Agreement
Between
Western Connecticut State University
and K&P Facilities Maintenance, Inc.
for Summer Residence Hall Cleaning

This Agreement is entered into by and between Western Connecticut State University (hereinafter "University") with a principal place of business at 181 White St., Danbury, CT 06810 and K&P Facilities Maintenance, Inc., (hereinafter "Contractor") with places of business at 230 Ferry Road, Old Saybrook, CT 06475 and 46 Camelot Road, Poughkeepsie, NY 12601.

1.0 Term, Scope and Schedule of Services

1.1 The term of this Agreement shall commence on May 11, 2015 or upon the signature of the State of Connecticut's Office of the Attorney General, whichever is later, and continue through August 14, 2015.

1.2 Contractor shall provide summer cleaning services at Centennial Hall, Grasso Hall, and Pinney Hall on the University's Westside Campus. These services shall encompass cleaning 103 apartments at Centennial Hall, 69 apartments at Grasso Hall, and 92 apartments at Pinney Hall, with each apartment undergoing one (1) Initial Cleaning and one (1) Deep Cleaning and up to three (3) Regular Cleanings depending upon usage of the apartments by the University. Cleaning services required by phase and time frame per phase shall be as follows:

1.2.1 Phase 1: Initial Cleaning from May 11, 2015 through June 5, 2015. Contractor shall:

(a) Throughout apartments, remove trash from all waste receptacles, clean interior and exterior of trash receptacles, and replace liners. Remove all bagged trash to the designated trash repository area inside the building, for removal by University personnel.

(b) In bathrooms, clean and disinfect interior and exterior of toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass while not scratching surfaces. Remove graffiti as required. Wash bathroom floors. Clean and refill all toilet tissue dispensers with toilet tissue supplied by the University.

(c) In apartments with kitchens, wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances. Clean stovetop, oven and utility drawers. Remove grease and dirt from exterior surfaces and underneath stovetop exhaust hoods. Remove and clean stovetop exhaust hoods. Clean interior and exterior of the refrigerator. Clean floor and wall surfaces adjacent to the stove and refrigerator with stove and refrigerator moved to execute this cleaning.

(d) In bedrooms and common suite areas vacuum carpet and similar soft surfaces, removing debris and excess nap. Steam extract all carpeted areas removing all visible soil and stains. Vacuum seat cushions. Wash floors where carpeting is not present.

(e) Throughout apartments, clean all windows, sills and blinds.

(f) Throughout apartments, clean interior and exterior of cupboards and drawers.

(g) Throughout apartments, wipe down and clean all walls, baseboards and hard surfaces.

(h) Throughout apartments, clean transparent materials, including mirrors and glass in doors and windows.

(i) Throughout apartments, remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from surfaces. Vacuum and dust behind grilles, louvers and screens. Wash floor surfaces not otherwise finished. Clean metal doors and frames, metal work and door hardware.

(j) Throughout apartments, clean light fixtures, lamps, globes, and reflectors, with lens or covers removed to execute cleaning. Inform University personnel of burned-out bulbs, those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.

(k) Throughout apartments, inform University personnel of any items that need replacement or repair (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages).

(l) Throughout apartments, reset furniture to provided floor plans and leave apartments ready for occupancy.

1.2.2 Phase 2: Regular Cleaning from June 6, 2015 through July 31, 2015. Contractor shall:

(a) Throughout apartments, remove trash from all waste receptacles, clean interior and exterior of trash receptacles, and replace liners. Remove all bagged trash to the designated trash repository area inside the building, for removal by University personnel.

(b) In bathrooms, clean and disinfect interior and exterior of toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass while not scratching surfaces. Remove graffiti as required. Wash bathroom floors. Clean and refill all toilet tissue dispensers with toilet tissue supplied by the University.

(c) In apartments with kitchens, wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances.

(d) In bedrooms and common suite areas vacuum carpet and similar soft surfaces, removing debris and excess nap. Steam extract all carpeted areas removing all visible soil and stains. Vacuum seat cushions.

