

AGREEMENT
BETWEEN
Norwalk Community College
AND
SMG Corporate Services

This Agreement ("Contract") is entered into by and between Norwalk Community College, a constituent unit of the State of Connecticut System of Higher Education, with an address of 188 Richards Avenue, Norwalk, Connecticut 06854 (hereinafter the "Institution"), and SMG Corporate Services (hereinafter the "Contractor") with a principal place of business at **25 Corporate Drive Shelton, CT 06484**, to provide Custodial/Janitorial Services and all equipment and personnel necessary to provide contracted services.

I. GENERAL

Contractor shall be responsible for supplying Custodial/Janitorial Services and all equipment and personnel necessary to provide contracted services.

1. HOURS OF OPERATION:

Contractor shall perform all Services

Daytime general cleaning

Monday through Friday between the hours of 5:30 AM – 2:00 PM

Evening General Cleaners

Monday through Friday between the hours of 1:30 PM – 10:00 PM

Saturday General Cleaners

Monday through Friday between the hours of 8:00 AM – 4:30 PM

Norwalk Community College reserves the right to change operational hours as needed, and shall give contractor sufficient advance notice of any changes. Hours shall be adjusted if the Institution operational hours are adjusted.

2. HOLIDAYS, VACATIONS AND BUILDING CLOSURES:

- a. Unless otherwise directed, Contractor shall not provide any services on the State holidays indicated below. Additionally if the State decides to close State buildings on any other day including but not limited to employee furloughs, Services will not be required or provided on the closure date, unless otherwise directed. The Institution shall provide Contractor with reasonable notice of building closures whenever possible. Some building closures may not allow for advanced notice to the contractor of either a full or portion of a day closure. The Contractor shall prorate any invoice relating to a scheduled work day in which Services were not provided due to Facility closure. The prorated formula will be the monthly cost that the facility closed divided by the number of Service days within that particular month to get a daily rate; multiply the daily rate by how many days of Service completed within the particular month to establish the prorated monthly cost. Partial day closures will be prorated to the total hours of work performed on the day of the early closure. The Contractor shall reschedule any task that was not completed due to the Facility closure with the exception of daily tasks. The Institution Designee must be notified and approve of all task schedule changes.

b. Current list of State Holidays

STATE HOLIDAYS	
<u>New Year's Day</u>	<u>Independence Day</u>
<u>Martin Luther King Jr. Day</u>	<u>Labor Day</u>
<u>Lincoln's Birthday (as adjusted)</u>	<u>Veteran's Day</u>
<u>Washington's Birthday</u>	<u>Thanksgiving Day</u>
<u>Good Friday</u>	<u>Christmas Day</u>
<u>Memorial Day</u>	

3. PERSONNEL:

Contractor shall furnish full-time and part-time employees, fully trained, properly instructed, competent personnel. Staffing levels must be acceptable to the Institution. The Contractor shall conduct a thorough background investigation of all Custodial personnel proposed for work at the Institution and submit the results to the Institution Administration for each custodian assigned or considered for assignment. The background checks shall include work history along with a State Police check of criminal record. Proof must be provided to the Institution of pre-employment drug testing and check of the National and State Sex Offenders database. Contractor must complete background checks for new and existing staff within the first three months of signing agreement.

The Institution reserves the right to interview, select, approve or reject custodial personnel working on the premises. If a custodian is unacceptable to the Institution for reasons of conduct, performance of duties, failure to comply with its policies, procedures, rules or regulations, or other reasonable cause, the Contractor shall immediately relieve the custodian from assignment at the Institution.

a. Working Site Supervisor

One Working Site Supervisor is required and shall oversee overall site cleaning operations including staff management, facilities set ups, and cleanliness of all areas of the Institution. The site supervisor shall provide daily reports to the College's Director of Buildings and Grounds. The site supervisor shall be the first point of contact for cleaning contractor staff issues.

b. Area Management

The contractor shall provide area management that shall oversee the cleaning site supervisor and the overall site operations. The area management shall visit the Institution at least once per week and maintain regular contact with the College's Director of Building and Grounds. The area management of the Institution's services shall be provided at no additional cost to the Institution.

c. Employees by title and number:

- 1 Working Site Supervisor
- 10 Full time day general gleaners
- 2 Full time evening general cleaners

A total of 520 work hours per week shall be provided

d. Hours for:

- | | | |
|---------------------------|------------------|-----------|
| Working Site Supervisor: | 5:30am – 2:00pm | Mon – Fri |
| General Cleaners: | 5:30am – 2:00pm | Mon – Fri |
| Evening General Cleaners: | 1:30pm – 10:00pm | Mon - Fri |

Weekend Cleaners

8:00am – 4:30pm

Saturday

The Institution reserves the right to adjust the operational hours as need may arise. All personnel shall sign in no sooner than 15 minutes prior to the shift start time and sign out at the end of each shift at the East Campus Security Desk.

e. Building/Ground Workers – Periodic

The Institution periodically requires general labor services of an unskilled, non-technical nature. These services are designed to assist/complement the Institution staff in peak workload periods on an intermittent basis.

Services requested shall be required within a forty-eight (48) hour notice and be a minimum of four (4) hours each request if not an extension of Custodial/Janitorial shift. General labor services shall be quoted separately and invoiced separately. Certified payrolls must accompany invoices.

f. Qualification of staff

All personnel employed by contractor shall be full-time and part-time employees, supplied with photo identification to be worn at all times. Personnel shall be attired in company-identified uniform.

g. Compliance

All personnel are to sign in no sooner than 15 minutes prior to the shift start time and sign out at the end of each shift at the East Campus Security Desk. Trash and personal belongings may be checked. Once in the building, workers must stay in the building and not return to cars in the parking lot. Norwalk Community College may audit weekly sign in and out sheets plus payroll time cards and payroll check stubs for compliance of all Terms and Conditions of minimum pay rate requirements.

