), services to the State Capitol facilities. The individual must have good skills of installing plasterboard/sheetrock and applying tape and coats of spackle to a professional level and be able to make various types of repairs to interior plaster and sheetrock walls and ceilings; shall be able to do touch-up work on historical stenciling in the State Capitol; and shall be able to perform minor wood refinishing tasks.
 - ii. Will work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies.

- iii. Will carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor.
 - iv. The Painter/Taper should possess at least 5 years of recent (within the past 7 years) responsible experience in performing commercial Painting and related services. The Painter/Taper should have experience with historical painting and stenciling.
- b. The normal working hours for the Painter/Taper will be 3:30 p.m. to Midnight. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

7. Plumber, P1:

- a. The Contractor shall provide Plumbers who:
- i. will perform a wide range of plumbing services at the State Capitol facilities including but not limited to: performing preventive maintenance on the plumbing systems; pumps, chilled/hot water systems and have complete understanding of the operation of computerized temperature control and energy management systems.
 - ii. Shall hold a license of a grade P-1 issued by the Connecticut Department of Consumer Protection;
 - iii. Will work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed. The position requires the ability to lift 50 pounds. This position is on call for emergencies;
 - iv. Will carry a two-way radio (provided by the CGA) while on-site, will be on-call for emergencies and will be required to have a home and cell phone number on file that is verified monthly by the Contractor;
- b. The normal working hours for the Plumber will Monday through Friday 7:30 p.m. to 4:00 p.m. These normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the CGA;

CLEANING SERVICE TASK LIST – EXHIBIT F

This Cleaning Services Task List has been designed to ensure a First Class Cleaning service. The uniqueness of the architecture and the age of the State Capitol Facilities in conjunction with daily usage of the buildings may result in some specialized cleaning requirements for that particular building. The Contractor is expected to clean all items, even if not specifically mentioned in these specifications. It is the intent of this specification that these buildings be maintained in a First-Class, "white-glove-inspection" condition at all times.

The cleaning tasks listed are expected requirements, and are not intended to be nor should they be construed as limiting in scope. At a minimum, the Contractor will be required to take all steps and measures that would ordinarily be taken by a prudent building owner or manager to maximize the life expectancy of the property through provision of proper cleaning services.

The Contractor shall perform the following cleaning services in accordance with the Cleaning Services Task List set forth below.

1. Cleaning Service Tasks - General

The Contractor shall perform the following Cleaning Service Tasks during either the Day or Off hour Shift:

- a. Perform scheduled and unscheduled cleaning as required and on call for emergencies;
- b. Obtain CGA approval before storing anything in the cleaning storage areas;
- c. Secure supplies properly in containers approved by the CGA and stored in accordance with all state and local fire and safety requirements and recommendations on material safety data sheets. The Contractor shall maintain the storage rooms in a clean and orderly manner, perform an annual inventory of all stored materials in the storage areas and provide a copy to the CGA;
- d. Plan and coordinate cleaning tasks associated with the relocation of the offices after an election; and
- e. Maintain a lost/found for the State Capitol Facility.

2. Cleaning Service Tasks - Day Shift

The Contractor shall perform the following Cleaning Service Tasks during the Day Shift between 8:00a.m.to 5:00p.m.:

- a. Inspect all public lavatories not less than four (4) times per shift (hourly during the Legislative Sessions) for cleanliness and maintenance of an adequate supply of toiletries for replenishment of soap, hand towels, toilet paper, sanitary products, toilet seat covers. Clean mirrors, wipe down sinks and toilets, remove dirt, stains, trash;
- b. Continuously police all public areas throughout the day and remove all litter, damp mop spillages, empty trash receptacles, remove spots and/or graffiti from wall and column surfaces;
- c. Police all building entrances for removal of all litter, debris and trash, including cigarette butts during the course of the work day. Entrances should appear neat and orderly at all times;
- d. Pick up trash as required;
- e. Perform all incidental cleaning due to spills, etc.;
- f. Clean interior and exterior surfaces of lobby windows, windowsills and doors;
- g. Spot clean public display cases and display items such as statues and plaques, and brass rails and vestibule areas;
- h. Check elevator cabs a minimum of twice each day (three elevators in the State Capitol, four elevators in the Legislative Office Building, and one elevator in the LOB Parking Garage), vacuum out elevator cabs, clean off cab doors, outside call and interior cab buttons and interior walls, and remove and/or clean up any debris or soil such as cigarette butts, chewing gum, coffee spills, graffiti, etc.;
- i. Install and remove elevator protection pads on an as-needed basis;
- j. At least once per day, police the entire exterior perimeter of the buildings to remove cigarette butts, papers, litter and other debris. Sweep standing water and ensure that the area is in a neat

- and orderly condition. Additional clean up required beyond normal policing may be required from time to time;
- k. Remove trash from trash cans/receptacles on the exterior property and replace trash can liners. Clean trash cans and receptacles monthly;
 - l. Clean vertical and horizontal surfaces of building porticos;
 - m. Place and remove carpet runners in lobby areas as required by weather conditions;
 - n. Perform minor snow removal maintenance services as directed, including minor shoveling, sanding, salt spreading and sweeping of walkways and footpaths;
 - o. Provide cleaning services in the concession stand area operated by the Board of Education and Services for the Blind in the presence of either a working supervisor or the State Capitol Police;
 - p. Perform "work orders" issued daily by the CGA as required and logged in through the CGA's Computerized Maintenance Management System (CMMS), including, but not limited to: moving of office-related furniture, equipment and supplies on an as-needed basis; requests for delivery of extra bottles of water for water coolers during the day; and cleaning the interiors of small office refrigerators and defrost periodically. Work orders will also include tasks related to function set-ups and take-downs, including provision of set-ups for special events as directed. Set-ups must be completed a minimum of one half hour prior to the scheduled function start time. Spaces must be returned to their original layout within one hour of the completed function or by 8:00 a.m. the following work day for late night and weekend events;
 - q. Check water coolers and replace water bottles, wipe down the exterior surface of the cooler and empty the catch tray as required; and
 - r. At 5:00 p.m. or as soon as possible thereafter on each work day all outgoing first class, standard and other classes of mail and/or packages must be picked up from the Mail Center in the LOB and delivered to the U.S. Post Office at 141 Weston Street, Hartford, Connecticut. Those making deliveries must turn over all mail and required paperwork to postal employees, obtain acceptance paperwork from the post office and return it to the mail center. Additional post office deliveries may be required on any given day as volume dictates. The regular volume of mail can normally be delivered in a van, with the exception of a four week period in odd years in December and a six week period in even years from June 1 through July 15 where the volume of bulk mail will require a box truck.

