

19PSX0030 EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

1. The Properties

Services are for the overall property management and operation of the Connecticut DOL 200 Folly Brook Blvd. Wethersfield (DOL) Property “the “Property”. The Property building consists of office space occupied by approximately 400 DOL employees. The building consists of 154,835 gross square feet. The Property includes a parking lot with an estimated 460 parking spaces. Utilities are provided by Connecticut Light and Power and Connecticut Natural Gas Company.

2. Building Management and Operational Services

The Contractor shall provide any and all building management and operational Services for the Property twenty-four (24) hours per day, seven (7) days per week three hundred sixty five (365) days per year.

- a. The Contractor shall schedule preventative maintenance, installation, repair, and the provision of necessary supplies and equipment to Perform those tasks on the Properties’ systems, components, and structures and associated landscapes. Services include but are not limited to:
 - i. HVAC Services and provision of related equipment
 - ii. Locksmith Services and provision of related equipment
 - iii. Plumbing Services and provision of related equipment
 - iv. Glass replacement Services and provision of related equipment
 - v. Electrical Services and provision of related equipment
 - vi. Masonry Services and provision of related equipment
 - vii. Carpentry Services and provision of related equipment
 - viii. Painting Services and provision of related equipment
 - ix. Energy conservation Services and provision of related equipment
 - x. Facility electrical generator Services and provision of related equipment
 - xi. Fuel tank inspection, compliance reporting and tracking
 - xii. Trash and recycling programs
 - xiii. Compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to Property environmental and health and safety matters.
- b. The Contractor shall maintain compliance with NFPA, OSHA, building codes, environmental, fire safety requirements, evaluates site(s) as required to include annual Tier II reporting and the Underground Storage Tank (UST) registrations as defined in Connecticut General Statute section 22a-602.
- c. The Contractor shall comply with the most current DOL approved operating budget provided to the Contractor
- d. Contractor shall provide procurement Services as described in Section 9 herein to include the development, solicitation and administration of contract awards for building operational and management Services for the Property. All procurements will be made in accordance with this Contract, the Connecticut General Statutes and applicable DAS regulations. The Contractor shall

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- not provide procurement services for custodial, landscaping, security guard and snow removal services.
- e. Contractor shall provide financial Services to include but not be limited to accounting Services, budget planning and administration of monthly operating reports for the Property.
 - f. Contractor shall perform building operational and management Services in response to requests made by the DOL or the occupants of the Property.
 - g. Contractor shall provide, implement, amend and maintain a complete building operations procedures manual including a Tenant Handbook for operational and tenant use (the "Manual"). The Manual must include a complete alarm response protocol for each potential alarm at the Property. The Manual must be delivered for review by the Contractor on the Effective Date and approved by the DOL within thirty (30) days of the Effective Date. The Manual will be incorporated into the Contract through a Contract supplement issued by DAS. Once approved by the DOL, any amendments to the Manual must be approved in writing by the DOL.
 - h. Contractor shall provide inventory management related to the Properties in accordance with the State Property Control Manual (as updated or amended from time to time) to include but not be limited to furniture, workstations, and equipment located at the Property. At the request of the DOL, Contractor shall provide the DOL with a copy of the latest Property inventory at the Property.
 - i. The Contractor shall respond to and assist the DOL in coordinating the response to emergencies that arise at the Properties twenty-four (24) hours per day, seven (7) days per week, and three hundred sixty five (365) days per year.
 - j.
 - k. The Contractor shall designate a safety program officer for the Property who is knowledgeable and responsible for the following to include but not be limited to coordinating fire drills, evacuation plans, a disaster response plan, an employee's safety training program, building code compliance and inspections, administration and organization of a safety committee, accident reporting and a material safety data program for chemicals used at the Property. These plans and programs must be provided to the DOL in writing for review and approval by the DOL within sixty (60) days following the Effective Date of the Contract.
 - l. The Contractor shall provide planning for and supervision of all ordinary and extraordinary repairs, decorations, alterations, capital improvements, remodeling and occupant improvements to the Property.

3. Contractor Personnel

The Contractor is responsible for the Performance of all Contractor Parties (including but not limited to subcontractors engaged to provide Services at the Property) working pursuant to this

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Contract. The Contractor shall provide the following personnel for the amount of time specified below.

- i. One (1) property manager at five (5) hours per week.
- ii. One (1) general maintenance worker required on the Property full time at forty five (45) hours per week (required on-site full-time).