Contractor shall implement a biometric time keeping solution for employees that provides secure employee electronic data on in/out times of contractor personnel. Reports of contractor personnel in/out time, hours worked, sick and vacation time shall be provided to the College Supervisor of Buildings and Grounds weekly. The reports provided shall back up the certified payroll that is part of the contractor building.

The College Supervisor of Buildings and Grounds shall be notified by the contractor by 7 am of the current work day when the site supervisor is not going to be at work.

The College Supervisor of Buildings and Grounds shall be provided with vacation schedules for contractor personnel in advance and be notified if additional workers are covering for sick or vacationing contractor personnel.

The Contractor shall ensure that hours and cleaning duties are covered during absences. The contractor shall cover all billed hours with working personnel in the instances of vacation or sick time with no additional charge to the Institution in order to maintain building service.

4. PROTECTION OF PROPERTY:

The contractor, during the performance of the Contract, shall exercise due caution and proper care and protection for all Institution and/ or personal property, equipment, facilities, and supplies. The Contractor shall be responsible for all damages to Institution and/ or personal property caused by use, misuse, or negligence of the Contractor's employees or agents and shall be responsible for the repair or replacement of any damaged property.

The Contractor shall report, in writing, within twenty four (24) hours of the occurrence of damage to Institution property. Failure to report the damage within the specified time may be cause for termination of the contract.

5. STANDARD OF CLEANLINESS:

- a. Association of Physical Plant Administrators (APPA) "Level 2" unless indicated otherwise in the bid package. Storage and utility rooms are to comply with "Level 3."
- b. Consumable Goods - Paper consumable supplied by the contractor must meet the guidelines for minimum recycled content as determined by the United States Environmental Protection Agency at its website: <http://www.epa.gov/>. Contractor shall use cleaning products that comply with the provision of Conn. Gen. Stat. Section 4b-15a which must be "Green Seal" and/or certified EcoLogo "green products." Green products are identified by EcoLogo on its website: <http://www.ecologo.org/en/greenproducts/> Green products are identified by Green Seal on its website: <http://www.greenseal.org/FindGreenSealProductsAndServices.aspx> Contractor shall utilize all cleaning products in accordance with the manufacturer's stated directions. All cleaning products are subject to review and approval by Client Agency. The term "cleaning products" does not include any (1) Disinfectant, disinfecting cleaner, sanitizer or any other antimicrobial product regulated by the federal Insecticide, Fungicide and Rodenticide Act, 7 USC 136 et seq., or (2) product for which no guideline or environmental standard has been established by any national or international certification program approved by the Connecticut Department of Administrative Services, or which is outside the scope of or is otherwise excluded under guidelines or environmental standards established by such national or international certification program.
- c. Chemicals and Supplies -Contractor shall purchase and issue all chemicals in their original containers. No chemicals are to be mixed on or off site unless completed in strict compliance with manufactures recommendations as listed by the manufacturer on the original container. Chemicals/supplies that require precautionary warnings must have those warnings affixed to all containers as prescribed by law, regulation or ordinance. Labeling of containers of hazardous, toxic substances or waste must be in compliance will all Federal, State and Local laws, regulations and rules. Contractor shall only use germicidal disinfectants that bear a United States Environmental Protection Agency ("EPA") Registration Number.
- d. OSHA Compliance - Contractor shall comply with United State Department of Labor Occupational Safety and Health Administration (OSHA) guidelines. As such, Contractor shall:
 1. Furnish to the Institution Designee copies of the Safety Data Sheets ("MSDS") for all products used, within ten (10) business days after contract award date or prior to the utilization of product.
 2. Supply employees with first aid kit(s) conveniently located, per OSHA requirements and based on the number of employees.
 3. Update MSDS data sheets annually and submit them to the Institution Designee.
 4. Comply with all applicable OSHA and EPA requirements related to the Performance of this Contract, including but not limited to safety, training,

equipment, toxic and hazardous substances and labeling of chemical containers.

5. Comply with all applicable Federal and State safety laws and regulations to ensure a safe working environment.

6. MATERIALS AND SUPPLIES

A. The contractor shall furnish the following supplies in minimum specified quantities and quality to insure uninterrupted service and to provide for a clean and sanitary environment, all cleaning products must meet the state mandated "green" standard:

1. Detergents/Disinfectants
2. Cleaning chemicals and solutions used on floors, walls, furniture, toilet rooms, glass, tile, brick, concrete and other building surfaces
3. Disinfectants, germicides and fungicides
4. Deodorizers
5. Rags, cloths, sponges, brushes, pails, spray bottles, scrapers, steel wool, plastic disposal bags
6. Scouring powders and compounds
7. Paper products used in the cleaning process
8. Other such tools and supplies as customarily required
9. Trach liners

B. The Institution shall make available to the contractor at no expense for use and dispensing:

1. Toilet tissue
2. Paper towels
3. Trash liners
4. Hand soap
5. Whiteboard erasers
6. Chalk and whiteboard markers
7. Erasers for chalkboards
8. Toilet seat covers
9. Hand Sanitizers

C. The following inventory of chemicals has been established as a minimum inventory required to assure uninterrupted service for the entire building. Contractor shall be required to furnish and maintain this minimum inventory, which shall be subject to periodic review by the Institution.