(e) Throughout apartments, sweep all solid surface floors and wet mop using a neutral cleaner. Remove spills, stains, and other foreign deposits. Clean transparent materials, including mirrors and glass in doors and windows.

(f) Throughout apartments, reset furniture to provided floor plans and leave apartments ready for occupancy.

1.2.3 Phase 3: Deep Cleaning from August 1, 2015 through August 14, 2015.

(a) Throughout apartments, remove trash from all waste receptacles, clean interior and exterior of trash receptacles, and replace liners. Remove all bagged trash to the designated

trash repository area inside the building, for removal by University personnel.

(b) In bathrooms, clean and disinfect interior and exterior of toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass while not scratching surfaces. Remove graffiti as required. Wash bathroom floors. Clean and refill all toilet tissue dispensers with toilet tissue supplied by the University. Using an approved stripper and wax, strip and wax all VCT bathrooms applying a minimum of three coats of matte finish wax. The Contractor shall use slip resistant floor wax or floor finish having a static co-efficient fraction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

(c) In apartments with kitchens, wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances. Clean stovetop, oven and utility drawers. Remove grease and dirt from exterior surfaces and underneath stovetop exhaust hoods. Remove and clean stovetop exhaust hoods and filter. Clean interior and exterior of the refrigerator. Clean floor and wall surfaces adjacent to the stove and refrigerator with stove and refrigerator moved to execute this cleaning. Clean interior and exterior of the refrigerator. Using an approved stripper and wax, strip and wax all VCT kitchens applying a minimum of three coats of gloss finish wax. The Contractor shall use slip resistant floor wax or floor finish having a static co-efficient fraction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

(d) In bedrooms and common suite areas vacuum carpet and similar soft surfaces, removing debris and excess nap. Steam extract all carpeted areas removing all visible soil and stains. Vacuum seat cushions. Wash floors where carpeting is not present. Using an approved stripper and wax, strip and wax all VCT bedrooms applying a minimum of three coats of matte finish wax.

(e) Throughout apartments, clean all windows, sills and blinds.

(f) Throughout apartments, clean interior and exterior of cupboards and drawers.

(g) Throughout apartments, wipe down and clean all walls, baseboards and hard surfaces.

(h) Throughout apartments, clean transparent materials, including mirrors and glass in doors and windows on both sides.

(i) Throughout apartments, remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from surfaces. Vacuum and dust behind grilles, louvers and screens. Wash floor surfaces not otherwise finished. Clean metal doors and frames, metal work and door hardware.

(j) Throughout apartments, clean light fixtures, lamps, globes, and reflectors, with lens or covers removed to execute cleaning. Inform University personnel of burned-out bulbs, those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.

(k) Throughout apartments, inform University personnel of any items that need replacement or repair (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages).

(l) Throughout apartments, reset furniture to provided floor plans and leave apartments ready for occupancy.

1.2.4 Note that depending on usage by the University of Centennial, Grasso, and Pinney Halls during the time frame noted herein, the University reserves the right to adjust the number of apartments to be cleaned and the phases and dates associated with this cleaning. Contractor shall be compensated only for apartments cleaned under this Agreement.

2.0 Technical Requirements and Program

2.1 The Contractor shall submit to the University's Director of Administrative Services, prior to the beginning work under this Agreement, a complete program for the proper cleaning of the residence halls not later than May 1, 2015. The Contractor shall not commence work until this schedule and cleaning program has been reviewed and approved by the University. The submitted program shall include the following:

2.1.1 A detailed description of labor and supervisory assignments per building. This shall include the total number of employees involved in each phase of the cleaning program noted in section 1.0 and the projected number of hours involved in each phase of the cleaning program.

2.1.2 A final plan for service level maintenance in the event of employee or supervisory sickness, vacation, or unpaid absence.

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

2.1.4 Materials Safety Data Sheets reflecting the cleaning chemicals and solutions Contractor shall use for this program. The Contractor shall maintain an on-site file of Material Safety Data sheets for all products used. The on-site file shall be made available by the Contractor at all times to OSHA and the University.