4. Responsibilities of the property manager

- a. The Property manager shall be the main building management Services coordinator for the DOL.
- b. The Property manager shall supervise all on-site Contractor employees and Contractor Parties.
- c. The Property manager shall be available three hundred sixty five (365) days per year, twenty (24) hours per day, seven (7) days per week electronically i.e. cell phone, text, email and on-site as required by the DOL. Property manager shall continually provide up to date emergency contact information with the DOL.
- d. The Property manager shall prepare bid specifications, solicit and analyze bids and award contracts for Services required by the DOL for the Property.
- e. The Property manager shall be available to respond on-site to assist the DOL in coordinating the response to emergencies that arise at the Property twenty-four (24) hours per day, seven days per week, and three hundred sixty five (365) days per year.
- f. The Property manager shall meet weekly with designated DOL representative on-site.
- g. The Property manager shall coordinate administrative duties to including but not limited to financial management reporting, and budgets.
- h. The Property manager shall at all times designate and provide in his or her place an individual capable of Performing any and all aforementioned duties when the Property manager is absent or otherwise not available to Perform his/her duties. Property manager shall keep the contact information of such designee current with the DOL at all times.
- i. The Property manager shall be the main services coordinator for a facility parking database, tracking parking changes, shuttle schedules and any additional duties associated with parking policy and/or parking lots between DOL and building occupants if needed.
- j. The Property manager shall assist with building's public conference room set up and coordination.

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5. Responsibilities of the general maintenance worker(s)

The general maintenance worker(s) shall perform maintenance and repair of equipment and buildings requiring such trade work to include but not be limited to painting, carpentry, plumbing, masonry, HVAC and electrical work.

6. Management Responsibilities

- a. The Contractor shall manage, operate and maintain the Properties in an efficient and satisfactory manner acceptable to the DOL in its sole discretion.
- b. The Contractor shall act in a fiduciary capacity to the State with respect to the management of the Property and the assets located on the Property.
- c. As required and approved by DOL, the Contractor shall actively work with all third parties and the Contractor shall serve the State's best interests at all times.

7. Administration of Approved Operating Budget

- a. The Contractor shall prepare and submit to the DOL, within fifteen (15) days from the Effective Date, a proposed operating budget for the operation, management and maintenance of the Property for the remaining time period of the then current fiscal year. Subsequently, the Contractor shall annually prepare and submit to the DOL, by the date indicated by the DOL, a proposed operating budget for the fiscal year (June-1 - May 31) for the operation, and maintenance of the Property.
- b. The DOL will review the Contractor's proposed operating budget and either approve it as submitted or reject it with accompanying suggested modifications. If the DOL rejects the proposed operating budget, then the Contractor will have ten (10) days from the date that it receives the suggested modifications to provide the DOL with a second proposed operating budget, which the Contractor shall then submit to DOL for review and approval. The DOL will review the Contractor's second proposed operating budget and either approve it as submitted or reject it with accompanying suggested modifications. If after reviewing the DOL's suggested modifications to the second proposed operating budget and discussing them with the DOL, the Contractor and the DOL are unable to agree on an operating budget, then the DOL, in its sole and reasonable discretion, shall establish and approve an operating budget and the Contractor shall use that operating budget.
- c. The Contractor agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost of managing, maintaining and operating the Properties does not exceed the amount necessary to manage, maintain and operate the Properties and in any event will not exceed the DOL's approved operating budget. During the term of the Contract, the Contractor shall inform the DOL as soon as it is made aware of any potential budget increases in costs and expenses that may exceed five percent (5%). Should this occur, the Contractor shall, at the request of the DOL, meet

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with the DOL at a mutually convenient time to discuss the reasons for any such budget increase and/or provide any and all such evidence and documentation that the DOL may request in connection with such increase. The DOL may, in its sole discretion, determine whether any such increase is warranted. In the event the DOL determines that some or all of any such increase is not warranted, the DOL shall not be obligated to pay the amount of the increase it deems unwarranted.

d. The DOL is responsible for issuing electricity and natural gas utility payments directly to the utility company.

8. Monthly Reports

The Contractor shall prepare and submit to the DOL a monthly Property management report containing each of the categories listed below by the tenth (10th) day of each month. Each report must be representative of the period beginning the first (1st) day of the next preceding calendar month and ending on the last day of the same calendar month.

- a) A narrative from the Property manager describing events over the course of the reporting month.
- b) A budget variance analysis.
- c) A spreadsheet that summarizes and projects actual monthly expenses.
- d) An itemized listing of received monthly invoices.
- e) Copies of all invoices paid.
- f) Timesheets and supporting documentation that confirm Contractor's employee absences including overtime approval emails.
- g) All bid/purchasing approval documentation provided by the DOL.
- h) A tool inventory.
- i) A list of all subcontractors being utilized.
- j) A monthly spreadsheet containing all expenses listed with the corresponding CORE CT financial reporting codes
- k) An invoice to accompany the monthly report for Contractor's monthly management Services.
- l) An invoice to accompany the monthly report for Contractor's monthly employee cost.