Minimum Materials Inventory

1. 5gals. Hospital grade disinfectant (rated for HIV and MRSA) to be used on all bathroom floors, wall and fixtures
2. 5 gals. Glass cleaner
3. 5 gals. All surface cleaner (i.e., "Fantastic," "Formula 409" or equivalent) for spotting desks and walls

4. 5 gals. Neutral pH floor cleaner with a deodorizer
5. 1 cs. Medium mop heads
6. 1 cs. Supply of treated dust mops
7. 50 lb. Supply of clean rags or disposable wipes
8. 5 gals. High speed floor finish
9. 5 gals. High speed floor restorer
10. 6 cans Spray carpet spot cleaner
11. 1 cs. Yellow muslin cloths
12. 1 gal. Carpet spotter
13. 2 cans Carpet spotter (solvent)
14. 1 can Gum Remover
15. 5 gals. Carpet "rotary/bonnet shampoo
16. 5 gals Carpet "extraction" cleaner
17. 2 gals. "Traffic lane prespray"
18. 1 gal. Carpet browning treatment
19. 1 cs. Graffiti remover
20. All other chemicals in sufficient quantities to perform all contracted tasks.

D. An up to date binder with all Material Safety Data Sheet Book of all chemicals used by the contractor is to be kept at Security and made available for use by all Institution personnel as well as contractor's employees. All products to meet state mandated "green" standard.

E. The contractor must provide product literature and MSDS sheets for the detergent/disinfectants, tile finishes, wall washing solutions, white marker board cleaner, liquid and powder cleaners, restroom fixture cleaners, and all other appropriate products.

7. MINIMUM SPECIFICATIONS FOR MATERIALS

A. Wall Washing Products used for wall washing shall not be abrasive or high alkaline cleaners. Only non-abrasive, non-butyl low pH synthetic detergents shall be used for such cleaning.

B. Detergents/Disinfectants

Use only an E.P.A. registered hospital grade detergent/disinfectant effective as a disinfectant, fungicide, virucide and mildew stat.

C. Resilient Tile Floor Finishes, Sealers and Strippers

1. Stripper: Non-ammoniated, with high powder amines and alkalinity, specifically for high-speed floors.
2. Sealers: Acrylic for stone and resilient floors.
3. Finish: Must have a minimum of 16% solids, a maximum of 25% solids, and have a coefficient of friction to exceed the standards set forth by the CSMA and ASTM methods of testing. All finishes to be specifically formulated for a high-speed floor care program.
4. Restorer and Spray Buff: Must be specifically formulated for use with the high-speed floor finish.

D. Liquid Cleaners

Liquid cleaners shall have a maximum pH of 10 and be of such nature so as not to bluish or destroy the shine or floor finish when diluted and shall not leave a haze or film residue on any surface when dry.

E. Powdered Cleaners

Shall be limited to areas as approved by the Institution and not be used on non-vitreous surfaces

F. Restroom Fixture Cleaners

In the cleaning of chromium and nickel-plated fixtures in restrooms no cleaner shall be used that incorporates abrasives, oil, or wax ingredients. Fixtures shall be cleaned only with a hospital grade (rated for HIV and MRSA), acid free, restroom cleaner that is a disinfectant, deodorant, mildew stat, and virucide.

G. Carpet Spotting and Cleaning Materials

Carpet cleaning chemicals used for routine, interim and restorative maintenance as well as special needs must be approved for use as a chemical cleaner by the carpet manufacturer and by the Institution prior to use.

H. State mandates the use of the "Green Cleaning System."

8. EQUIPMENT

A. Contractor shall furnish and maintain all necessary cleaning equipment, and such equipment shall be the sole responsibility of the contractor. The state agency designee shall approve all equipment furnished by the contractor; any equipment found unsuitable for the work shall be removed from the premises and replaced with an approved type. All electrically operated equipment must possess proper grounding capabilities and must be grounded when in use. Equipment furnished by contractor shall be in sufficient quantities to insure proper coverage and include but not be limited to:

1. Rotary machines 175 rpm. with shampoo tanks, shampoo brushes, pad drivers, bonnet buffing pads, and black striping, blue scrubbing, red polishing pads.
2. 12" or larger upright commercial HEPA vacs
3. Porta HEPA vacs
4. Wide area carpet 24" to 30" HEPA vacuums
5. Commercial carpet extractor, no bonnet carpet cleaners, steam extractors must be used
1. Large sweeper/hallway vacuum
6. Large capacity wet vacuums
7. Wringer and bucket combinations (6 gal.)
8. "Wet Floor" signs
2. A combination floor scrubber/cleaner for terrazzo, wood and vinyl floors
3. "Bathroom Closed" signs
4. 55 gal. Brute garbage cans with dollies
5. High dusters/extension dusters
6. Dust mop handles with cradles

7. Various window squeegees
8. Window cleaning buckets
9. Wet mop handles--Orange or red fiberglass for safety
10. Host or comparable dry cleaning system for carpets, assorted scrub brushes/doodle bug
11. Garden pump sprayer

B. All equipment, tools and implements furnished by the contractor and maintained on the premises shall be clearly marked with a distinguishing mark identifying the equipment belonging to the contractor. All equipment shall be maintained in a like new condition at all times.