3. Cleaning Service Tasks – Off hour

The Contractor shall perform the following Cleaning Service Tasks during the Off hours, outside the hours of 8:00 a.m. through 5:00 p.m.:

- a. The Contractor's personnel shall sign all keys in and out upon receiving and returning them at the commencement and completion of each shift. Each cleaner shall only be allowed to receive and return keys for the areas assigned to them for cleaning;
- b. While cleaning the occupied areas, the Contractor's personnel will work behind locked doors (as applicable) and will not admit anyone into the suite except authorized CGA personnel who have keys to the suite;
- c. If the Contractor's employee enters into a suite that is locked and occupied by employee(s) of the CGA, the cleaning employee shall lock the suite behind them upon entering it to perform the responsibilities specified in this Contract;
- d. Upon completion of duties, all lights will be turned off as is applicable, doors locked, windows closed, draperies and blinds left in the position in which they were found, and offices left in a neat and orderly condition;
- e. Cleaning personnel will not touch or disturb papers and personal items on desks, files, counters, etc. Cleaners shall not remove materials from desks, shelves, counters, files, or any other areas for purposes of cleaning. The Contractor is responsible for damaged or lost materials caused by their employees;
- f. Cleaning personnel shall deliver paper cups and paper towels to offices where needed;
- g. All mop sinks, locker areas and other service areas will be cleaned thoroughly, and all cleaning equipment neatly stored in a central location or designated janitorial closets. Janitorial closets and

- storage areas should be maintained in a neat and orderly manner at all times and kept free of all combustibles;
- h. Only supplies pertaining to cleaning of the buildings are to be kept in said areas by the Contractor. No standing water is permitted to be left in buckets in said closets overnight. Mops are to be wrung out at the completion of each day and left in a position with the mop head up to facilitate drying. Dirty mop heads shall be automatically replaced by the Contractor; CGA may direct same upon inspection;
 - i. The cleaning supervisor shall submit requisitions to CGA on a timely basis when restroom supplies and light bulb inventories need reordering;
 - j. Trash shall be removed to a designated dumpster located in the loading dock area of the LOB. Recyclable materials shall be removed from the designated containers, placed into a designated bag or container for removal of said recyclable materials, and brought to the designated dumpster/container for recyclable materials, as applicable;
 - k. Cleaners are responsible for removing any items larger than that which cannot be contained in a standard size wastebasket, provided the items are clearly marked "TRASH" by the occupant and left in a conspicuous area;
 - l. Any condition of the building requiring maintenance or repair discovered through the course of routine cleaning should be brought to the attention of the cleaning supervisor, who should contact the CGA as soon as possible but in any case no later than the start of the next business day;
 - m. Any condition of the building requiring immediate repair (e.g. burst pipe, over flowing toilet, broken window etc.) shall be immediately brought to the attention of the supervisor on duty;
 - n. The Contractor's employees are to promptly notify the State Capitol Police of any unauthorized or suspicious individuals in any area of the facilities;
 - o. Perform walk-through inspections of the public and office areas on a rotating schedule and replace all burned out light bulbs (each area shall be checked at least once every two weeks); place burned out bulbs in designated containers for recycling; monitor inventory of regular use bulbs and specialty lamps and notify the CGA when supplies are low; respond to calls placed by the CGA to replace florescent, incandescent, halogen lamps, and compact florescent bulbs; report any lights that are not working after bulb replacement to CGA;
 - p. The following are daily tasks to be completed off hours by the cleaning staff on a daily basis:
 - i. Empty trash and recycling receptacles and transport the collected waste to trash and recycling pick-up areas outside the building. All baskets will be cleaned thoroughly inside and out. Trash and recycling pick-ups will be coordinated with the outside refuse removal and recycling contractor(s);
 - ii. Clean and service sand urns;
 - iii. Clean and sanitize all telephones;
 - iv. Spot clean or damp wash desk, furniture and tables;
 - v. Spot clean interior glass in windows, partitions, mirrors, doors, directories and showcases.
 - vi. Clean and sanitize water dispensers;
 - vii. Completely wash and clean both sides of the entrance glass doors. Wipe door surfaces dry;
 - viii. Spot clean by damp wiping fingerprints, smears on doors, frames, light switches, kick and push plates, handles, glass surfaces and walls;
 - ix. Remove cobwebs from ceilings and walls;
 - x. Dust, spot clean glass and straighten all pictures, frames, charts, graphs, and similar wall hangings;
 - xi. Clean and vacuum metal bright work and elevator saddles;
 - xii. Clean all elevator walls, floors and ceilings;
 - xiii. Clean office areas, stairways, lobbies, and rest room in the parking garage;

- q. The following are tasks that need to be completed on a periodic basis by the off hour cleaning staff.
- i. High dust above hand height to marble height all vertical and horizontal surfaces. High dusting includes moldings, ledges, pipes, vents, etc.;
 - ii. Wash to control soil build up on all handrails and guardrails in stairways;
 - iii. Completely wash and clean mirrors and interior and exterior glass in directories and showcases;
 - iv. Clean furniture including desks, chairs, cabinets, etc.;
 - v. Clean all coat racks;
 - vi. Polish all wood furniture;
 - vii. Sweep parking garage using equipment provided by CGA;
 - viii. Clean computer monitors and television screens using approved terminal cleaner.
 - ix. Polish all modern and restored antique metal bright work. Dust all unrestored bright metal work;
 - x. Vacuum and spot clean fabric partitions;
 - xi. Pressure wash exterior and interior stairs and steps;
 - xii. Leather conditioning of chairs and desktops;
 - xiii. Wash downs of the parking garage with fire hose in the late spring; and
 - xiv. Plan and coordinate cleaning tasks associated with relocations of the offices after an election year.
 - xv. Low dust to hand height (72") all horizontal and sloped surfaces including but not limited to chairs, tables, file cabinets, bookcases, shelves, coat racks, ledges, sills, and baseboards. Telephones and normal desk accessories will be moved and cleaned underneath.
 - xvi. Dust exposed fire extinguishers;
 - xvii. Dust blinds;
 - xviii. Brush or vacuum upholstered furniture;
 - xix. Brush, vacuum or spot clean plastic and leather furniture;
 - xx. Dust all non-fabric partitions, doors and doorframes;
 - xxi. Dust all handrails and guardrails in stairways;
 - xxii. Any surface, horizontal or vertical including all ledges, protrusions, and ornamental work, are to be cleaned on a daily basis;

4. Specific Cleaning Requirements

The Contractor shall perform the following Specific Cleaning Tasks:

- a. Rest Rooms and Locker Rooms (Daily Requirements):
 - i. Clean, sanitize and polish all fixtures including toilet bowls, urinals, and sinks using a germicidal detergent solution. Lids or seats on all toilets will be left in a raised position after cleaning;
 - ii. Clean and polish all chrome fittings and bright work including shelves, flushometers and metal dispensers;
 - iii. Clean and sanitize both sides of every toilet seat with a germicidal detergent;
 - iv. Clean and polish all glass and mirrors;
 - v. Empty all containers and disposals. Waste and refuse will be removed to designated areas;
 - vi. Wash and sanitize exterior and interior of all containers;
 - vii. Empty and sanitize interior and exterior of all sanitary napkin disposal containers;

