

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

I. DESCRIPTION OF GOODS AND SERVICES:

A. SCOPE OF SERVICES:

1. SERVICE LOCATION(S):

The State of Connecticut, Department of Developmental Services ("Client Agency"), ("Facility") located at:

- i. 195 Alvord Park Rd., Torrington, CT 06790

2. SERVICES :

Contractor shall provide the following ("Services"):

- i. snow plowing,
- ii. snow blowing,
- iii. hand shoveling, and
- iv. deicing application(s) of ice melt as follows:
 - concrete safe ice melt as solely approved by the Client Agency on all non-asphalt surfaces; and
 - sand and salt mixture as solely approved by the Client Agency for asphalt surfaces.
- i. Service(s) pertain to the entire Facility including but is not limited to the following: all parking lots, driveways, roadways, receiving dock areas, ramps, width and length of all Facility sidewalks and public sidewalks and walkways, stairways, catch basins, drains, paths to and areas surrounding equipment located on the Facility including but not limited to generators, fire hydrants, emergency exits, around flag poles, stairs, doorways, building egresses, catch basins, deck(s), mail boxes, oil tank fill locations, natural gas and electrical meters, pathways to garbage and recycle containers, around dumpster(s), and other areas specified by the Client Agency.

3. 24/7 AVAILABILITY, AUTOMATIC RESPONSE AND REPORTING:

- i. Contractor shall be available to automatically respond twenty four (24) hours per day, seven (7) days per week, without receiving a call from Client Agency, whenever a storm begins that is expected to deposit any amount of snow including a "dusting" of snow, sleet, freezing rain or other mixture of hazardous accumulation ("Event"). An Event may last more than twenty four (24) hours and require multiple return visits by the Contractor.

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- ii. Contractor shall promptly notify the Client Agency by phone that the Contractor is mobilizing and provide a time of arrival.
- iii. Unless otherwise directed in writing by the Client Agency:

Contractor shall be required to possess and use a cellular phone with camera, text messaging and email capabilities at its cost for communicating with the Client Agency before, during and after an Event. Contractor's personnel are required to provide the Client Agency with periodic updates as to site conditions, and if requested by the Client Agency, submit real time photographs of the Facility at a duration not to exceed two (2) hours during an Event or at an alternative interval as directed by the Client Agency. Photographs should be of sufficient quantity to provide a clear view of the conditions at the Facility. In the case of a day long or overnight Event, Contractor must provide the Client Agency updates at specific time(s) specified by Client Agency.
- 4. Contractor shall provide including but not limited to: all labor, materials, supervision, tools, equipment, staging, hoisting, handling, unloading, loading, transportation, certifications, safety vests for visibility, licenses, and all other necessary and incidental items and components required for the Performance of the Service(s) to the Client Agency's satisfaction.
- 5. Contractor must have equipment and staff to adequately perform the specified Services at any time. In the event of mechanical breakdown of trucks or equipment, Contractor will be expected to provide backup trucks and equipment so that Services will be satisfactorily performed as determined by the Client Agency and as requested by the Client Agency.
- 6. Per Event rates as specified on Exhibit B remain in effect regardless of how many visits the Contractor makes to the Facility during the Event.

B. GENERAL REQUIREMENTS:

- 1. Contractor shall provide sufficient qualified supervision and labor and sufficient and proper materials, supplies, and equipment to perform the Service(s). The risk of loss, and the sole responsibility, for all Facility equipment together with all contents thereof, if any, and other Contractor provided materials, supplies and equipment, is that of the Contractor and not the Client Agency. The Contractor shall remove all Contractor equipment, within ten (10) days after the termination or expiration of the Contract.
- 2. Contractor shall complete authorized Service(s) in a professional manner, using quality equipment, materials, supplies and procedures that conform to all current Federal, State and local regulations including State of Connecticut Department of Energy and Environmental Protection (DEEP) Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots. All equipment must be in good working order, lighted according to State of

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Connecticut Department of Motor Vehicles (“DMV”) requirements and properly insured.