9. COMMUNICATION SYSTEM

The Institution shall furnish the Contractor a communication system for communication between contractor's personnel for efficiency and safety. Communication shall consist of: Four (4), Five (5) watt UHF/FM walkie talkies consistent with the Institution standard radio communication system.

10. CONTRACTOR STORAGE AREA

The Institution shall make available to the Contractor a storage area for the purpose of storing supplies and equipment for the performance of the contract.

11. SERVICES DEFINED

A. Empty all waste paper baskets, cans and containers and deposit in designated dumpsters or recycled paper containers. Keep waste paper baskets clean and sanitary by use of liners. Remove any boxes or materials identified to be disposed.

B. Vacuum Carpets

Completely vacuum all areas of exposed carpet within a room or corridor, using an approved type vacuum. Clean spots as needed and remove gum.

C. Spot Clean Glass

1. Use an approved glass cleaner and dry towel. Remove fingerprints and smears from entrance and exit doors, wall partitions and classroom doors.

D. Dust Furniture

1. Use clean rag treated with an approved material. Wipe off all surfaces of hard finished furniture.

E. Damp Mop Floor

1. Use a clean strained mop and an approved solution for specific floor type. Damp mop all exposed areas of floor surface. Wring out mop so that it does not drip where damp mop is called for. Use "wet floor" signs as needed.

F. Restroom Fixtures

1. Plumbing fixtures include mirrors, commodes, wash basins, urinals, shower stalls, and their exposed piping and valves. Using an approved solution, clean all surfaces and wipe dry all chrome and mirrors.

G. Buff Floor

1. Vinyl Resilient Tile: use the spray buff or high speed burnish method with an approved floor material.
2. Slate: damp mop with a mild detergent solution, allow to dry and spray buff or high speed burnish. Utilize salt neutralizer as needed in winter months.

H. Dust Mop

1. Using a treated dust mop, remove all surface dust and dirt. Use only an approved mop treatment.

I. Spot Clean Floors, Walls, or Furniture

1. Floors

- a. Carpet -clean spilled materials and spot clean carpet in an approved manner.
- b. Fabric covered furniture-prior to cleaning use test area to determine safe treatment of fabric.

2. Walls

- a/ Painted walls-spot-clean walls and doors with clean rag and approved solution.
- b. Stained doors-prior to cleaning any stained doors or other wood trim, get specific instructions on the type of cleaning solution that is to be used.
- c. Metal partitions-use an approved sanitizing solution with a clean rag and wipe dry.
- d. Wallpaper/covering-spot-clean with approved solution and clean with dry rag.

J. Mop Floor

NOTE: Do not splash walls or leave streaks on cove base.

1. Ceramic Tile

Use a clean mop with an approved detergent hospital grade disinfectant. Do not apply any type floor sealer or other floor finish material.

2. Resilient Tile

- a. Vinyl-use a clean mop with an approved detergent.
- b. Rubber Stair Treads-use a clean mop with an approved detergent.

K. Desk Tops, Hard Finish Furniture & Chairs

1. Clean with an approved cleaner and wax with clean cloth. Desk to be cleared by owner. Remove graffiti, spills and fingerprints from classroom desks, chairs and walls. Leave all classrooms in a neat and orderly manner.

J. Window Washing-Interior

1. Use a sponge strip washer or window brush and squeegee with an approved solution. Sponge or brush all window surfaces and squeegee dry. Use rag to pick up all water drips. Leave all surfaces dry.

L. Wood floors/Baseboard

1. Mop and rinse to clean, treat and wax on schedule supplied.

M. Shampoo Carpets

1. Use materials and equipment recommended by carpet manufacturer and as approved.
2. Furnish waterproof material placed under legs or pedestal of furniture. Set on damp carpet. Remove after carpet has dried.
3. Move all furniture except file cabinets and desks for shampooing of carpets.
4. After shampooing carpets, wipe all wall, molding and furniture surfaces that have been spotted.

N. Chalk Boards/Marker Boards

1. Follow manufacturer's directions for cleaning all chalk boards/marker boards. Clean all trays and entire boards as directed.

O. Stairways

1. Sweep or vacuum and damp mop to clean and spotless appearance.

P. Cafeteria

1. Wash all tables, chairs and trash containers using hospital grade disinfectant/detergent and remove all trash. Wash and sanitize floor and replace liners daily.

Q. Restrooms

1. Wash and sanitize sinks, drinking fountains, floors, walls, urinals, water closets, lavatories, seats, benches, dispensers and shower areas using hospital grade disinfectant. Refill all dispensers. Remove all graffiti from walls, partitions, etc.

P. Loading Dock Area

1. Clean entire loading dock area. Properly dispose of all discarded waste, including but not limited to "breaking up" all cardboard boxes and disposing of them in the recycle dumpster, stacking all pallets, sweeping clean entire area. Place other recycle goods in containers provided.

R. Vents and Grills

1. All wall and ceiling vents and grills which blow in fresh air as well as returns are to be dusted, vacuumed and wiped clean

S. Parking lot garbage and pick up of garbage in parking lot. Remove exterior garbage from receptacles. Replace bags. Pick up and dispose of all garbage in parking lots each day.

T. Event set ups and break downs

1. Vendor shall access the Institution event management system for daily set ups and events. Vendor shall manage all set ups and break downs on both east and west campuses. The site supervisor shall manage this process and work under the direction of the Building Maintenance Supervisor and the campus events office. Set ups include but not limited to tables, chairs, moving furniture to storage area, moving podiums, cleaning tables, and replacing all furniture/tables to original condition after the event.

