

Memorandum

To: New Haven Board of Education Finance and Operations Committee

From: Michael J. Pinto, COO

Date: June 29, 2020

Re: F&O Agenda Item Request/Approval

Agreement with GoTo Commercial Cleaning Services, LLC

Executive Summary/ Statement: (Please provide 1-2 sentences describing the Service – do not leave blank): Approval requested for an Option to Renew an Agreement by and between the New Haven Board of Education and GoTo Commercial Cleaning Services, LLC 117 Kendall Street, New Haven, CT for Facilities Maintenance, Custodial Management and Energy Management and related services for the period of July 1, 2020 to June 30, 2021.

Amount of Agreement and the Daily, Hourly or per Session Cost:

The renewal is in the amount of \$1,496,481.70. This is a negotiated reduction of \$25,000.00 from the scheduled increase of \$51,451.07.

Funding Source & Account #: 2020-2021 Operating Budget, Acct. # 190-47400-56694

Key Questions: (Please have someone ready to discuss the details of each question during the Finance & Operations meeting or this proposal might not be advanced for consideration by the full Board of Education):

- Please describe how this service is strategically aligned to the District Continuous
 Improvement Plan?
 GoTo Services helps ensures that our Schools and Facilities are fully functional and
 operational to serve the students, staff and community of NHPS. They also ensure
 - operational to serve the students, staff and community of NHPS. They also ensure compliance for all applicable health, environmental, safety and building code regulations.
- 2. What specific need will this contractor address?

 The contractor manages BOE trades staff, BOE custodians, part-time Eco-Urban
 Pioneer custodians and third party maintenance contracts. The contractor ensures that
 our Schools and Facilities are fully functional and operational to serve the students,
 staff and community of NHPS. They also ensure compliance for all applicable health,
 environmental, safety and building code regulations.
- 3. How was the contractor selected? Quotes? RFP? Sealed Bid or Sole Source? <u>Please describe the selection process</u> including other sources considered and the rationale for selecting this method of selection:

 The contractor was selected by RFP in 2018. GoTo Commercial Cleaning Services,

LLC was awarded an annual contract in July 2018 with four options to renew. This is a second annual renewal. (A18-0610).

- 4. If this is a continuation service, when was the last time the alternatives were sought? This is a continuation of service, this is the second option to renew. The RFP selection process done in 2018.
- 5. What specific skill set does this contractor bring to the project? GoTo Services have a proven record of managing the BOE contractors, BOE tradesmen, part-time Eco-Urban Pioneer custodians and outside maintenance contractors while holding down costs and improving energy efficiency of school buildings.
- 6. How does this contractor fit into the project as a whole? (<u>Please attach a copy of the contractor's resume</u>): N/A
- 7. Is this a new or continuation service?

 Continuation of service; second annual renewal

If this is a continuation service has cost increased?

a) If yes, by how much?

The contract amount has increased by \$26,453.07. This is a negotiated a reduction of \$25,000.00 from the scheduled increase for this renewal option.

b) What would an alternative contractor cost?

The savings and cost avoidance on the Energy Management side help control of

The savings and cost avoidance on the Energy Management side help control of expenses while seeking additional efficiencies with systems and operations.

- c) Is this a service existing staff could provide? Why or why not? The hybrid model of management provides skilled supervisors and managers which the existing BOE staff does not have the capacity or personnel numbers to perform effectively.
- 8. Evidence of Effectiveness: How will the contractor's performance be monitored and evaluated?
 - GoTo Services is evaluated through detailed review of data systems and weekly meeting with the Chief Operating Officer. Work order systems, budgets, project plans and stewardship and life cycle programs are reviewed in order to make sure the goals are being met and that projects remain on target. Inspections of staff performance and attendance are also a consistent topic of review. Labor Management meetings with applicable Union Leadership are also an element of the review process to confirm good working relationships and communication.
- 9. If a continuation service, <u>attach a copy of the previous evaluations or archival data demonstrating effectiveness</u>. (If archival data includes lengthy reports, syllabi,

training materials, etc., please have a copy available for review) N/A

10. If the service is a professional development program, can the training be provided internally, by district staff?
N/A

a) If not, why not?