3. Contractor shall be responsible for the cost of transporting all equipment, materials and supplies, used to execute the Service(s) required by this Contract.
4. Contractor’s Performance of Services will be monitored and audited by the Client Agency. Contractor must provide the Client Agency free and easy access to inspect and measure the manner and Performance of the Service(s) at all times and to inspect the types and quantities of equipment, materials and supplies used in the Performance of the Service(s).
5. Contractor’s employee(s) shall be fully trained and skilled in safe and proper techniques for the Performance of the Services. At the request of the Client Agency, Contractor shall provide documentation that demonstrates employee(s) have had adequate training in all necessary State, Federal and Occupational Safety and Health Administration regulations and retain during the Contract term, active State license(s) and certifications.
6. Contractor shall provide identification badges for all employees including, at a minimum, company name and employee photograph, name and signature.
7. Client Agency shall provide the Contractor with security regulations for the Facility. Contractor shall inform its employee(s) of all security regulations. Contractor shall be responsible for training its employee(s) in the security regulations of the Facility and shall be responsible for enforcing the security rules as they apply to its employees. In addition to the security regulations, the Contractor must inform its employees of the following: guns, knives or other dangerous weapons are not allowed on state property; illegal drugs or other prohibited substances are not allowed on State property; and unauthorized personnel are not allowed on State property. Contractor shall immediately report any security regulation violations to the Client Agency.
8. Contractor shall confine its operations including but not limited to the parking of vehicle(s), trailer(s) and equipment at the Facility to those areas designated by the Client Agency. Contractor shall not block or restrict, in any manner, access or egress to and from the Facility.
9. Contractor must ensure the Facility remain functional and in full and complete operation during the course of the Performance of the Service(s). Contractor’s access and egress to the Facility shall be as directed by the Client Agency. Contractor acknowledges the Facility has specific operating and logistical criteria and must be maintained in an extremely neat and organized manner. Contractor understands and agrees to maintain safe egress for the Client Agency, its visitors, employees and other subcontractors. Contractor shall refrain from any and all unnecessary interaction with the Client Agency’s employees and visitors and prevent any disruption to the Client Agency’s operations.

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10. Contractor shall furnish and maintain in first class condition all equipment, supplies and materials required to perform the Service(s). Client Agency shall inspect all equipment, supplies and materials furnished by the Contractor and any equipment, supplies and materials found unsuitable shall be promptly removed from the Facility and replaced by the Contractor at its cost with a type approved by the Client Agency.

11. Contractor shall not store any equipment, materials or supplies at the Client Agency Facility without written consent from Client Agency.

12. Emergency Contact Information Procedure:

i. Contractor Primary Contact:

Upon Contract award, Contractor shall provide the Client Agency with a twenty four (24) hour telephone number for emergency calls which shall be a direct line to the Contractor's primary contact individual who is on call and able to respond immediately to emergency situation(s). Contractor shall provide a phone response to all emergency calls within fifteen (15) minutes of the call having been placed by the Client Agency.

ii. Contractor Secondary Contact:

If the primary contact individual is not available for any reason, for example, the primary contact individual has met his/her maximum operation hours and is required to rest, Contractor shall provide a secondary twenty four (24) hour telephone number for emergency calls which shall be a direct line to a secondary contact individual who is on call and able to respond immediately to emergency situation(s), Contractor shall provide a phone response to all emergency calls within fifteen (15) minutes of the call having been placed by the Client Agency.

13. Off Contract Purchase by Client Agency:

Contractor shall be responsible for all costs incurred by the Client Agency in the event the Contractor fails to respond to an Event or inadequately performs the Services in the Client Agency's sole discretion, which results in a higher-priced service or purchase outside of this Contract by the Client Agency.

14. Vendor Performance Reporting:

In the event that the Contractor provides unsatisfactory Service(s) the Client Agency shall submit to the DAS Procurement Services a vendor Performance report.

C. PRE SEASON REQUIREMENTS:

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Unless otherwise directed by the Client Agency, pre-season requirements shall be performed no later than November 1st of each year during the Contract term.

1. Facility Inspection:

- i. Client Agency and Contractor shall conduct a pre-season Facility inspection and walkthrough at which time existing Facility property damage will be assessed and documented by both parties (photographs are the recommended form of documentation). The purpose of the pre-season site inspection is to ensure both parties are aware of existing damage so a benchmark can be established for the post-season Facility inspection.
- ii. Client Agency shall identify and inform the Contractor of areas where snow plow piles will be strategically located to avoid the relocation of snow piles and refreezing and ensure adequate drainage.
- iii. Client Agency shall work with the Contractor to develop a plan for the parking of vehicle(s) prior to and during an Event to provide the Contractor maximum Performance efficiency during an Event.

2. Facility Marking:

- i. Contractor shall mark or stake including but not limited to the following: utility meters, valves, pumps, outdoor building equipment, transformers, generators, fire hydrants, curbs, landscape islands roadways, parking lots, sidewalks, catch basins and other areas as directed by the Client Agency.
- ii. Contractor is responsible for maintaining all markers or stakes at its sole cost during the winter season.
- iii. Contractor shall remove all markers and stakes by April 30th each year.

3. Safety Data Sheets:

Contractor shall provide the Client Agency with Safety Data Sheets prior to the Performance of Service(s).