12. CLEANING REQUIREMENTS

A. Daily/Nightly

Classrooms

1. Clean all chalk boards/marker boards and erase thoroughly with approved solution.
2. Empty all waste receptacles and replace with liners. Leave in clean and sanitary condition.
3. Remove all pencil/ink marks on instructor's and student desks and tablet armchairs.
4. Vacuum traffic isles and other areas as necessary. Clean spots as required. Sweep with treated dust mop on resilient tile floors. Remove marks as required. Damp mop as required to maintain a clean appearance.
5. Spot clean glass partitions, doors, windows, and window ledges.
6. Straighten chairs and tables per instructions.
7. Close and lock all doors. Turn off all lights.

Offices, Library, Conference Rooms

1. Vacuum all carpets. Clean spots as needed. Remove any gum.
2. Empty all wastebaskets. Replace liners daily. Damp wipe wastebaskets with a detergent/disinfectant as needed.
3. Remove smudges, finger marks and stains on doors, light switches and walls.
4. Dust mop vinyl and wood floors with treated mop. Damp mop as required to maintain a clean appearance.
5. Spot clean glass partitions, doors, windows, and window ledges.
6. Close and lock all doors.
7. Turn off all lights.
8. Straighten areas per instructions.

Restrooms/lavatories/showers/locker rooms

1. All water used for cleaning or mopping must have a minimum of two ounces per gallon of hospital grade disinfectant.
2. Scrub entire toilet and urinal with brush and bowl cleaner.
3. Wash and sanitize all sinks, counters and fixtures.
4. Wash all toilet seats with disinfectant solution. Let sit for ten (10) minutes. Wipe dry and leave in upright position.
5. Clean all mirrors.
6. Refill all toilet tissue, hand towels, hand soap dispensers, and sanitary napkin dispensers.
7. Empty all wastebaskets and receptacles. Sanitary napkin receptacles must be checked and washed, and bags must be replaced in receptacles.
8. Remove finger marks and writing on doors, light switches and all partitions and walls.

9. Disinfect all splashes on partitions.
10. Keep all slop sinks clean and all supplies neatly stacked.
11. Wash/scrub clean all graffiti from walls, partitions, etc.
12. Contractor shall provide a daily sign-off sheet located in plastic sleeve within restrooms/lavatories/showers/locker rooms. Contractor personnel must initial time and date of completion of daily cleaning.

Cafeteria

1. Vacuum carpeted areas.
2. Empty and wash all trash containers. Spray and damp wipe inside and outside of trash containers with disinfectant and replace liners daily.
3. Clean and wash tabletops and chairs.
4. Wash food and marks off walls, counters, vending machines and interior of microwave oven.
5. Arrange tables and chairs in orderly manner

Corridors/Circulation Areas, Entry Foyers/Stairways/Elevators

1. Carpet to be vacuumed.
2. Damp mop floors as needed.
3. Dust mop vinyl floors and rubber stair treads. Damp mop to a clean and spotless condition.
4. Wash and wipe dry all hand rails.
5. Clean, sanitize and polish drinking fountains.
6. Clean all lounge tables and chairs of debris/trash. Leave in orderly arrangement.
7. Spot clean all glass doors-interior and exterior.
8. Clean entire elevators. Wipe with a water based stainless steel cleaner. High speed burnish or refinish floors to maintain a clean and wet look appearance.
9. Remove debris from all containers and reline.

Loading Dock Area

1. "Break up" discarded cardboard containers and dispose of them in the recycle dumpster.
2. Straighten and sort all recycle barrels for easy access and removal.
3. Stack all discarded pallets/skids.
4. Sweep clean and remove all other discarded debris.

B. Weekly – or more frequent as specific conditions require

1. Dusting-Dust all offices, classrooms, circulation areas to include desks, chairs, file cabinets, book shelves, display cabinets, fire extinguishers, tops of bulletin boards and all reachable window sills, ledges and railings. Desks are to be cleared by owner.
2. Glass-Wash all interior and exterior lobby glass and door glass.

3. Stairways-Thoroughly mop and clean to spotless appearance.
4. Elevators-Tracks on all floors must be thoroughly vacuumed and damp wiped.
5. Mop vinyl floor with disinfectant in all science rooms.

C. Monthly - or more frequent as specific conditions require

1. Carpet-Use carpet extractor machine to shampoo open corridor area carpet areas
2. Vinyl Tile-All areas including classrooms, hallways and labs must be high speed burnished or refinished to maintain a clean and wet appearance.
3. Restrooms---Clean and sanitize all walls, partitions, counters and surfaces except ceilings.
4. Wood Surfaces-Clean and wax.
5. Glass-Wash all office partitions.
6. Upholstered furniture-Spot clean.
7. Vents and grilles-All wall and ceiling vents and grilles which either blow fresh air in or return air are to be thoroughly dusted, vacuumed and wiped clean.
8. Treat terrazzo floors per installer's recommendations.

D. Modified School Schedule

The following cleaning is to be accomplished during the non peak periods of holiday, summer sessions, and at such times mutually agreed upon.

1. Tile Floors-Twice yearly strip, seal and refinish all tile/slate floors using a high-speed formulated floor finish as needed. Scrub and wax tile floors where needed to maintain the acceptable high gloss (wet look) appearance required.
2. Desks/Chairs-Damp wipe all desks and chairs to clean, disinfect and remove any graffiti.
3. Wall/Base Molding-Spot clean all walls and base molding by removing stains, spills, residue, etc.
4. Carpeting-Twice yearly all carpeting must be rotary shampooed and water extracted. Spot and remove gum from carpets.
5. Doors-Wash doors, knobs, door pulls, push plates and kick plates.
6. Other-Any mutually agreed upon items that require attention.