2.1.5 Written confirmation of employee's training and instruction in proper cleaning procedures and safe and proper use of cleaning products.

2.16 Contractor shall adhere to Executive Order No. 14, promulgated by Governor M. Jodi Rell on April 17, 2006 pertaining to the procurement and use of cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment.

3.0 Building Access, Security, and Storage of Cleaning Equipment and Supplies

3.1 In support of this cleaning program, Contractor shall be granted card access privileges and keys to access those rooms requiring cleaning. The Contractor shall be responsible for lost cards and keys along with the costs of re-keying buildings and rooms due to lost cards and keys.

3.2 The Contractor shall comply with all applicable University regulations for vehicle parking. The University shall designate parking areas Contractor can utilize while performing cleaning services at the residence halls.

3.3 The University shall provide the Contractor with room(s) for storage of Contractor's cleaning supplies and equipment. When cleaning supplies and equipment are not in use, Contractor shall store equipment and supplies in the storage room(s). Contractor shall not leave supplies and equipment outside of storage room(s) during non-working periods. Contractor's equipment and supplies must be clearly marked as being property of the Contractor.

4.0 Employee Qualifications

4.1 The Contractor shall be responsible for conducting a comprehensive background investigation of all employees assigned to the University's facilities. Contractor shall employ only those individuals of good moral character with a technical knowledge of their duties sufficient to properly carry out such duties.

4.2 Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with University personnel. The minimum language competency is essential to permit discussion of University concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency situations.

4.3 All of Contractor's employees shall be subject to the rules and regulations of the University while performing services on University property. In accordance with the University's rules and regulations, to maintain standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety, and welfare of all members of the University community, the following items are strictly prohibited:

(a) Use or possession of drugs or alcohol.
(b) Possession of firearms.
(c) Smoking in University buildings.
(d) Harassment (sexual, racial, or otherwise) or intimidation of any member of the University community.
(e) Violation of applicable traffic or public safety regulations or University rules and procedures.
(f) Unauthorized use of University vehicles, equipment, or property.
(g) Use of University telephones for personal business.
(h) Removal or theft of University property.
(i) Unauthorized duplication or possession of University keys.
(j) Transfer of parking pass or parking privileges to unauthorized personnel.

(k) Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community.
(l) Interference with the work of University employees.
(m) Loud, vulgar behavior or the use of profanity.

4.4 The University may, at its discretion, request the removal of any of Contractor's employees found to be in violation of University rules, regulations, or standards.

5.0 Contractor On-Site Supervision

5.1 Contractor's on-site supervisor shall meet with University personnel on a daily basis to review progress and receive instructions relative to the cleaning program, as needed. Contractor's on-site supervisor shall inspect rooms on a daily basis and complete a checklist and inspection report form provided by the University. This completed and signed form shall be provided to the University not later than 9:00AM on a daily basis and shall reflect all work done the previous day. Using this form, the University shall conduct inspections of rooms completed using the ratings "Acceptable", "Needs Improvement", or "Unacceptable" for evaluation purposes. For those rooms evaluated by the University as "Needs Improvement" or "Unacceptable", Contractor shall remedy any deficiencies noted within twenty four (24) hours of the evaluation. The University reserves the right to revise the checklist and make necessary changes as required to ensure the timely and adequate cleaning or each building.

6.0 Subletting, Assigning, or Subcontracting the Contract

6.1 The Agreement, or any portion thereof, or the work provided therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, partnership, corporation, or other business organization without the written consent of the University.

7.0 Interruption of Building Services

7.1 The Contractor shall give to the Agency prompt notice of any elevator breakdowns or damage to or defective condition in any part of the buildings sanitary, electrical, heating, or other similar or dissimilar systems serving, located, or passing through the premises and the damage or defective condition shall be remedied by the University with reasonable diligence. In no event shall the Contractor be relived of its contractual obligations as a

result of any disruption or interruption in the above building system nor shall the Contractor be entitled to claim any damages as a result of the University's failure to promptly eliminate said disruption or interruption of the above building systems.