- viii. Remove spots, stains, and splashes from wall areas;
 - ix. Remove soil from doors, frames, light switches, kick and push plates, handles, etc.;
 - x. Refill all dispensers (napkin, soap, tissue, towels, liners, cups). Supplies to be furnished by CGA;
 - xi. Dust and spot clean all toilet partitions, tile walls, dispensers and receptacles;
 - xii. Sweep and wash floors with a germicidal detergent solution;
 - xiii. Low dust (72") all horizontal surfaces to hand height. Low dusting includes sills, moldings, ledges, shelves, frames, vents, radiators, partitions, etc.; and
 - xiv. Clean soap dishes and drains in showers.
- b. Rest Rooms and Locker Rooms – (Weekly Requirements)
- i. Wash and sanitize all partitions, tile walls, and enamel surfaces making sure that all wood is dry;
 - ii. High dust above hand height all horizontal surfaces. High dusting includes shelving, moldings, ledges, partitions, pipes, vents, heating outlets, etc.;
 - iii. Dust exterior of light fixtures; and
 - iv. Clean blinds.
- c. Dining Rooms – (Daily Requirements)
- i. Vacuum the floors;
 - ii. Wipe down table tops;
 - iii. Vacuum or brush off chairs;
 - iv. Polish mirror walls as required;
 - v. Tabletop Cleaning; and
- Cleaning of the LOB servery and kitchen are the responsibility of the contracted food service vendor, not the cleaning staff.
- d. Stairwells – (Daily Requirements)
- i. Dust mop stairs, landings, risers, rails, etc.;
 - ii. Spot clean soil and spills;
 - iii. Damp mop to control soil buildup;
 - iv. Pick-up and remove all debris, trash and litter;
 - v. Spot clean the walls;
 - vi. Dust the handrails;
 - vii. Clean glass panels;
 - viii. Clean push and kick plates and door knobs; and
 - ix. Daily walk-through and inspection of all Emergency Exit Stairwells from top to bottom, checking for burned out lights and re-lamp as necessary. Wipe clean the interior and exterior surfaces of the fixture when re-lamping the garage stairwells.
- e. Carpeted Floors, both tiles and broadloom - (Daily Requirements)
- i. Vacuum all exposed carpeting, including difficult areas such as under desks, wires, tables, counters, in difficult corners, baseboards, and edges; and
 - ii. Inspect for spots and stains and spot clean as required.

- f. Carpeted Floors, both tiles and broadloom – (As Required)
 - i. Shampoo any areas requiring attention on an "as needed" basis, with a minimum of semi-annual shampooing. All exposed carpeting will be maintained in First Class condition; and
 - ii. Utilize carpet cleaning methods designed to release trapped soil and grit that is embedded in the primary backing of the carpets. The methods are to be quick drying with a minimum of moisture to prevent deterioration or mildew of the secondary backing as well as eliminating any re-stretching of the carpet.

- g. Concrete Floors – (Daily Requirements)
 - i. Police for litter; and
 - ii. Spot mop soil and spills.

- h. Concrete Floors – (Weekly Requirements)

Dust mop and/or sweep.

- i. Marble Floors – (As required)
 - i. Specific care must be taken in areas surrounding restored marble, granite and wood vertical surfaces to insure that no residue from the maintenance process remains. Proper protection of adjacent floor covering must be maintained to insure no run-off or staining of these surfaces.

 - ii. The marble floors are currently being maintained successfully using diamond cutting restoration process and HMK Stone Care products. All equipment and maintenance products will be provided by the CGA. Any substitutions to the current method, (i.e., process, frequency, products, equipment, etc.), is required to be pre-approved by a designated representative of the CGA. The Contractor will be required to demonstrate that their staff has been fully trained in the processes required.

 - iii. The restoration process is started with a clean floor free of all sealers, impregnators, etc. Next, the condition of the marble is reviewed and the appropriate diamond pad and cutting process is implemented. Different grades of diamond pads are utilized and the number of cutting steps varies depending on the type and condition of the marble. Each type of marble requires different diamond pads and cutting levels. After the stone is cut, it is polished with 5 Extra Polishing Powder and then coated with a silicone impregnator, (not a floor sealer). The frequency of the restoration process varies depending on the condition of the marble and the ongoing maintenance.

 - iv. The routine maintenance process utilizes auto scrubbers, restorers, polishing powder and general cleaning. It is important that the routine maintenance process be performed properly and in a timely manner to avoid the necessity of restoration.
 - i. Manpower must be provided to maintain high traffic areas on a continual basis and coverage for the entire building at least three times per year.

- j. Unpolished Granite Stairs and Risers – (Daily)
 - i. Damp mop;
 - ii. Spot brush and mop soil and spills; and

- iii. Soaking or large quantity of water must be removed immediately. Care must be taken to prevent staining on the adjacent marble.
- k. Vinyl, Asphalt, Rubber and Terrazzo Tile - (Daily)
 - Wet mop with a disinfectant solution.
- l. Vinyl, Asphalt, Rubber and Terrazzo Tile – (As required)
 - i. All tile floors will be maintained in a First Class condition. Cleaning, refinishing and stripping will be maintained, as needed, to provide an adequate protective coating on the floor with an even polished luster; and
 - ii. Terrazzo floor surfaces to be sealed with Tre/Wax by Vermont Marble or an approved substitute.
- m. Fabric Partitions - (Quarterly)
 - On a weekly basis, vacuum all horizontal and vertical surfaces. Spot clean as needed using extraction shampoo method (similar to "clipper") with a hand held attachment.
- n. Wood Surfaces – (As required)
 - i. Wood furniture in offices as well as the furniture and millwork in the House and Senate chambers should be dusted and polished with Guardsman Furniture Polish; and
 - ii. Furniture Wash should be used on furniture and millwork in the Hearing Rooms.
- o. Day Care Center– (Daily)
 - i. Classroom, Open Areas and Office Cleaning
 - 1) Dust all furniture, bookcases, shelves, etc.;
 - 2) Sweep and mop tile floors;
 - 3) Vacuum all carpeting;
 - 4) Spot clean carpeted floors as required;
 - 5) Empty all trash and insert new liners;
 - 6) Spot clean all doors and glass partitions;
 - 7) Clean and sanitize water fountains;
 - 8) Sweep sidewalk leading to front door as needed;
 - 9) Remove dirt and fingerprints from doors, light switches, etc.; and
 - 10) Change light bulbs as needed.
 - ii. Lavatory Cleaning:
 - 1) Mop floors;
 - 2) Clean and sanitize toilets, (including seats), sinks, etc.;
 - 3) Clean and sanitize chrome fixtures;
 - 4) Clean stains, splashes from walls around basins;
 - 5) Clean and polish mirrors;
 - 6) Refill soap, tissue, paper dispensers;
 - 7) Dust and spot clean metal partitions;
 - 8) Empty trash cans and insert new liners; and
 - 9) Clean fingerprints, dirt from doors, light-switches, etc .
 - iii. Kitchen Cleaning:
 - 1) Empty trash and insert new liners;
 - 2) Wash garbage containers inside and out; and

3) Sweep, damp mop and sanitize floors.

p. Day Care Center – (Weekly)

i. Classroom, Open Areas and Office Cleaning:

- 1) Sanitize all tile floors every Friday;
- 2) Tile floors to be spray buffed every Friday;
- 3) Completely clean glass partitions and doors every Friday;
- 4) Wash waste baskets, more frequently if required; and
- 5) Dust all cubbies, sills, bookshelves

ii. Kitchen Cleaning:

- 1) Scrub, mop, and seal floors.

q. Day Care Center – (Monthly)

i. Classroom, Open Areas and Office Cleaning:

- 1) Scrub, wax and polish tile floors;
- 2) Vacuum all floor and ceiling vents; and
- 3) Dust all ceilings and comers.

r. Day Care Center – (Quarterly)

i. Classroom, Open Areas and Office Cleaning:

- 1) Shampoo all carpets

MECHANICAL MAINTENANCE TASK LIST – EXHIBIT G

The Mechanical Maintenance Task List has been designed to ensure a First Class Mechanical Maintenance service. The Mechanical tasks listed are expected requirements, and are not intended to be nor should they be construed as limiting in scope. At a minimum, the Contractor will be required to take all steps and measures that would ordinarily be taken by a prudent building owner or manager to maximize the life expectancy of the property through provision of proper mechanical maintenance services.