9. Service Contracts and Competitive Purchasing Requirements

The Contractor may enter into contracts with third parties for, maintaining, repairing or servicing the Property or any of the constituent parts of the Property or for purchasing goods related to the management of the Property in accordance with the terms of the Contract. Contractor shall make all such third party contracts in accordance with the Connecticut General Statutes related to service procurement as well as applicable DAS regulations and subject to the following requirements:

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- a) Contractor shall award third party contracts on a fixed-fee basis.
- b) If a State contract administered by DAS-Procurement Division exists for a Good or Service needed by Contractor, Contractor shall procure such Good or Service pursuant to the terms of the applicable contract. If no State contract exists, Contractor shall procure Goods and Services as otherwise described in this section. Link to DAS Portal: https://biznet.ct.gov/SCP_Search/Default.aspx?Acclast=2
- c) All Contractor purchases of Goods or Services less than five thousand five hundred dollars and no/cents (\$5000.00) may be made by Contractor without competitive bidding.
- d) All purchases made by the Contractor for Goods or Services exceeding five thousand dollars and no/cents (\$5,000.00) but less than fifty thousand dollars and no/cents (\$50,000.00) must be obtained competitively by soliciting at least three (3) quotations or bids from responsible and qualified sources of supply. Contractor shall retain documentation of all quotes and or bids received.
- e) All purchases made by the Contractor for Goods or Services exceeding fifty thousand dollars and no / cents (\$50,000.00) but less than two hundred thousand dollars and no/cents (\$200,000.00) must be obtained competitively by posting a bid notice for such goods or Services on the DAS State Contracting Portal and evaluating the responses received. Contractor shall retain documentation of all bids received.
- f) Competitively bid third party contracts may only be awarded to the lowest responsible qualified, bidder.
- g) All Contractor purchases of goods or Services exceeding two hundred thousand dollars and no/cents (\$200,000.00) will be publicly solicited by DAS-Procurement Division. The DAS Procurement Division shall administer and execute a contract for such Goods or Services.
- h) For emergency repair incidents, the Contractor shall follow the procurement guidelines set out in subsections c and d above in the acquisition of necessary Goods and Services.
- i) For emergency repair incidents valued at equal to or greater than two hundred thousand dollars and no/cents (\$200,000.00) Contractor shall submit a written request to the DOL and DAS Procurement Division to waive the competitive bid process for such expenditures. The DOL shall verify the need for the requested emergency goods and Services to DAS Procurement Services. DAS Procurement Services may waive the competitive bid process in its sole discretion. Following a waiver, Contractor shall follow DAS procurement rules and regulations in the procurement of emergency Goods and Services through a non-competitive process.

10. Contractor's Non Reimbursable Costs

The following expenses or costs incurred by the Contractor in its Performance of the Contract shall be at the sole cost and expense of the Contractor and will not be reimbursable by the DOL:

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- a) Employment agency fees.
- b) Cost of gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the Contractor's personnel not identified in the Exhibit B or in the annual budgets required by this Contract.
- c) General accounting and reporting Services not related directly to the Property being managed.
- d) Cost of forms, papers, ledgers, and other supplies and equipment used in the Contractor's home office;
- e) Cost of electronic office equipment and supplies, or any pro rata charge thereof, whether located at the Properties or at the Contractor's corporate office.
- f) Cost of electronic data processing or any pro rata charge thereof, for data processing provided by computer service companies whether located at the Property or at the Contractor's corporate office.
- g) Cost attributable to losses arising from negligence or fraud on the part of the Contractor and the Contractor's third party contractor and its employees, officers and agents.
- h) Costs incurred by the Contractor for any purchases for Goods or Services exceeding two thousand five hundred dollars and no/cents (\$2,500.00), or emergency repairs in excess of ten thousand dollars and no/cents (\$10,000.00) which have not been previously approved in writing by the DOL or DAS, as required by the Contract.

11. Security Requirements

The Contractor shall train its employees in the security requirements as described by the DOL 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 and shall provide identification badges for all employees. The badges will have the Contractor's company name/logo, employee's photograph, name and signature. The badges will be worn by the employee at all times within the Property. Contractor's employees will be instructed not to lend identification badges to another person.

12. 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.

13. Subcontractors

DOL 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 DOL 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

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performance evaluation of any subcontractor shall be provided promptly by the Contractor to DOL upon request. Contractor must provide the majority of services described in the specifications.

14. Prevailing Wages

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

15. Overtime Wages

Some of the Performance may be subject to overtime wages. Accordingly, the following provisions are included in this Contract in accordance with the requirements of Connecticut General Statute (CGS) 31, Chapter 558, Section 31-76c (Length of Workweek), CGS, Section 31-76b (Regular Rate). CGS, Section 31-76e (Maximum Workweek under Contract).