- b) How will the output of this Agreement contribute to building internal capabilities?
- 11. Why do you believe this Agreement is <u>fiscally sound</u>?

 GoTo Services is able to leverage and adjust its staffing model to respond to the needs of the District costs at a specified annual price to the district, which allows for a tailored solution to our District needs. Using a contractor to manage staff also avoids District costs for workers comp, recruiting, pension, health cost and other benefits costs.
- 12. What are the implications of not approving this Agreement?

 The work GoTo Services performs currently helps ensure that our Schools and Facilities are fully functional and operational to serve the students, staff and community of NHPS.

GoTo Services manages a wide staff of custodians, BOE Tradesman and third party maintenance contracts. Not approving this renewal could disrupt summer cleaning, disinfection and maintenance schedules for Fall 2020 reopening.

AGREEMENT BY AND BETWEEN **NEW HAVEN BOARD OF EDUCATION** AND

EXECUTED ORIGINAL GO TO COMMERCIAL CLEANING SERVICES, LLC FOR

FACILITY MAINTENANCE, CUSTODIAL MANAGEMENT AND ENERGY MANAGEMENT SERVICES

A18-0610

PART I

This Agreement, consisting of Parts I and II, Exhibits A and B, and Rider A, entered into this ///day of August, 2019 effective the 1st day of July 2019, by and between the New Haven Board of Education (hereinafter referred to as the "Board"), and Go To Commercial Cleaning Services, LLC, with offices at 117 Kendall Street, New Haven, CT 06512 (hereinafter referred to as the "Contractor").

WITNESSETH THAT:

WHEREAS, the Board had determined that it needs the services of a private company to provide facilities maintenance, custodial management and energy management for its various facilities located throughout the City of New Haven; and

WHEREAS, the Contractor submitted its qualifications and proposal (the "RFP Proposal") in response to Request for Proposal 2019-04-1211 (the "RFP"); and

WHEREAS, the Board selected the Contractor and the Contractor agreed to perform the services for the terms and conditions set forth in A18-0610 (the "Original Agreement"); and

WHEREAS, in accordance with the RFP the Board reserved the sole and exclusive right to renew the arrangements set forth herein for up to four (4) additional one-year terms; and

WHEREAS, the Board has determined its desire to exercise the first option to renew the Original Agreement for a period of one year on the terms set forth herein; and

WHEREAS, funds for this Agreement are available from account number 190-47400-56694 pursuant to Purchase Order #91320002-000 FY 2020.

NOW, THEREFORE, the Board and the Contractor hereby agree as follows:

SECTION 1: ENGAGEMENT

- 101. The Board hereby engages the Contractor and the Contractor hereby agrees to perform the services set forth herein in accordance with the terms and conditions and for the consideration set forth herein.
- 102. The person in charge of administering the services described under this Agreement on behalf of the Board shall be Dr. Carol D. Birks, Superintendent of Schools, or such other person as the Board shall designate in writing.
- 103. The person responsible for the services to be performed by the contractor shall be *Manny Gomez*, Principal Owner, or such other qualified person as is designated in writing by the Contractor and accepted by the Board.
- 104. The Contractor shall not subcontract any of the professional services to be performed by it under this Agreement, absent written approval by the Board. Furthermore, any contracts for services for the Board arranged or bid by the Contractor on behalf of the Board are subject to the Board's prior approval. The Board shall not be liable for any agreements which it has not so approved.

SECTION 2: SCOPE OF SERVICES

- 201. The Contractor shall perform the services set forth under this Agreement in a satisfactory manner, as reasonably determined by the Board. The Contractor shall make such revisions or modifications to its work, at its own cost and expense, as may be required by the Board; provided, however, the Contractor shall not be required to make revisions at its sole cost and expense where the revisions are based upon considerations outside the scope of services initially given to the Contractor.
- 202. All drawings, reports, and documents prepared by the Contractor under this Agreement shall be submitted to the Superintendent of Schools for review and approval. The Superintendent of Schools shall review and respond to materials submitted by the Contractor within thirty (30) calendar days. In the event the Superintendent of Schools disapproves of any of the submitted materials, or <u>any</u> portion thereof, or requires additional material in order to properly review the submission, the Contractor shall revise such disapproved work at its own cost and expense and submit the revised work or the additional required material for review and approval.
- 203. In performing the services required under this Agreement, the Contractor shall consult with the Superintendent of Schools and shall meet, as appropriate, with other Board employees or officials and with other persons or entities, as necessary, including representatives of collective bargaining units and other City of New Haven officials.
- 204. The services to be performed by the Contractor shall consist of facilities maintenance management, custodial grounds, vehicles and warehousing management and energy management services for the Board, all as described in the RFP and the RFP

Proposal submitted by the Contractor, incorporated herein by reference and made a part hereof, and as set forth in Exhibit A attached hereto.