The Contractor shall perform, at a minimum, the following items listed on the Mechanical Maintenance Task List in accordance with the guidelines set forth below:

1. Mechanical Equipment and Systems

The Contractor shall maintain the following mechanical equipment and systems:

- a. Air-handling/distribution equipment and systems;
- b. Domestic water equipment and systems;
- c. Electrical equipment, lighting, emergency generators;
- d. Heating and cooling equipment and systems;
- e. HVAC system controls and monitoring equipment;
- f. Sanitary sewage equipment and systems;
- g. Storm drainage equipment and systems;
- h. Underground utility systems;
- i. Energy management systems;
- j. Cafeteria Equipment; and
- k. Audio and Video Equipment and Systems.

2. Sound and Video

The Contractor shall perform the following tasks with respect to the sound and video system services in the State Capitol facilities, on a daily basis;

- a. Utilize equipment such as bench and test equipment; i.e., oscilloscope, capacitance checker, voltage/ampere and ohm meters to troubleshoot problems;
- b. Oversee setup and removal of all equipment requested;
- c. Instruct individuals using the equipment and provide follow-up services as needed;
- d. Ensure equipment is secured in the storage room at all times, including when it is not in use and immediately after events;
- e. Maintain an updated inventory of all equipment and materials used and submit to CGA a monthly status report on equipment repairs and materials used;
- f. Travel offsite to provide sound and video services at other locations in the State as required;
- g. Must always provide sound and video services from 7:00am to 8:00pm and when the legislative chambers are in session, except as may be modified at the request or upon the approval of the CGA;
- h. Move and set up sound and video equipment, assist in the control room, monitor recording equipment and change tapes; and
- i. Maintenance and minor repairs of equipment.

3. Electrical Tasks-

The Contractor shall perform the following Electrical tasks:

- a. Trouble-shoot electrical problems pertaining to the building's HVAC equipment and electrical circuits;
- b. Provide licensed electrical services between 7:00am through 8:00pm and when the legislative chambers are in session, except as modified at the request or upon the approval of the CGA;

- c. Install new receptacles;
- d. Pull high and low voltage cables in the building; and
- e. Maintain uniform lighting standards in all offices, hearing rooms, public areas, the parking garages and the site lighting.

4. General Maintenance

The Contractor shall perform the following General Maintenance tasks:

- a. Minor repairs to filters, mechanical equipment, systems, furniture components and door hardware;
- b. Cutting keys;
- c. Sign Making;
- d. Trouble shooting the lawn sprinkler system and replacement heads;
- e. Miscellaneous plumbing trouble calls in the LOB;
- f. Responding to general tenant service calls;
- g. Provision of maintenance services during normal working hours between 7:00am through 8:00pm except as modified to meet the needs of the Facilities at the request or upon the approval of the CGA;
- h. Minor architectural and structural maintenance and repairs to the LOB and State Capitol facilities including: interior and exterior walls, roofing, flashing, skylights, relocation and installation of systems, furniture, planters, doors, windows, locks, hardware, interior walls (including rough taping), floor coverings, concrete floors, hardwood floors, cabinets, carpeting, ceramic tile, wall covering, stairways, ceiling and ceiling tile, blinds and shades;
- i. Services must be provided by individuals who can make repairs and properly treat various types of wood, veneers and laminates; and
- j. Repair of walls and partition systems at the State Capitol facilities.

5. Heating, Ventilating and Air Conditioning (HVAC)

The Contractor shall perform the following HVAC tasks:

- a. Preventive maintenance on systems and equipment, including but not limited to, the HVAC equipment and systems; air handlers, exhaust fan systems, centrifugal pumps, chilled/hot water systems, A/C package units, AC/Heat pumps and thermostats;
- b. Have complete understanding of the operation of computerized temperature control and energy management systems;
- c. Utilize a personal computer to communicate with the State Capitol facility building management systems to adjust temperatures in the buildings as required;
- d. Provide heating, ventilating and air conditioning services by a licensed individual from 7:00 am through 8:00pm and when the legislative chambers are in session, except as modified at the request of the CGA;
- e. Operate equipment in a manner so as to ensure adherence to the following temperature levels and energy conservation practices:
 - i. Whenever office space temperatures during working hours rise above 75 degrees Fahrenheit, operate the building cooling systems to maintain the temperatures between 70 and 75 degrees Fahrenheit. Lower temperatures levels are permissible when they can be obtained without using cooling energy. Cooling systems shall be shut down during non-working hours when appropriate as per the building needs, operating requirements and building user requirements.
 - ii. Whenever office space temperatures during working hours during the heating season drop below 68 degrees Fahrenheit, the Contractor shall operate the building heating systems to maintain the temperatures between 68 and 72 degrees Fahrenheit. During non-working hours, temperatures should be maintained sufficiently high to provide freeze protection,

but not more than 55 degrees Fahrenheit Higher temperatures levels are permissible when they can be obtained without using heating energy, only when it results in added comfort and not an overheating situation;

- iii. Stipulated temperature levels are subject to change based on nationwide or State of Connecticut energy policies or at the request of the CGA;
- iv. Outside air intake during the heating and cooling seasons should be restricted to 15% under most conditions. Maximize the use of outside air during moderate seasons, when it would be more economical than using heating or cooling systems based on the outside air temperature and humidity conditions; and
- v. Domestic hot water temperature levels shall be maintained at 105 degrees Fahrenheit.

6. Painting and Taping

The Contractor shall perform the following painting and taping tasks:

- a. Repairs to interior plaster and sheetrock walls and ceilings;
- b. Application of tape and coats of spackle with professional quality;
- c. Touch-up work on historical stenciling in the State Capitol;
- d. Minor wood refinishing tasks; and
- e. Provide painting and taping services during off hours. During December/ January following each election year, additional painters will be needed to patch and paint offices during off hours.

7. Public Services

The Contractor shall perform the following tasks for the public:

- a. Members of the public are allowed to make use of the State Capitol Facilities for meetings and activities. The Contractor shall provide audio visual and electrical services for these events, during normal working hours; and
- b. The Contractor shall provide services as requested and direct bill organizations requesting services after 8:00 pm and on weekends.

8. Continuity Of Operations

Services covered under this Contract are vital to the CGA's mission; continuity of the services must be maintained at the utmost proficiency without interruption; and continuity of all services shall be maintained at all times. The Contractor shall perform the following tasks to ensure continuity of operations:

- a. The facility shall remain in operation during all emergency situations such as fires, accident and rescue operations, strikes, civil disturbances and natural disasters;
- b. Develop and submit to CGA as soon as possible after contract start date, but no later than thirty (30) calendar days after contract start date, a proposed energy curtailment plan. This plan is necessary in case of electricity shortages and shall specify what actions will be taken to cut back on utility consuming devices on a priority basis; and
- c. Shall participate in emergency plans (is mandatory) during the event of a building related emergency or natural disaster regardless of the time of occurrence. Contractor personnel shall become thoroughly familiar with the Emergency Procedures Manual and provide support for the emergency plans by performing specific functions including, but not limited to assisting with securing doors where necessary, standing by to turn HVAC systems and other building equipment/systems on or off as required, and perform any/all other activities as requested by authorities responding to the emergency.