7.2 The University reserves the right, without liability to the Contractor, to stop or interrupt and heating, lighting, ventilating, air conditioning, electricity, water, cleaning, or other similar or dissimilar service and to stop or interrupt the use of any building or conveyance system or facility at such times as may be necessary and for strikes, or the making or repairs, alterations, or improvements, or inability to secure a proper supply of fuel, dissimilar cause beyond the reasonable control of the University. No such stoppage or interruption shall relieve the Contractor of any of its continuing obligations under this Agreement.

8.0 Building Damage or Renovation

8.1 The Contractor shall within thirty (30) days make restitution to the University in the form of cash replacement or repairs (subject to the University's approval) in settlement of any damage to University property caused by the Contractor's employees. Failure to do so shall result in the cost of damages to be deducted from the Contractor's monthly invoice or termination of the Agreement.

8.2 Contractor may be required to delay or reschedule assigned cleaning tasks to avoid interference with construction activities. This will in no way relieve the Contractor of its ongoing cleaning obligations under the terms of this Agreement.

9.0. Standard Wage Rates

9.1 For this Agreement, Contractor shall comply with the standard wage rates as listed by the State of Connecticut's Department of Labor for the area of Danbury, Connecticut. The wage rates can be found at the Department of Labor's website http://www.ctdol.state.ct.us/wgwkstnd/prevailing-rates/service/rates-service.htm. Contractor shall submit on a bi-weekly basis certified payroll records to Mark Case, the University's Director for Administrative Services.

10.0 Pricing and Payments

10.1 The total value of this Agreement shall not exceed $206,730.00 detailed as a not to exceed value of $196,730.00 for the cleaning of the apartments per the aforementioned phases and not to exceed $10,000.00 for unforeseen

emergency work. Contractor shall perform emergency work only upon the approval and authorization of the University. Contractor shall be compensated based on completion of apartments by cleaning phase. Compensation shall be made to the Contractor net 30 days following acceptable completion of services. Exhibit A entitled "Pricing Structure" incorporates cleaning rates by apartment and an emergency hourly cleaning rate, with such rates remaining firm for the duration of the Agreement.

11.0 General Terms

11.1 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 University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the contract.

11.2. 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.

11.3. 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 University.

11.4. Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

11.5 Non-Discrimination:

Non-Discrimination: References to "Contract" shall mean this "Agreement."

(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. 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 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, 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.

11.6 Executive Orders Nos. 3, 17, 16, 7C and 14: 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 the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 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 University shall provide a copy of these orders to the Contractor.

11.7 Termination:

(a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University 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 University, 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 University 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 University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

(c) The University 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 University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all the University's records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University 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 University 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 University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University 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 University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University 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 University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University 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 University may request.

(f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University 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 University.

11.8 Indemnification:

(a) The Contractor shall indemnify, defend and hold harmless the State 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 State 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 State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.

(c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State 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 State 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 name the State as an additional insured on the policy and shall provide a copy of the policy to the University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.

(f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

11.9 Severability: If any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

11.10 Waiver: A waiver of a breach or default under this Agreement shall not be waiver of any subsequent breach or default hereunder. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

11.11 Excused Performance: No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement (other than payment obligations) to the extent that they are unable to perform directly or indirectly due to any cause or circumstance beyond the reasonable control of such party, including without limitation an act of war, war, terrorism, strike or other labor dispute, an act of God, fire, flood, storms, earthquake, or similar event ("Force Majeure"). The party affected by an event of Force Majeure shall promptly notify the other party in writing, and shall be given additional time to perform in a period equal to the delay caused directly by such event. The party so affected shall act diligently in attempting to remedy the cause by taking reasonable steps to resume performance with the least possible delay.

11.12 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.

11.13 Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the University. 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.

11.14 Campaign Contribution Restrictions For purposes of the Campaign Contribution Restrictions, a "State contract" is defined to mean:

> 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.