205. Per "City Vehicles Policy", the Contractor consents to use City vehicles and shall follow all applicable provisions of the City Vehicles Policy for snow plowing and supervisory tasks as approved by Superintendent of Schools.

SECTION 3: INFORMATION TO BE FURNISHED TO THE CONTRACTOR

301. The Board will provide the Contractor with all documents, data, and other materials in its possession appropriate to the services to be performed hereunder, and will endeavor to secure materials or information from other sources requested by the Contractor for the purpose of carrying out services under this Agreement.

SECTION 4: TIME OF PERFORMANCE

- 401. The Contractor shall perform the services set forth in Section 2 of this Agreement at such times and in such sequence as may be directed by the Board.
- 402. This Agreement shall remain in effect until the services required hereunder are completed to the satisfaction of the Board, unless otherwise terminated by the parties hereto, but in any event shall terminate on June 30, 2020.
- 403 The Board retains the sole and exclusive option to renew this agreement for up to three additional (3) one-year terms in accordance with the pricing and other conditions set forth in Exhibit B.
- 404. Notwithstanding any other provision in this Agreement, the Board reserves the right to terminate this Agreement for any reason upon twenty-one (21) days written notice to the Contractor. The Contractor shall be paid for satisfactory services rendered up to the termination date upon submission to the Board of all written memorandums, reports or other partially complete or incomplete documents, and such other materials as will reasonably facilitate transfer to a new Contractor.

SECTION 5: COMPENSATION

- 501. The Board shall compensate the Contractor for satisfactory performance of the services required under Section 2 of this Agreement in a Maximum Amount not to exceed One Million Four Hundred Seventy Thousand Thirty Dollars and Sixty-Three Cents (\$1,470,030.63). The services will consist of the following:
 - a. Facility Maintenance Management Services Lump Sum Fee of Five Hundred Eleven Thousand Five Hundred Two Dollars and Seventy-Nine Cents (\$511,502.79).
 - Custodial/ Grounds Maintenance Management Services, including six (6)
 Full Time Employees, Lump Sum Fee of Five Hundred Fifty-Eight Thousand
 Nine Hundred Seventy Four Dollars and Thirty-One Cents (\$558,974.31).

- c. Six (6) FT Employees, Lump Sum Fee of Two Hundred Thirty Nine Thousand Six Hundred Two Dollars and Fifty Cents (\$239,602.50)
- d. Energy Management Services Lump Sum Fee of One Hundred Fifty Nine Thousand Nine Hundred Fifty-One Two Dollars and Three Cents (\$159,951.03).
- 502. Compensation provided under this Section 5 constitutes full and complete payment for all costs assumed by the Contractor in performing this Agreement including but not limited to salaries; consultant fees; costs of materials and supplies; printing and reproduction; meetings, consultations, and presentations; travel expenses; postage; telephone; clerical expenses; and all similar expenses. Further, per the terms of the RFP, any suitable office, office furnishings and secure equipment storage space at 375 Quinnipiac Avenue, New Haven, CT 06513, or such other location as the Board shall provide and as reasonably necessary to perform the Services shall be paid for by the Contractor through a pro-rated payment or other offset deducted from the compensation to the Contractor of the lease cost applicable to such space if utilized. No direct costs shall be reimbursed by the Board other than as provided in Section 501.
- 503. The Contractor shall be paid in twenty four (24) equal installments of Sixty-One Thousand Two Hundred Fifty One Dollars and Twenty-Eight Cents (\$61,251.28) on or about the fifteenth (15th) and thirtieth (30th) of each month.
- 504. No contract for employment is intended or implemented by this Agreement and no fringe benefits will be paid to the Contractor hereunder. The Contractor's relationship to the Board is that of an independent contractor.