CGA OWNED EQUIPMENT – EXHIBIT H

Cleaning Equipment

Tag No	Description
31199	ANT56 hydro twister concrete
37088	Floor Scrubber
24118	Tennant Mechanical Sweeper Model 255
24124	Steam & Hot Hi Pressure Washer
36375	Power boss SCV 28 Ride Scrubber/lincoln cleaner
36382	Tennant 6600 Sweeper
37089	Tennant 28 Battery Sweeper
37088	Tennant 5400 Auto Scrubber
37090	US Products Ultimate Heated CI
37322	King Cobra 1200 Duel Surface E
37323	Rotovac 360 Carpet Tile cleaner
37358	TENNANT 1610 CLEANER/ WAS TG 3
41157	Nilfisk Buffer
24153	Nilfisk Buffer
36381	Pressure Washer 6.5 hp
41453	CIMEX CR61DF 24" FLOOR BUFFFER
41455	CIMEX CR61DF 24" Floor Buffer
41490	Host Liberator shampoos
41491	Host Liberator shampoos
41493	Cimex CR48DF Diamond Finish FI
41527	NSS 5002004 Thoroughbred 20" F
41528	NSS 5002004 Thoroughbred 20" F
41533	NSS 6402732 27" Burnish 2717DB

Mechanical Equipment

Tag No	Description	Serial Number
24149	Milwaukee Electric Snake	
	Ridgid Pipe Vice #450 Tristand	
20776	Hilit Drill	
24119	Portable Generator	115059
	Gang Box Knaack	
24140	Arc Welder Lincoln	8370-211
24137	Tool Chest of Drawers	
24123	Closet Auger water closet (toilet)	
37185	Airless Paint Sprayer Graco	
29231	Snake	
24154	Swing Stage 9 Pes	0691-
24152	Manual Genie Lift 8 ft	48173
	HD Quartz Light Stands	
30024	Bulb Eater Model55vrs u	
23524	Cementrx ITS 60B Tool SET	
36044	Generator 5,250 watt Porter & Cable	3pb83
36274	Greenlee #7310 Driver Set-Hand	
10334	Cutting Machine Triumph	
37082	Code Machine	
31201	Paint Spray 220-4501 ult 695MX	4850e
23227	Hammer Drill	
23277	Hand truck	
24121	Battery Charger Dayton	D512 307
24134	Bench Grinder Dayton	GOI605
24126	Chop Saw Hitachi	H621446 HC-
24128	Skill 1 0 in saw	751135
36256	Radial Arm Saw Dewalt 1 0 in	84180394
24132	Makita Belt Sander	154863
37186	Sawsall Milwaukee	631908364
37184	Pinnacle Freon Reclaimer Recycler & Tank	7102303
24144	Porter Cable Router	04123
37183	Hydraulic Genie Lift 30ft	7483-5241
36376	Genie manlift AWP-30SDC-RT	
30459	Model300 Pipe Thread Machine /w comp 4YT88-TifRX Model	
36380	MIG Welder, Input 200/208/230, Single Ph.	903868
37024	Sheet Metal bending machine	

REPORTING REQUIREMENTS – EXHIBIT I

The Contractor shall submit the following reports in accordance with guidelines delineated below. The Contractor shall submit drafts of the following plans within sixty (60) business days from the contract award:

1. Master Cleaning Plan (MCP)

The MCP shall include, but not be limited to the following:

- a. An outline of the cleaning actions that must be accomplished at the State Capitol facilities and list of the regular cleaning tasks with frequencies for each cleaning staff member to achieve the CGA's goal of maintaining the State Capitol Facilities as customarily provided in First Class office buildings and while reducing life-cycle operations cost;
- b. Work schedules, a listing of cleaning chemicals and equipment with program details as follows: a description of the manner in which the cleaning products will be handled; the total number of employees involved; a detailed program for supervision of labor, proposed plan for maintaining staffing levels in the event of employee or supervisory illness, vacation or other unpaid absence;
- c. Description of how facilities were assessed to determine cleaning requirements;
- d. An annual schedule of periodic cleaning by dates and areas; and
- e. A plan to limit the number of cleaning work orders created.

2. Quality Control Plan (QCP)

The QCP shall include, but not be limited to the following:

- a. A Quality Control Inspection (QCI) procedure that is tailored to the specific building(s) covered under the terms of the contract and which covers all services in the Scope of Work specifications and is in accordance with the approved QCP. The Contractor will devise a checklist for use during the regularly scheduled and unscheduled QCI. The checklist must be signed and dated by the person performing the inspection at the time that the inspection is completed. The Contractor shall identify all personnel who will be performing QCI by name, title, and type of inspection each is authorized to perform. The person who actually performed the work being inspected shall not perform the QCI.
- b. A system for identifying and correcting deficiencies in the quality of services before the level of performance becomes unacceptable and/or the CGA inspections point out the deficiencies.
- c. A methodology to ensure that the Contractor's employees are notified of deficiencies found in their areas of responsibility; that the noted deficiencies are corrected (if possible); and that these employees are counseled/retrained as necessary to ensure that deficiencies do not recur.
- d. A policy to maintain a file of all inspections conducted by the contractor or his/her employees, including the corrective actions taken. This documentation shall be made available to the CGA during the term of the contract.

- e. Joint inspections with CGA staff:
 - i. A portion of the building shall be inspected weekly with a representative of the CGA, and a complete building inspection shall be conducted quarterly;
 - ii. When inspecting a "portion" of the building, the inspection should include at the minimum a representative sample of each type of space, i.e., toilet rooms, office, specialized space, corridor, lobby, etc.
- f. A policy that all responses to work orders must be made by a qualified cleaning or mechanical staff member. The Contractor shall respond to and initiate corrective action to work orders as follows:
 - i. Priority A work orders are considered emergency calls and must be responded to within the shortest amount of time possible 24 hours a day, seven days a week, fifty-two weeks a year and as consistent with the cleaning staffs location at the time the problem is reported. In NO case shall the response time to an emergency service call exceed ten (10) minutes for calls reported during regular working hours or one (1) hour for calls reported after normal working hours, on weekends, or on holidays. The Contractor shall remain on the job until the emergency has been resolved and the necessary cleaning has been completed in the shortest possible time consistent with the nature of the problem and the best practices of the trade. Emergency calls are those service calls where the work consists of correcting failures which constitute an immediate danger to personnel or property, including but not limited to: spills, leaks, etc., or any work considered by the CGA to be of an emergency nature.
 - ii. Priority B work orders are considered urgent calls for circumstances which interrupt or otherwise adversely impact either CGA operations or building occupant operations. Urgent calls are reported during normal working hours. The Contractor shall respond within one (1) hour and remain on the job until the problem has been resolved.
 - iii. Priority C work orders are considered routine calls. The Contractor shall respond promptly to all other service calls and complete the work required within twenty-four (24) hours. In those instances where a service call cannot be resolved within the twenty-four (24) hour period due to circumstances beyond the Contractor's control, the Contractor shall immediately notify the CGA with an extension request through email which must be received by the CGA within the original twenty four hour period, explain the reason for the delay, and establish an estimated time and date for completion.