13. WASTE DISPOSAL

A. All waste, paper, liquid solutions and debris shall be disposed of in a safe manner in proper areas furnished by the Institution. Liquid waste shall be disposed of in sinks, basins or drainage area designed for such purpose. Paper and other combustible debris shall be disposed of in waste containers located by loading dock off the ground floor.

B. Recyclable materials shall be stored in containers at strategic locations inside. The contents of these containers shall be transferred periodically to the main bins for recyclable materials and the main bins brought to the appropriate locations on the first

floor for scheduled pick-ups. Materials requiring hazardous waste pick-up should be removed and placed in containers provided by the Institution.

14. WORK SCHEDULE

Contractor shall develop and maintain work schedule to perform services. Area lights shall be turned on and utilized only in the area of immediate work. Upon completion of area cleaning all doors shall be secured, windows and cabinets locked as appropriate. A schedule of work shall be submitted to the Building Maintenance Supervisor for approval. Contractor shall maintain records documenting placement of staff in areas assigned on each campus.

A. Additional Work:

There may be additional tasks required that are not specified or anticipated. These tasks will be limited in scale and may or may not be custodial service functions. Upon request for the performance of such tasks and if can be provided by the Contractor, the Contractor shall submit a written proposal, utilizing current standard wage (or applicable trade rates) including required benefits and applicable mark-ups. Institution Designee shall review and approve all charges for additional work prior to the start of Services.

15. ONE TIME NEW EMPLOYEE ORIENTATION

Contractor shall schedule all new employees for a two hour Institution orientation regarding Institution policies and procedures prior to the start of their first work day at the Institution. The cost of the employee time to attend the orientation shall be paid for by the Contractor.

16. EMPLOYEE TRAINING

The Contractor shall provide on-going employee training to support cleaning techniques, policies, standards and procedures of both the Contractor and the Institution. Training shall be conducted at the facility and at no cost to the Institution.

17. INSPECTION AND AUDITING

A. Contractor shall assign and maintain on premises a qualified supervisor (see section 3A) to perform inspection services of the workforce and to guarantee compliance with the terms, conditions, and specifications of the contract. The Institution, at its discretion, shall perform routine audits on performance of contract items. Any discrepancies, omissions or unacceptable performance shall be rectified in accordance with the terms and conditions of the contract. Any deductions for work not performed shall be in accordance with the terms of this contract and assessed on an hourly basis.

B. Contractor shall assign a qualified supervisor to meet with the appropriate Institution staff on a weekly basis for a mutually agreed upon time to review performance.

C. The Contractor shall maintain and sign a daily logbook used by the Institution Designee to verify that the Services are completed each day and to record any concerns needing corrective action. The Contractor's on-site supervisor shall review this logbook at the beginning of each shift and shall ensure that noted corrections are made if corrections are Contractor's responsibility. If corrections are not Contractor's responsibility, then the on-site supervisor shall verify and note in the log book that such concerns have been forwarded to the Institution Designee.

D. Institution Designee shall notify the Contractor's Management to correct any problem(s) that are continuous or unresolved through the use of the Daily Log. The Institution Designee shall communicate through an email correspondence and copy the DAS Contract Specialist or Purchasing Assistant to document performance issues or refer to the steps in Performance Monitoring.

18. OCCUPANCY AND ACCESS

A. The Institution(s) reserves the right to occupy or allow use of any building, room or office as required. Contractor shall accommodate the Institution and arrange cleaning schedule to perform services accordingly. The Institution shall attempt to notify contractor sufficiently in advance of occupancy so contractor can make necessary arrangements.

B. Each Institution Designee will provide the Contractor's on-site supervisor with building entry keys and/or key card or code access (collectively "Keys") as applicable. Only the Contractor's on-site supervisor will be authorized to lock or unlock doors for Contractor personnel. The Contractor is responsible for informing its employees of all security measures that must be adhered to. Any violations of such measures caused by Contractor or its employees will subject the Contractor to fines and/or cancellation of the Contract.

C. All Keys to the Facility will be furnished by the Institution Designee to the Contractor. Contractor shall sign a Key receipt form as provided by the Institution Designee. All Keys will remain the property of the Institution and will not be duplicated by the Contractor or its employees. The Contractor shall return all Keys to the Institution Designee upon request and at the end of the term of the Contract. If any Keys are not returned by Contractor, a charge for re-keying all affected locksets will be assessed against Contractor. The Contractor shall also assume the cost of re-keying buildings if Keys are lost or stolen by the Contractor or its employees or representatives.

D. Contractor shall report the loss of any Keys to the Institution Designee within two (2) hours after the Contractor or any of its employees or representatives are notified or become aware of such loss. Contractor shall accept full responsibility of such loss and expenses that may result including, but not limited to re-keying of the Institution. Failure of the Contractor to report the loss of any Keys or to accept full responsibility for any loss or expense in accordance with the terms of this provision will be grounds for immediate termination of the Contract.