SECTION 6: INSURANCE

- 601. Contractor shall defend, indemnify and hold harmless the Board, and its officers, agents, servants and employees, from and against any and all actions, lawsuits, claims, damages, losses, judgements, liens, costs, expenses and reasonable counsel and consultant fees sustained by any person or entity ("Claims"), to the extent such Claims are caused by the acts, errors or omissions of the Contractor, including its employees, agents or subcontractors, directly or indirectly arising out of, or in any way in connection with, the obligations of the Contractor pursuant to this Agreement.
- 602. See attached Rider A which provisions, by this reference, are part of this Agreement as if fully incorporated herein.

SECTION 7: TERMS AND CONDITIONS

701. This Agreement is subject to and incorporates the provisions attached hereto as City of New Haven Contract for Professional or Technical Services Part II, Terms and Conditions. In the event any provision of said and Exhibit or Part II conflicts with any provision of this Part I of this Agreement, Part I shall be controlling.

- 702. This Agreement, its terms and conditions and any claims arising therefrom, shall be governed by Connecticut law. The Contractor shall comply with all applicable laws, ordinances, and codes of the State of Connecticut and the City of New Haven.
- 703. The Board and the Contractor agree that they shall establish an informal dispute resolution process whereby they will meet monthly to discuss issues of mutual concern. Should issues remain unresolved after two or more such meetings, the parties may subject their disputes to mediation before a mutually agreed upon third party. Any costs associated with such mediation shall be borne by both parties equally. Should legal proceedings be undertaken by either party, they each agree that they waive a trial by jury as to any and all claims, causes of action or disputes arising out of this Agreement or services to be provided pursuant to this Agreement. Notwithstanding any such claim, dispute, or legal action, the Contractor shall continue to perform services under this Agreement in a timely manner, unless otherwise directed in writing by the Board.
- 704. The Board and the Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement.
- 705. This Agreement incorporates the RFP, the RFP Proposal, and all the understandings of the parties hereto as to the matters contained herein and supersedes any and all agreements reached by the parties prior to the execution of this Agreement, whether oral or written, as to such matters.
- 706. If any provision of this Agreement is held invalid, the balance of the provisions of this Agreement shall not be affected thereby if the balance of the provisions of this Agreement would then continue to conform to the requirements of applicable laws.
- 707. Any waiver of the terms and conditions of this Agreement by either of the parties hereto shall not be construed to be a waiver of any other term or condition of this Agreement.
- 708. The Board may, from time to time, request changes in the scope of services of the Contractor to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the Board and the Contractor, shall be incorporated in written amendments executed by both parties to this Agreement.
- 709. References herein in the masculine gender shall also be construed to apply to the feminine gender.
- 710. Except as otherwise specifically provided in this Agreement, whenever under this Agreement approvals, authorizations, determinations, satisfactions or waivers are required or permitted, such items shall be effective and valid only when given in writing signed by a duly authorized officer of the Board or the Contractor, and delivered in hand

or sent by mail, postage prepaid, to the party to whom it is directed, which until changed by written notice, are as follows:

Contractor: Mr. Manny Gomez, Principal Owner

Go To Commercial Cleaning Services, LLC

117 Kendall Street New Haven, CT 06512

Board: Dr. Carol D. Birks

Superintendent of Schools New Haven Board of Education

54 Meadow Street New Haven, CT 06519

SIGNATURE PAGE ON NEXT PAGE

IN WITNESS WHEREOF, the parties have executed two (2) counterparts of this Agreement as of the day and year first above written.

WITNESS:

Sonin Hamagen

NEW HAVEN BOARD OF EDUCATION

By:

Darnell Goldson Board President

WITNESS:

GO TO COMMERCIAL CLEANING SERVICES, LLC

BY:

Manny Somez Principal Owner

OFFICE OF THE CORPORATION COLINSEL

APPROVED AS TO FORM AND CORRECT IN



SECTION B - SCOPE OF MANAGEMENT SERVICES RESPONSE

GTS has reviewed the New Haven Board of Education's Request for Proposal and understands its intent to select a qualified firm to provide facility maintenance, energy management and custodial management services. Based on our company's review of RFP #2019-04-1211, as well as our familiarity with the scope of services the BOE is requesting, GTS submits the following detailed description of our proposed management services:

FACILITY MAINTENANCE MANAGEMENT

The GTS Facilities Management Team will work under the direction of the BOE's designated representative(s) to implement the best, most economical facilities maintenance program. GTS's goal will be to foster strong relationships with New Haven's Board of Education, administrative staff, building principals, custodial/trades union and facilities maintenance staff to maintain the proper support team for each building that satisfies the individual needs the staff and infrastructure require.