3. Training Plan (TP)

The TP shall provide a detailed strategy to ensure that all Contractor employees are trained in how to perform their assigned job and to satisfy regulatory training requirements. That TP shall include, but not be limited to:

- a. A description of all the training the employees either must attend or have attended as well as a corresponding schedule of training instruction;
- b. A method to show compliance with the employee training plan, such as attendance records; and
- c. Employee compliance with Federal, state and local agency regulations.

4. Emergency Operating Plan

Contractor shall submit an Emergency Operating Plan. The Contractor shall include in this plan actions to be taken to ensure that the facility is adequately maintained and protected in an emergency situation. Such emergencies may include but are not limited to: civil disturbance, natural disasters or accident and rescue operations.

5. Integrated Pest Management (IPM) plan

The Contractor shall submit an IPM plan which includes, but not be limited to:

- a. A program that follows the Connecticut Department of Environmental Protection "Model Integrated Pest Management Plan for Connecticut State Agencies" for General Pest Control and Rodent Control.
- b. A methodology to conduct and document weekly inspections to monitor for pest activity and general site conditions. Particular attention should be paid to the Day Care Center, the Cafeteria, kitchen areas, other food preparation areas, news and food stands, office areas and the vending machine areas.
- c. A methodology to properly identify and evaluate pest problems and make recommendations about the use of correct control techniques.
- d. Provision of a report of findings to the CGA following each inspection.
- e. Recommendations of the pesticides which are the least toxic and most effective.

6. Building Assessment Plan (BAP)

The Contractor shall submit a BAP plan which shall include, but not be limited to:

- a. An outline of the overall current condition of the State Capitol Facilities and proposals for the corresponding major infrastructure repairs that need to be accomplished within the term of the Contract;
- b. A complete and systematic initial inspection. This inspection shall include all mechanical systems, electrical systems, equipment and other structural features the maintenance and repairs of which is covered by this Contract;
- c. A list of all deficiencies that may exist in the equipment and systems covered by the Contract period noted during inspections that would require correction to bring the equipment up to an acceptable and satisfactory condition noted during this joint inspection. A deficiency is defined as any condition, not correctable through normal preventive maintenance or service calls that prohibits/inhibits the normal operation of a piece of equipment or system.
 - i. If, during the inspection, the Contractor wishes to disassemble a piece of equipment in order to inspect its internal condition, the CGA shall be notified and arrangements made in order to accommodate the Contractor;
 - ii. This plan shall not contain any items that would be replaced, repaired or adjusted during the performance of normal preventive maintenance, or service calls;
 - iii. An inspection of items such as boilers, chillers, pumps, etc., that may be in operation during the inspection and cannot be shut down, may be deferred with CGA approval until they can be shut down for inspection;
 - iv. Any deficiency disclosed during the course of any inspection described in this exhibit which constitutes a safety hazard to either personnel, equipment, or facilities shall be immediately reported to the CGA; and
 - v. When a noted existing deficiency is corrected the Contractor shall assume responsibility for performing preventative maintenance of the equipment.

- d. No conditions that could be considered an enhancement to the existing equipment/system design or operation;
- e. A strategy to schedule and correct any items on the deficiency list that would normally be replaced, repaired or adjusted during the performance of normal preventative maintenance;
- f. An acknowledgement that (i) preparation of the list of existing deficiencies does not eliminate the requirement to perform all regularly scheduled preventative maintenance during the first month of the contract and (ii) equipment found to be requiring repairs will require the Contractor to enter a requisition with an estimated cost of materials and equipment into the People Soft system; and
- g. A draft of this report shall be submitted to the CGA on or before the first thirty (30) days of the first quarter and a final copy shall be submitted in the first sixty (60) days of the first quarter.

7. Master Maintenance Plan (MMP)

The Contractor shall submit a MMP plan which shall include, but not be limited to:

- a. A MMP which charts a course for maintenance actions for at least two (2) years. The MMP should ensure that maintenance and operations are managed so as to reduce the life cycle costs of facility ownership and maintain industry and CGA standards. The plan must be comprehensive, accounting for the current condition of each facility and allowing for changes in maintenance practices and procedures over the life of each facility.
- b. A plan to perform periodic preventive maintenance of all equipment and systems by date, equipment and building. This plan must also establish an effective system for accomplishing both scheduled and unscheduled maintenance, including a backlog listing of work to be accomplished;
- c. How the Contractor will (i) perform maintenance and (ii) how facilities will be assessed to determine both maintenance and capital investment needs;
- d. An annual schedule of mechanical maintenance by dates and areas;
 - i. All maintenance scheduled for each month must be completed during that month. Requests by the Contractor for deviations from the approved schedule must be submitted with appropriate justification to the CGA for approval. If approval is not granted, no deviation will be accepted;
 - ii. Scheduled maintenance on equipment that is to be performed less than once a year shall be scheduled so that an equal portion of the equipment will be maintained each year. (i.e. if the frequency for performing maintenance is every three years, one third of the equipment is to be scheduled each year.);
 - iii. Scheduled maintenance that shall be performed at the frequencies and in accordance with the maintenance requirements recommended by the manufacturer or the best practices of the industry;
- e. Detailed operating plans for all building equipment and systems which provide the highest possible operational efficiency, define maintenance and repair requirements, promote energy conservation and maintain asbestos control requirements;
- f. A strategy to plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in the Contract;
- g. A plan to enter the procedure and schedule into the computerized maintenance management system so as to begin the scheduled maintenance procedure;
- h. An acknowledgement that the (i) CGA must be notified in advance when work is to be done on

equipment that requires opening or dismantling of equipment or the loss of service of such equipment for inspection or maintenance. Such equipment will include, but not be limited to, boilers, generators, pumps, refrigeration units, condensers, evaporators and/or any equipment determined to be critical by CGA. CGA may inspect the equipment before, during and/or after any work is performed and (ii) the Contractor is expected to minimize the number of work orders created due to an ineffective preventative maintenance program; and

- i. A monthly progress report indicating the preventive maintenance work performed on each piece of equipment shall be submitted to the CGA within ten (10) days after the end of the month.