19. STANDARD WAGE RATES

Contractors shall comply with all provisions of Connecticut General Statutes 31-57f, Standard Wage Rates for Certain Service Workers, shall pay wages in accordance with the current wage rates provided by the Department of Labor as well as provide the State Department of Labor with applicable payroll data on state forms. Information regarding this Statute and how and when it applies can be obtained from DOL's web site at <http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>. Questions concerning the provisions and implementation of this act should be referred to the Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative. A link to the Standard Wages is provided below. Standard Wages: <http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm>

20. INVOICING

Invoices shall, at a minimum, include the Contractor name, the Purchase Order Number, the Contractor's Federal Employer Identification Number, the billing period, and an itemization of expenses invoiced. A copy of the certified payroll for the billing period must be submitted with the invoice. The State of Connecticut does not pay taxes, therefore Contractor invoices should not reflect the inclusion of any taxes on services or work performed under this contract.

21. SECURITY

A. The Contractor, at its own cost, shall complete a comprehensive background investigation, including fingerprinting of all employees including contingency employees who may be utilized to cover absenteeism assigned to the Contract at least forty eight (48) hours prior to the commencement of work by any employee. Background checks must detail employment history, arrest information and citizenship as well as any other information requested by Client Agency. Background check should include the sex offender registry. The results of background checks must be submitted to the Institution Designee by Contractor immediately upon completion. The Institution Designee reserves the right to verify background investigations of Contractors' employees. The Institution may reject potential Contractor employees based upon background check results if the Institution deems the presence of such employees to be detrimental to its best interest, the best interest of the general public or the State, or the best interest of occupants of the Institution. No Contractor employee will be admitted to the Institution without a completed background check. Background check and/or fingerprints will be coordinated through the Commanding Officer of the State Police Troop D. Upon execution of the Contract the Contractor shall submit name and contact information, including, but not limited to names, date of birth, social security numbers, drivers license, of all employees who will perform on site services to the Institution Designee.

B. The Contractor shall train its employees in the security requirements as described by the Institution Designee and will be responsible for enforcing the security rules as such rules apply to its employees. The Contractor shall train its employees with respect to emergency evacuation procedures as well.

C. Contractor shall provide identification badges for all employees. The badges will have the company name/logo, employee's photograph, name and signature. The badges will be worn by the employee at all times within the Institution. Contractor's employees will be instructed not to lend identification badges to another person.

D. The contractor is responsible for training his/her employees in the security requirements of the Institution, and he/she is responsible for enforcing the security rules as they apply to his/her employees. All contractor employees shall be requested to park their vehicles in a pre-designated area. Once their shift commences, they shall not be allowed to leave the building until the completion of their shift.

E. At the beginning and end of their shift, they shall be expected to punch in and out individually on a time clock provided by the contractor. All keys shall be signed out and returned to Institution security personnel each shift. Keys shall not leave the premises. Subsequently, all contracted staff shall leave the premises together.

F. In addition to any other security rules and regulations, the contractor shall

inform his/her employees of the following:

1. In accordance with Executive Order #16 of Governor John G. Rowland, neither the Contractor nor any of its employees or personnel shall bring any guns, knives or other dangerous weapons, as identified by Institution Designee, onto the Institution or any other State property
2. The Contractor's staff may not remove any recyclables from the Institution.
3. No dangerous drugs or other prohibited substances, including alcohol, are allowed on Institution property.
4. No unauthorized personnel, including children, shall be allowed on state property.

G. Neither Contractor nor any of its employees or other personnel shall bring any unauthorized personnel, including children, onto the Institution or any other State property.

The use of state telephones is strictly prohibited, except in an emergency situation. Pay phones, where available to the Institution, may be used by custodial staff at a time deemed appropriate by the contractor.

22. PERMITS/LICENSES AND CONTRACTOR OBLIGATIONS

The contractor shall perform all obligations and discharge all liabilities imposed upon employers under tax, labor, wage-hour, apprenticeship, sickness, disability, unemployment compensation and insurance, old age benefits, social security and any and all such federal, state, county and local laws and regulations that shall impinge upon the contract.

23. INSURANCE

The contractor shall take out and maintain during the life of this Contract such insurance as shall protect him, the Institution, State of Connecticut, its officers, employees and agents from every claim or demand made and every liability, loss damage or expense, of any nature whatsoever. Such insurance shall be in the amounts as specified for all liability for injury to person, death or property damage resulting from or in any way related to the performance of the work under this Contract.

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. 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.

D. Insurance Provisions

1. The State of Connecticut, the Institution, its officers, officials, employees and agents, shall be named as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
2. Contractor shall assume any and all deductibles in the described insurance policies.

3. The contractor's insurer shall have not right of recovery or subrogation against the State and the described insurance shall be primary coverage.

4. Certificates of Insurance evidencing insurance coverage required of the contractor must be filed with the Business Office before any work is commenced under this contract. All policies must contain a clause stating that the policy will not be cancelled without ten (10) days prior written notice having first been sent the contractor and he in turn must notify NCC.

24. SAFETY AND SECURITY

It shall be the responsibility of the contractor to as certain rules and regulations pertaining to safe conduct and safety of premises while in the course of performing the Contract. Judgment must be exercised in complying with the terms of the Contract and care shall be taken at all times to insure the safety of all concerned utilizing properly trained staff and equipment.

25. CONTRACTOR NOT AN OFFICER, EMPLOYEE, or AGENT

While engaged in carrying out and complying with the terms and conditions of the Contract, the contractor is an independent contractor and not an officer, employee, or agent of NCC.

26. ASSIGNMENT

Contractor may not assign this Contract or any part thereof without prior written consent of the Institution.