D. DAMAGE TO STATE OR PERSONAL PROPERTY AND NON-STATE PROPERTY:

1. Contractor shall be responsible for promptly repairing or replacing any damage to the State property or personal property caused by the use, misuse, or negligence of the Contractor or its employees, officers, agents or subcontractors at its cost. If the Contractor, its officers, agents, employees, or subcontractors cause any damage to any property outside of the Facility, Contractor shall reimburse the Client Agency for the costs of any repair, replacement or other work required as a result of repairing or replacing any such damage.

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2. Contractor shall be responsible for reporting, by written notice, any damage to State property or personal property or any damage to any property outside of the Facility within twenty four (24) hours of occurrence.
3. Contractor shall repair or replace all elements and articles of State property that are damaged by the Performance of Service(s) no later than May 10th each year.

E. POST SEASON REQUIREMENTS:

1. Facility Inspection:

Client Agency and Contractor shall conduct a post season Facility inspection and walkthrough no later than April 30th each year during the Contract term at which time existing property damage will be assessed and documented by both parties (photographs are the recommended form of documentation).

2. Post Season Cleanup:

Unless otherwise directed by the Client Agency, Contractor shall:

- i. Remove all debris including but not limited to the following: sand, litter, and other material that has been deposited on the State property during the Performance of Services.
- ii. Rake clean all lawn areas, shrub beds, fence lines, and planting areas and remove from the Facility all debris in a lawful manner. Re-seed any lawn areas that are bare as a result of Contractor's actions during the Performance of Services.

F. FINAL PAYMENT:

Client Agency shall retain final payment(s) until any damage to the Facility and non-State property caused by the Contractor or its employees, officers, agents or subcontractors is repaired to the Client Agency's sole satisfaction.

G. PROCEDURES:

1. During an Event:

- i. Contractor acknowledges that the Facility is a 24/7 Facility. When an Event occurs, the Contractor shall continually plow and clean "curb to curb" driveways, parking lots, roadways, receiving dock areas, and entire width and length of all entrances, exits, sidewalks including public sidewalks, stairways, and other areas specified by the Client Agency throughout the Event.

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- ii. Contractor shall return to the Facility to keep the entrances, parking lots, roadways, driveways, ramps, sidewalks including public sidewalks, and stairways and other areas specified by the Client Agency free from ice and snow as many times as necessary during an Event.
 - iii. Contractor shall continually clean and deice all Facility areas until the end of the Event and as needed after the Event in order to prevent slippery conditions and to assure maximum safety.
 - iv. Contractor shall utilize snow blowers, shovels, powered brooms, brushes, or bobcats for clearing snow from all sidewalks including public sidewalks. Using a truck mounted plow blade to clear sidewalks is unacceptable.
 - v. Contractor shall utilize an application of concrete safe ice melt to all roadways, parking lots, building entrances, stairways, ramps, receiving dock areas, walkways and other areas specified by the Client Agency after plowing and clearing is completed.
 - vi. Contractor shall plow and pile snow within designated areas as indicated by the Client Agency.
 - vii. Contractor shall perform “ice watch” duty when the possibility of ice formation exists and immediately respond in order to eliminate all hazardous conditions.
 - viii. Contractor shall be responsible to respond promptly to ensure that including but not limited to: all walkways, entrances, stairs, ramps, loading docks and sidewalks, including public sidewalks and other areas specified by the Client Agency, have been treated and are safe and passable for traffic and pedestrians.
 - ix. Contractor shall plow snow to areas that will not block or inhibit sight lines for drivers on roadways or in parking spaces.
 - x. Contractor shall comply with all municipal ordinances and/or regulations pertaining to snow removal from public property including but not limited to sidewalks and fire hydrants. Contractor shall be responsible for all fines that result in violation of such municipal ordinances or regulations or both.
 - xi. Contractor shall ensure that snow is moved to areas that will allow for proper drainage as the snow melts, so as to minimize the formation of ice on surfaces used by pedestrians or vehicles.
- 2. During an Event with freezing rain, sleet, hail, or a mixture:**
- i. If freezing rain, sleet, hail or a mixture of some or all of these conditions occurs, Contractor shall provide a continual scraping and application of

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sand and salt mixture for asphalt surfaces, and concrete safe ice melt on all non-asphalt surfaces continually during the Event. Contractor shall perform a complete cleaning and scraping down to the bare pavement surface at the end of the Event.