Account Name: The CT General Assembly Start Date: August 1, 2015

Transition Activities & Timeline

✓	TASK	2-Jul	9-Jul	16-Jul	23-Jul	1-Aug
		WEEK 4	WEEK 3	WEEK 2	WEEK 1	START DAY 1
	First Start-Up Team Meeting to:					
	Review contract and specifications	ALL				
	Review Equipment/Supplies/Uniform Needs	ALL				
	Set date to meet with Client to review start-up plan	SALES				
	Review management personnel choices	VP				
	Implement reporting and communication plan CleanTelligent	VC				
	Discuss and review inventory control and management	VP				
	Human Resource Process					
	Assign SMG management and supervision team	VP				
	Review current inventory of eligible applicants	HR				
	Interview incumbent personnel and other applicants	OP	OP			
	Place ad for new hires if needed	HR				
	Schedule background checks		HR			
	Distribute new hire packets			HR		
	Select new hires including supervisors and leads			OP		
	Schedule training			HR		
	ID badges				HR	
	Set Up Accounting Procedures		AC	AC		
	Set Up Time Recording and Payroll Procedures		AC	AC		
	First Meeting with CGA Representatives to Review:					
	Start-up plan, job descriptions, floor plans, reporting/communication	ALL				
	building conditions, accounting procedures, uniforms, inspection	ALL				
	Create SMG internal start-up sheet	OP				
	Discuss additional tenant sales and contact info	SALES				
	Second Start-Up Team Meeting to:					
	Review start-up timeline, zone floors, set up cleaning teams,			OP		
	Assign supervision, discuss reporting/communication, set up training			OP		
	Purchasing					
	Order uniforms, supplies (phones, furniture, delivery req.)		OP			
	Second Meeting with CGA Representatives to Review:					
	Start-up timeline, specifications, floor plans, key control, security, billing,			ALL		
	shipping/receiving, storage areas, emergency plans,			ALL		
	new hires/personnell needs, job zoning plans			ALL		
	Third Meeting with CGA Representatives to Review:					
	Start-up timeline, expectations, periodic schedule, billing assessment			OP		
	Review Final Preparations with Management Team, including:					
	On-the-job training, Safety, OSHA, EPA, Policies/Procedures, Chemicals				OP	
	Time Recording, Work rules, Badges, SDS, Workers right to know				OP	
	Service Installation and Buildings Orientation					
	Provide work descriptions, distribute uniforms, Receive				OP	OP
	Stock closets/SDS, Tasks and Specifications orientation				OP	OP
	Final Start-Up Team Meeting to:					
	Review every aspect to ensure all systems in place for successful startup				ALL	
	Day One – Services Initiated					ALL
	Meet with CGA Representatives to:					
	Evaluate startup / Discuss any issues or concerns					ALL

KEY	
Sales & Ops	ALL
Operations	OP
VP Operations	VP
Area Manager	AM
Human Resources	HR
Accounting	AC



KEY PERFORMANCE INDICATORS – EXHIBIT K

The following are a list of the initial Key Performance Indicators which will be used to evaluate the performance of the Contractor. The documentation referred to in this section is described throughout this Contract as indicated. This list may be altered by the CGA to include additional indicators before the start of each quarter.

1. Building Assessment Plan (BAP)

The Contractor will be evaluated on the quality and timeliness of their draft, final copy, modifications and annual revisions of their Building Assessment Plan (BAP).

2. Master Cleaning Plan (MCP)

The Contractor will be evaluated and scored on:

- a. The quality, completeness and timeliness of their draft, final copy, modifications and annual revisions of their MCP as described in Exhibit I;
- b. Their staff's adherence to the plan and the volume of work orders for missed or corrective work required;
- c. The results and scores of cleaning and lighting inspection reports;
- d. Completion of Priority M (Preventative Maintenance) work orders on time; and
- e. Number of work orders created based on an ineffective MMP.

3. Master Maintenance Plan (MMP)

The Contractor will be evaluated and scored on:

- a. The quality, completeness and timeliness of their draft, final copy, modifications and annual revisions of their MMP as described in Exhibit I;
- b. Their staff's adherence to the plan and the volume of work orders for missed or corrective work required;
- c. The results and scores of mechanical systems inspection reports;
- d. Completion of Priority M (Preventative Maintenance) work orders on time;
- e. Number of work orders created based on an ineffective MMP; and
- f. Unauthorized downtime of the facility infrastructure.

4. Training Plan

The Contractor will be evaluated on the quality, completeness and timeliness of their training plan, annual revisions of their employee training plan, as well as compliance with the plan as described in Exhibit I.

5. Quality Service Program (QCP)

The Contractor will be evaluated and scored on the: Quality, completeness and timeliness of their draft, final copy and interim revisions of their QCP as described in Exhibit I.

6. Emergency Operating Plan (EOP)

The Contractor will be evaluated on the quality, completeness and timeliness of their final copy and annual revisions of their EOP.

7. Staffing

The Contractor will be evaluated and scored on the following:

- a. All qualifications of the contract personnel meet the contract requirements;
- b. Maintaining agreed upon staffing levels;
- c. Neatness and professionalism of staff;
- d. Resolution of reoccurring staff issues; and
- e. Compliance with the requirements of Federal, State and local agencies including but not limited to: CT Department of Labor, CT Department of Consumer Protection, CT_Occupational Safety and

Health Administration, CT Department of Environmental Protection and the Environmental Protection Agency. The Awarded Respondent shall have zero notices of violation.

8. Old State House Management and Event Coordination

The Contractor will be evaluated and scored on the:

- a. Effective management and coordination of Old State House staff and contractors; and
- b. Coordination and on-site staff management of after-hours events at the OSH.

9. Financials

The Contractor will be evaluated and scored on the:

- a. Staff invoices and supporting materials:
 - i. All billable hours and all reimbursable costs are submitted for the previous month within ten (10) working days of the end of the month;
 - ii. Invoices and supporting materials are complete and accurate (including scheduled hours for each classification of worker) and balanced to each other; and
 - iii. Complete and accurate certified payrolls are provided within thirty (30) days of the end of the month.
- b. Processing of Requisitions and Receipts:
 - i. Timeliness and accuracy of requisitions entered into the People Soft system for materials and services; and
 - ii. Timeliness and accuracy of receipts of orders of materials and services entered into the People Soft system.

10. Coordination of Work Performed by Outside Contractors

The Contractor will be evaluated and scored on the following:

- a. Coordination of work designated to be performed by outside service contractors;
- b. Quality and completeness of logs maintained to verify work performed by outside cleaning service contractors;
- c. Quality, completeness and timeliness of reports for work of outside cleaning contractors; and
- d. Notification of issues and recommendations of solutions to issues with outside cleaning service contractors.

11. Daily Reports

The Contractor will be evaluated and scored on the quality, completeness and timeliness of daily reports.

12. Evaluation of Customer Service

The Contractor will be evaluated and scored on:

- a. Responses to on-line customer service surveys;
- b. Report on actions taken to mitigate survey customer service ratings of average, fair or poor on any given item; and
- c. Customer satisfaction based on responses from the events surveys.

13. Inventory Tracking

The Contractor will be evaluated and scored on:

- a. Accuracy of the quarterly inventory tracking reports;
- b. Accuracy in transmitting inventory changes; and
- c. Assisting OLM with annual physical inventory process.

14. Contract Administration

The Contractor will be evaluated and scored on:

- a. Timeliness of approval of staffing changes and clarification of staffing issues by management staff; and
- b. Timeliness and completeness of approval of contract and wage adjustments.

15. Energy Conservation

The Contractor will be evaluated and scored on their monthly reports on work performed and planned energy conservation projects. Submit reports by 10th of each month.

16. Work Order Completion

The Contractor will be evaluated and scored on the timely and accurate completion of priority A, B, C, D, E and Project work orders within the appropriate response times.