27. PAYMENTS WITHHELD

In the event contractor's services are deemed to be in default of conditions and specification set forth, the Institution may, at its discretion, withhold payment for services not rendered and deduct such charges from any payment due contractor. Withholding of payment shall be at the Institution'

28. INSTITUTION'S RIGHT TO TERMINATE CONTRACT

If the contractor refuses or fails to prosecute the work or any separable part thereof with such diligence as shall insure its completion within the time specified, or if he should persistently or repeatedly refuse or should fail to supply sufficient properly skilled workman or proper materials to complete the work in accordance with the conditions and specifications, then the Institution may, at its discretion, without prejudice to any other right or remedy, serve written notice upon him and his surety if any, of its intention to terminate the contract. Such notice shall contain the reasons for intentions to terminate and unless within ten calendar days after services of said notice such correction thereof made, this contract shall upon the expiration of said ten days, cease and terminate. In such cases, contractor shall not be entitled to receive any further payment until work is completed.

The Institution shall concurrently serve written notice thereof upon surety, and surety shall have the right to take over and perform the contract. If contractor, or surety, fails to satisfy the demands of the Institution, NCC may take over the work and prosecute same to completion by contract or by any other method it may deem advisable at the expense of the contractor and he or his surety shall be liable to NCC for any cost or damage occasioned by NCC.

29. ASSESSMENT OF PENALTIES:

In the event that the Contractor is not providing satisfactory service, which has to be remedied by the use of State Forces or by use of other contractor(s) the State shall assess the awarded contractor the full amount expended to correct the deficiencies.

30. CHANGE OF ADDRESS:

In the event the contractor moves or updates telephone numbers, it is the responsibility of the contractor to advise NCC of such changes in writing. The Institution shall not be held responsible for payments or purchase orders which are delayed due to additional routing caused by the lack of notification on the contractor's part. Change of address or telephone updates must be forwarded to: Norwalk Community College, 188 Richards Avenue, Norwalk, CT. 06854-1655, Attn: Accounts Payable.

II. TERM OF THE AGREEMENT

This Contract shall become effective only as of July 1, 2018 or on the date of signature by the Institution's authorized officials and, the date of approval by the Office of the Attorney General (OAG), if applicable, whichever occurs last, and shall continue in effect until June 30, 2023 unless terminated earlier in accordance with the terms of Section 7 below. This Contract may be extended for 2 additional 2 year extensions, or parts thereof by a written contract amendment signed by the parties hereto and approved by the OAG when applicable.

III. COST

1. A copy of the certified payroll or the billing period must be submitted with the invoice. Invoices shall be submitted monthly to the Institution; no additional "separate" bills.
2. Annual amount of custodial services is \$838,628 for 520 hours per week in services. A discount of .50% shall be applied to the annual amount for the two system wide contracts awarded.
3. Additional hours or work shall be billed at the hourly rates of

Heavy cleaner	\$25.00
Light cleaner	\$24.70
Janitor (day porter)	\$25.00
Window Cleaner	\$29.45

MAXIMUM AMOUNT OF CONTRACT \$ 4,600,000.00

3. **Notices:** All notices, demands or requests provided for or permitted to be given pursuant to this Contract must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

MUST BE COMPLETED

If to the Institution*:	<u>Norwalk Community College</u> <u>188 Richards Avenue</u> <u>Norwalk, Connecticut 06854</u> Attn: <u>Carrie Mcqee-Yurof 203-857-7040 cmcqee-yurof@norwalk.edu</u>
If to the Contractor*:	<u>SMG Corporate Services</u> <u>25 Corporate Drive</u> <u>Shelton, CT 06484</u> Attn: <u>Michelle Michaud, 203-954-6557 or 203-925-6120.</u> <u>mmichaud@smgcorporateservices.com</u>

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

IV. GENERAL STATE CONTRACT PROVISIONS:

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.

2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
7. **Termination.**
 - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
 - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.
 - c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
 - d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and

- except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
 - f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
 - g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
 - h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.
8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

9. **Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut, and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such

disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as it relates to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

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

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

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

11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the Notice, referenced herein as Exhibit A.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

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

15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
16. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated into and made a part of the contract as if the summary had been fully set forth in the contract.
17. **Whistleblower.** This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
18. **Disclosure of Records.** This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
19. **Audit Requirements for State Grants.** For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all

records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

20. **Audit Requirements for Federal Grants.** For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.

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

21. **Professional Standards.** In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to Institution in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of Institution, such services as Institution requests, provided in the contract.

22. **Contractor's Standards of Conduct.**

(a) In order to insure the orderly and efficient performance of duties and services at the Institution and to protect the health, safety and welfare of all members of Institution's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of Institution rules and procedures;
- vi. Unauthorized use of Institution vehicles, equipment or property;
- vii. Use of University telephones for personal business;
- viii. Removal or theft of University property;
- ix. Unauthorized duplication or possession of University keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

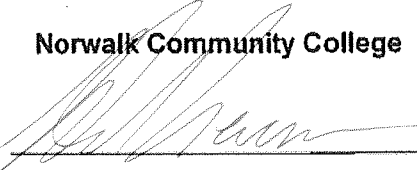
(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

V. **ACCEPTANCE OF AGREEMENT**

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

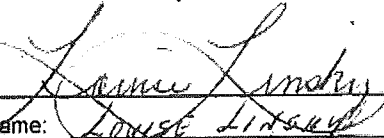
Norwalk Community College

SMG Corporate Services

By: 
Print Name: David L. Levinson, Ph.D.

Title: President

Date: 6/26/18

By: 
Print Name: LOUISE LINDSEY

Title: MEMBER

Date: 6/25/2018

By the Connecticut Attorney General

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