- ii. Contractor shall maintain all Facility areas identified in this Exhibit A continuously twenty-four (24) hours a day, seven (7) days a week, and clear all Facility areas during the overnight period. Contractor shall provide spot deicing application consistent with industry standards to all entrances, exits, driveways, roadways, ramps, parking lots, receiving docks, sidewalks including public sidewalks, and stairways for the next morning following the Event.

3. Snow Piling:

- i. Contractor shall be cognizant of the drainage pattern of Facility paved surfaces and shall not pile snow over drains.
- ii. Contractor shall avoid accumulation of snow piles over long periods of time to avoid unnecessary snow relocation onsite or offsite or both.
- iii. Contractor shall not leave any snow piles that block sight lines at stop signs, traffic signals, or exits that exceed three (3) feet high at any time.

4. Deicing:

- i. Unless otherwise directed by the Client Agency, during an Event the Contractor shall apply deicing applications as follows:
 - a. Concrete safe ice melt as approved by the Client Agency on all non-asphalt surfaces.
 - b. Sand and salt mixture as approved by the Client Agency for asphalt surfaces.
- ii. During an Event, the Contractor may need to apply multiple deicing applications.
- iii. Deicing pricing is included in per Event pricing in Exhibit B.
- iv. Contractor shall perform a complete curb to curb cleaning and scraping down to bare asphalt before a deicing application is applied. This may be necessary for a dusting.
- v. Contractor shall perform a complete width and length cleaning and scraping down to bare concrete of all Facility and public sidewalks and walkways before a concrete safe deicing application is applied. This may be necessary for a dusting.

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5. ADDITIONAL SERVICES BY CLIENT AGENCY REQUEST ONLY:

i. Snow Relocation Onsite:

- a.** Contractor shall provide the necessary tools, materials, supplies, equipment and operator(s) to relocate snow located at the Facility in a specified location onsite as designated by the Client Agency and in a lawful manner that conforms to all current Federal, State and local regulations including State of Connecticut Department of Energy and Environmental Protection (DEEP) Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots.
- b.** Contractor shall be responsible for all transportation costs.

ii. Snow Relocation and Hauling Offsite:

- a.** Contractor shall provide the necessary tools, materials, supplies, equipment and operator(s) to relocate snow located at the Facility to an offsite location in a lawful manner that conforms to all current Federal, State and local regulations including State of Connecticut Department of Energy and Environmental Protection (DEEP) Best Management Practices for Disposal of Snow Accumulations from Roadways and Parking Lots.
- b.** Contractor shall be responsible for all transportation costs.

iii. Additional Deicing Application(s):

- a.** When surfaces are slippery either due to a dusting of snow or light icing, or temperatures or both are at or below freezing, Contractor at the request of the Client Agency shall apply additional deicing applications as follows:
 - i.** Concrete safe ice melt as approved by the Client Agency on all non-asphalt surfaces.
 - ii.** Sand and salt mixture as approved by the Client Agency for asphalt surfaces.
- b.** During the existence of chronic ice, Contractor shall maintain an ice melt program for the Facility to assure maximum safety as approved by the Client Agency.
- c.** Contractor shall be responsible for all costs including tools, materials, equipment, operators, laborers and transportation.

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H. MANDATORY INVOICING REQUIREMENT:

Contractor must submit to the Client Agency, an invoice with Event accumulation data provided no later than five (5) days from the end of an Event.

I. DOCUMENTATION OF EVENT ACCUMULATION(S) FOR MANDATORY INVOICING:

1. Contractor at its own expense shall utilize a third party service such as CTWeather.com or equivalent, as approved by DAS Procurement to validate invoiced pricing.
2. DAS understands that Event accumulation totals can vary and anomalies may occur in the validation of invoiced pricing, for example; there are two (2) Facilities in the same municipality but one Facility may receive higher accumulation totals due to the topography of the location of the Facility. For these situations, it is the sole responsibility of the Contractor to provide the Client Agency with adequate documentation above and beyond the third party data to substantiate variations in accumulation totals. The Client Agency reserves the right to make the final approval of invoices.

J. DOCUMENTATION OF WORK PERFORMED:

Contractor shall adhere to Client Agency specific forms and requirements.

K. ADDITIONAL TERMS AND CONDITIONS:

1. Contract Separately/Additional Savings Opportunities:

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of DAS, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

2. Subcontractors:

DAS must approve any and all subcontractors utilized by the Contractor in writing prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any state entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor shall be responsible for all payment or fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the Contractor to DAS upon request.

Contractor must provide the majority of Services described in this Exhibit A.

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3. Security and/or Property Entrance Policies and Procedures:

Contractor shall adhere to established security or property entrance policies and procedures or both for each requesting Client Agency. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Client Agency premises for the purpose of carrying out the scope of work described in this Exhibit A.