17. Seasonal and Special KPI Evaluation

On a seasonal basis, the Contractor will be evaluated and scored on the following:

- a. Effective management and coordination of landscaping and irrigation contractor;
- b. Effective management and coordination with snow removal contractor;
- c. Effective management and coordination of spring clean-up by the landscaping and snow removal contractors;
- d. Supervise pre-session preparatory work;
- e. Recommendation of alternatives and efficiencies for cost savings including reassignment of existing staff and assumption of other contractors' tasks; and
- f. Effective management and coordination of work being performed by metal and wood refinishing contractors.

ATTACHMENT K

Quarter: _____
 Contract Year: _____
 Evaluation Period: _____

Item	Eval Area	Performance Objectives	KPIs				EVALUATION					
			Perf #	Freq	Priority Weight	Performance Threshold	1 st Month	2 nd Month	3 rd Month	Period Average	Expected Score	Weighted Score
1	M	Master Cleaning Plan (MCP)	1A	Q	5	Cleaning & Lighting Inspection reports	-	-	-	-	15.00	-
			1B	Q	3	Complete all Priority M-PM cleaning work orders on time. (As documented by Guardian 24/7 System)	-	-	-	-		
2	M	Master Maintenance Plan (MMP)	2A	Q	5	Mechanical systems Inspection reports	-	-	-	-	15.00	-
			2B	Q	3	Complete all Priority PM mechanical work orders on time. (As documented by Guardian 24/7 System)	-	-	-	-		
3	M	Training	3	Q	3	Show compliance with the employee training plan by submitting a monthly report showing items completed for the prior month and dates of planned and makeup training per employee for the current month. Submit monthly report within the first three business days of each month.	-	-	-	-	9.00	-
4	M	Staffing	4A	Q	1	Maintain staffing at levels sufficient to complete daily tasks and projects in a timely manner. (GS will not fill absences unless approved by OLM.)	-	-	-	-	3.00	-
			4B	Q	1	Neatness and professionalism of personnel.	-	-	-	-		
			4C	Q	3	Resolution of reoccurring staff issues.	-	-	-	-	9.00	-
5	M	Old State House -	5	Q	3	Effective management and coordination of Old State House staff and contractors.	-	-	-	-	9.00	-
6	M	Old State House - Events	6	Q	3	Provide coordination and on-site staff management of after hours events at the OSH.	-	-	-	-	9.00	-
7	M	Processing of requisitions.	7	Q	3	Timeliness and accuracy of requisitions entered into the People Soft system. Requisitions should be submitted with	-	-	-	-	9.00	-
8	M	Processing of receipts.	8	Q	3	Timeliness and accuracy of receipts of orders of materials and services entered into the People Soft system upon established monthly schedule or upon receipt of goods or services.	-	-	-	-	9.00	-
9	M	Coordination of work performed by outside contractors.	9A	Q	3	Quality and completeness of logs maintained to verify work performed by outside service contractors.	-	-	-	-	9.00	-
			9B	Q	5	Quality, completeness and timeliness of notification of issues and recommendations of solutions to issues with outside service contractors.	-	-	-	-	15.00	-
			9C	Q	1	Coordination of work being performed by project contractors.	-	-	-	-	3.00	-
10	M	Daily Reports	10	Q	1	Quality, completeness and timeliness of daily reports.	-	-	-	-	3.00	-
11	M	Evaluation of Customer Service	11A	Q	3	Evaluation of customer satisfaction, based on responses from the Hartford Survey, through Guardian monthly 24/7 reports.	-	-	-	-	9.00	-
			11B	Q	1	Guardian to provide report on actions taken to mitigate customer service ratings of average, fair or poor on any given line item.	-	-	-	-		
			11C	Q	1	Evaluation of customer satisfaction, based on responses from the Events Survey.	-	-	-	-	3.00	-
12	M	Inventory Tracking	12	Q	3	Accuracy and timeliness in transmitting inventory changes.	-	-	-	-	9.00	-
13	M	Contract Administration	13A	Q	3	Timeliness of approval of staffing changes and clarification of staffing issues by management staff.	-	-	-	-	9.00	-
			13B	Q	5	Timeliness and completeness of approval of contract and wage adjustments.	-	-	-	-	15.00	-
			13C	Q	5	Review of RFP drafts and assistance with the resolution of contract issues with other service contractors.	-	-	-	-		

			13D	Q	5	All billable hours and all reimbursable costs including certified payrolls are submitted for the previous month within fourteen (14) working days of the end of the month. Invoices and supporting material are complete, accurate (including scheduled hours for each classification of worker) and balanced to each other.		-	-	-	-	15.00	-
14	M	Energy Conservation	14	Q	3	Provide report on performed and planned energy conservation projects on a monthly basis. Submit reports by 10th of each month.		-	-	-	-	9.00	-
												186.00	-

Total Management Weighted Score (1-5) -

Item	Eval Area	Performance Objectives	Perf #	Freq	Priority Weight	Performance Threshold	1 st Month	2 nd Month	3 rd Month	Period Average	Expected Score	Weighted Score	
15	T	Timely & Accurate Completion of Work Orders	15A	Q	5	Respond to and complete all Priority A work orders within 60 minutes. (As documented by Guardian 24/7 System)	-	-	-	-	15.00	-	
			15B	Q	3	Respond to and complete all Priority B work orders within 24 hours. (As documented by Guardian 24/7 System)	-	-	-	-	9.00	-	
			15C	Q	3	Respond to and complete all Priority C work orders within 48 hours. (As documented by Guardian 24/7 System)	-	-	-	-	9.00	-	
			15D	Q	5	Respond to and complete all Priority D work orders within 4 hours. (As documented by Guardian 24/7 System)	-	-	-	-	15.00	-	
			15E	Q	1	Respond to and complete all Priority E work orders within 5 days. (As documented by Guardian 24/7 System)	-	-	-	-	3.00	-	
			15F	Q	5	Completion of project tasks in accordance with established schedules.	-	-	-	-	15.00	-	
												66.00	-

Total Technical Weighted Score (1-5) -

Item	Eval Area	Performance Objectives	Perf #	Freq	Priority Weight	Performance Threshold	1 st Month	2 nd Month	3 rd Month	Period Average	Expected Score	Weighted Score	
16	S	Manage Landscaping & Irrigation Contracr	16	Q	5	Effective management and coordination of landscaping and irrigation contractor.	-	-	-	-	15.00	-	
17	S	Cost efficiencies	17	Q	5	Recommend alternatives and efficiencies for cost savings including reassignment of existing staff and assumption of other contractors' tasks.	-	-	-	-		-	
18	S	Metal Refinishing	18	Q	5	Effective management and coordination of work being performed by metal refinishing contractor.	-	-	-	-		-	
19	S	Wood Refinishing	19	Q	5	Effective management and coordination of work being performed by wood refinishing contractor.	-	-	-	-	15.00	-	
20	S	Inventory Tracking	20	Q	5	Assist with physical inventory.	-	-	-	-		-	
21	S	Update BAP, MMP	21	Q	5	Quality, completeness and timeliness of updated BAP & MMP. (One to be submitted by the end of each mo. starting in Sept.)	-	-	-	-	15.00	-	
												45.00	-

Total Special Weighted Score (1-5) -

	KPI	Weight Factor	Weighted Percentage
Evaluation Area			
Management (M)	-	30%	-
Technical (T)	-	30%	-
Special (S)	-	40%	-
Total Performance-Based Compensation Rating			-