

**16PSX0211 EXHIBIT A**

**DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS FOR:**

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**1. The Property**

Services are for the overall property management and operation of Connecticut's Uncas on the Thames Facility located at 401 West Thames Street, Norwich, CT; 18 Thames Street, Groton, CT; and 240 Oral School Road (Mystic Educational Center) Groton, CT (together, the "Property" or the "Properties").

**2. Building Management Services**

- a. The Contractor shall provide all building management of the Property. Building management Services consist of the installation, repair, maintenance, scheduled preventative maintenance and the provision of necessary supplies and equipment to Perform those tasks on the Properties' systems, components, and structures. 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. security guard Services
  - xi. Facility electrical generator Services and provision of related equipment
  - xii. Fuel tank inspection, compliance reporting and tracking
- b. The Contractor shall Perform building management Services, either through the use of its own staff or through third party contractors and shall comply with the most current approved operating budget provided to the Contractor from time to time during the Term of the Contract. Contractor shall provide building management for the Properties twenty-four (24) hours per day, 7 days per week 365 days per year.
- c. Contractor shall provide procurement Services as described in Section 10 herein to include the development, solicitation and administration of contract awards for building 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 will not provide procurement Services for custodial, landscaping and snow removal Services.
- d. 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.

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- e. Contractor shall Perform building management Services in response to requests made by the Client Agency or the occupants of the Property.
- f. Contractor shall provide, implement, amend and maintain a complete building operations procedures manual including a Tenant Handbook (as per DAS format) 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 Client Agency 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 Client Agency, any amendments to the Manual must be approved in writing by the Client Agency.
- g. 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 Client Agency, Contractor shall provide the Client Agency with a copy of the latest Property inventory at the Property.
- h. The Contractor shall respond to and assist the Client Agency in coordinating the response to emergencies that arise at the Properties twenty-four hours per day, seven days per week, and three hundred sixty five days per year.
- i. 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 for the Property comprised of occupants of the Property (should the Property be occupied during the Contract term), accident reporting and a material safety data program for chemicals used at the Property. These plans and programs must be provided to the Client Agency in writing for review and approval by the Client Agency within 60 days following the Effective Date of the Contract.
- j. 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**

- a. 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 property manager at 40 hours per week.
- ii. One assistant property manager at 40 hours per week
- iii. Two general maintenance worker(s) at 40 hours per week each.
- iv. One Heating, Ventilation and Air Conditioning Mechanic (HVAC) (D-2) at 40 hours per week

**4. Responsibilities of the Property manager**

- a. The Property manager shall be the main building management Services coordinator for the Client Agency.
- b. The Property manager shall supervise all on-site Contractor employees and Contractor Parties.
- c. The Property manager shall be available 365 days per year, 24 hours per day, 7 days per week electronically i.e. cell phone, Blackberry and on-site as required by the Client Agency. Property manager shall continually provide up to date emergency contact information with the Client Agency.
- d. The Property manager shall prepare bid specifications, solicit and analyze bids and award contracts for Services required by the Client Agency for the Property.
- e. The Property manager shall be available to respond on-site to assist the Client Agency in coordinating the response to emergencies that arise at the Property twenty-four hours per day, seven days per week, and three hundred sixty five days per year.
- f. The Property manager shall meet weekly with designated Client Agency representative on-site.
- g. The Property manager shall coordinate administrative duties to include financial management reporting, budgets etc.
- 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 Client Agency at all times.
- i.

**5. Responsibilities of the assistant Property manager**

The assistant Property manager shall assist the Property manager in any and all Performance of the aforementioned duties listed above.

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**6. Responsibilities of the general maintenance worker**

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.

**7. Responsibilities of the Heating, Ventilation & Air Conditioning Mechanic (HVAC) (D-2)**

The HVAC Mechanic shall Perform any and all work to include but not be limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for conveyance of heating or cooling media and associated pumping equipment and only while in the employ of a Contractor licensed for such work.

**8. Management Responsibilities**

- a. The Contractor shall manage, operate and maintain the Properties in an efficient and satisfactory manner acceptable to the Client Agency 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 Client Agency, the Contractor shall actively work with all third parties and the Contractor shall serve the State's interests at all times.

**9. Administration of Approved Operating Budget**

- a. The Contractor shall prepare and submit to the Client Agency, within 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 Client Agency, by the date indicated by the Client Agency, a proposed operating budget for the fiscal year (June-1 - May 31) for the operation, and maintenance of the Property.
- b. The Client Agency will review the Contractor's proposed operating budget and either approve it as submitted or reject it with accompanying suggested modifications. If the Client Agency rejects the proposed operating budget, then the Contractor will have 10 days from the date that it receives the suggested modifications to provide the Client Agency with a second proposed operating budget, which the Contractor shall then submit to Client Agency for review and approval. The Client Agency will review the Contractor's second proposed

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operating budget and either approve it as submitted or reject it with accompanying suggested modifications. If after reviewing the Client Agency's suggested modifications to the second proposed operating budget and discussing them with the Client Agency, the Contractor and the Client Agency are unable to agree on an operating budget, then the Client Agency, 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 Client Agency's approved operating budget. During the term of the Contract, the Contractor shall inform the Client Agency as soon as it is made aware of any potential budget increases in costs and expenses that may exceed 5%. Should this occur, the Contractor shall, at the request of the Client Agency, meet with the Client Agency 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 Client Agency may request in connection with such increase. The Client Agency may, in its sole discretion, determine whether any such increase is warranted. In the event the Client Agency determines that some or all of any such increase is not warranted, the Client Agency shall not be obligated to pay the amount of the increase it deems unwarranted.

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

**10. Monthly Reports**

The Contractor shall prepare and submit to the Client Agency a monthly a Property management report containing each of the categories listed below by the 10<sup>th</sup> day of each month. Each report must be representative of the period beginning the first 1<sup>st</sup> 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
- g) All bid/purchasing approval documentation provided by the Client Agency.
- 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.

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- l) An invoice to accompany the monthly report for Contractor's monthly employee cost.

**11. 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:

- 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.
- c) All Contractor purchases of goods or Services less than two thousand five hundred dollars and no/100 (\$2500.00) may be made by Contractor without competitive bidding.
- d) All purchases made by the Contractor for goods or Services exceeding two thousand five hundred dollars and no/100 (\$2,500.00) but less than ten thousand dollars and no/100 (\$10,000.00) must be obtained competitively by soliciting at least three (3) quotes. Contractor shall retain documentation of all quotes received.
- e) All purchases made by the Contractor for goods or Services exceeding ten thousand dollars and no/100 (\$10,000.00) but less than fifty thousand dollars and no/100 (\$50,000.00) 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 fifty thousand dollars and no/100 (\$50,000.00) 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 valued at less than ten thousand dollars and no/100 (\$10,000.00), the Contractor shall follow the procurement guidelines set out in subsections c and d above in the acquisition of necessary Goods and Services.

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- i) For emergency repair incidents valued at equal to or greater than ten thousand dollars and no/100 (\$10,000.00) Contractor shall submit a written request to the Client Agency and DAS Procurement Division to waive the competitive bid process for such expenditures. The Client Agency shall verify the need for the requested emergency goods and Services to DAS – Procurement Division and DAS – Procurement Division 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.

**12. 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 Client Agency:

- 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 employees and agents.
- h) Costs incurred by the Contractor for any purchases for Goods or Services exceeding \$2,500.00, or emergency repairs in excess of \$10,000.00 which have not been previously approved in writing by the Client Agency or DAS, as required by the Contract.

**13. Security Requirements**

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

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