The form can be found on the State Elections Enforcement Commission website at http://www.ct.gov/seec/lib/seec/forms/contractor_reporting_/seec_form_11_notice_only.pdf. Note: the Form is no longer referred to as "Form 11".

> Campaign Contribution Restrictions. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.

Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

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.

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

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.

"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.

The undersigned hereby represent that they are fully authorized to execute this Agreement and bind the parties hereto:

CGS10a-151b

Western Connecticut State University

By: Sean Loughran

Title: Associate VP of Finance + Admin

Dated: 3/6/15

K&P Facilities Maintenance, Inc.

By: Luis Raul Carlos Epi 2020.

Title: Director of Operations.

Dated: 2.27.15

Approved as to Form:
Office of the Attorney General of the State of Connecticut

By:

Title: Joseph Rubin ASSOC. ATTY. GENERAL

Dated: 3/18/15

Exhibit A

Pricing Structure

Section 1: Cleaning rates by phase per apartment.

Phase 1: Initial Cleaning: Total not to exceed value of $52,800.00 (detailed as one (1) cleaning per apartment).

A. Pinney Hall:

(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen: $210.00/Apartment

(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen: $150.00/Apartment

B. Centennial Hall:

(81) Apartments with (2) bedroom suites, (1) bath, and (1) kitchen: $210.00/Apartment

(12) Apartments with (1) bedroom suite and (1) bath: $120.00/Apartment

(10) Apartments with (1) bedroom suite, (1) bath, and (1) kitchen: $150.00/Apartment

C. Grasso Hall:

(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen: $210.00/Apartment

(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen: $150.00/Apartment

Phase 2: Regular Cleaning: Total not to exceed value of $90,720.00 (detailed as up to three (3) cleanings per apartment).

A. Pinney Hall:

(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen: $120.00/Apartment

(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen: $110.00/Apartment

B. Centennial Hall:

(81) Apartments with (2) bedroom suites, (1) bath, and (1) kitchen: $115.00/Apartment

(12) Apartments with (1) bedroom suite and (1) bath: $90.00/Apartment

(10) Apartments with (1) bedroom suite, (1) bath, and (1) kitchen: $100.00/Apartment

C. Grasso Hall:

(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen: $115.00/Apartment

(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen: $110.00/Apartment

Phase 3: Deep Cleaning: Total not to exceed value of $53,210.00 (detailed as up to (1) cleaning per apartment).

A. Pinney Hall:

(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen: $210.00/Apartment

(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen: $175.00 /Apartment

B. Centennial Hall:

(81) Apartments with (2) bedroom suites, (1) bath, and (1) kitchen: $210.00/Apartment

(12) Apartments with (1) bedroom suite and (1) bath: $150.00/Apartment

(10) Apartments with (1) bedroom suite, (1) bath, and (1) kitchen: $180.00/Apartment

C. Grasso Hall:

(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen: $200.00/Apartment

(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen: $180.00/Apartment

Section 2: Hourly Emergency Rate: Total not to exceed value of $10,000.00, to be utilized only upon authorization of the University.

Rate: $25.00/hr.

K&P
FACILITIES MAINTENANCE

CERTIFICATE OF RESOLUTION

The following is a true copy of a resolution duly adopted by the Board of Directors of K&P Facilities Maintenance Inc. at a meeting of said board duly held at 230 Ferry Rd, Old Saybrook, Connecticut 06475 on February 27 2015

"WHEREAS, there has been request from Western Connecticut State University for a RESOLUTION of Board Members, authorizing Carlos A Espinoza, Director of Operations to represent K&P Facilities Maintenance Inc. and do and perform all acts and things which he deems to be necessary or appropriate to carry out the terms of the contract for Summer Residence at Centennial/ Grasso & Pinney Hall. Including, but not limited to, executing and delivering all agreements and documents contemplated by such contract.

Now, therefore be it resolved that in the opinion of this Board the above mentioned cleaning contract for Summer Residence at Centennial/ Grasso & Pinney Hall. Is certified as True and Correct.

CEO
Paola Cozar
K&P Facilities Maintenance Inc.

Secretary
Doris Obando