GTS's knowledge and staff experience are of a particular value to the BOE in the following areas:

a.) Maintain and Improve the current day-to-day supervision and direction to New Haven Board of Education facility maintenance employees in meeting the short and long-term needs of its customers and accomplishing stated goals and objectives.

GTS's on-site personnel will remain in-tact with more than 100 years of combined Facilities Management experience in Connecticut. We are experienced and ready to meet the current and future needs of the NHPS. As a well-established Certified Small/Minority Business Enterprise with a sound operational foundation, GTS's commitment to "Local Minority Involvement" in the supervision and management of the NHPS facilities department is unmatched. GTS will always strive to fill vacancies with local New Haven minorities and continue our commitment to training and guidance to ensure a successful relationship with any and all qualified minority candidates.

b.) Maintain and improve the current cleaning and building management services to produce clean, healthy learning environments and grounds on a daily basis, engage in deep summer cleaning, including waxing, deep cleaning and targeted floor refinishing and related cleaning of all school buildings, manage and perform snow plowing, clearing, removal and sanding services, mowing, grounds maintenance and beautification, participate in emergency planning and response as needed including staffing at the Emergency Operation Center during events and coordinating as needed with Board of Education and City staff in response to all forms of emergencies, weather related issues and unforeseen maintenance, vandalism and all other potential issues that may occur related to buildings, property and infrastructure.

GTS's personnel will continue to maintain and improve the current cleaning and building management services to produce clean, healthy learning environments and grounds on a daily basis and engage in all above listed cleaning and maintenance needs in an effort to maintain the NHBOE's valuable infrastructure. GTS's personnel has successfully implemented a Green Cleaning Program. Additionally, GTS's employees have handled any and all emergency response situations with the City Departments and has always opened clean and safe schools on-time as directed by the Superintendent. GTS will continually improve the maintenance, plowing and landscaping of all New Haven Schools. GTS will continue the existing program for plowing and landscaping, which are mostly outsourced by "zone", again giving minority business and opportunity to sub contract all or part of this work.

c.) Maintain and Improve the existing School Dude online data response system of dealing with service requests and complaints from users and tenants in an informed and timely fashion and provide web based (inspection system). Demonstrate staff capacity and familiarity with online work order and inspection systems. Currently in excess of 12,000 work orders are completed annually and regular reviews of inspections reports including photos, ratings, etc. are utilized and expected to continue.

GTS's personnel will continue to maintain and improve the existing School Dude online data response system of dealing with service requests and complaints from users and tenants in an informed and timely fashion and provide web based inspection system. GTS's employees are incredibly familiar with the online work order and inspection systems. GTS's employees have used this system to create over 81,000 work orders with a 96% completion rate. The program has proven to be a valuable source of communication between school buildings and the facilities office.

GTS will improve and coordinate preventative maintenance, school building use and energy efficiency through the School Dude work order system.

d.) Maintain and improve the current system of quality control to ensure optimal performance and quality of contracted and in-house services. Categorize service requests into identifiable priority areas in order to document and track appropriate levels of response to such categories as life/safety, emergencies, routine repairs, etc.

GTS staff will maintain and improve the quality control system along with prioritizing, documenting and responding to matters in the appropriate order of importance and promises 24/7/365 responding to all facilities issues. Our Executive Director is the first point of contact nights, weekends and holidays.

e.) Analyze service and supply contracts as well as warehousing arrangements and make recommendations for Improvement and cost savings. Compose RFP and Bid documents, Work with the City of New Haven Purchasing Department to manage On Call contracts.

GTS's staff will continue the analysis of service and supply contracts and will always strive to achieve cost savings wherever possible and appropriate. GTS will manage all RFP's and bids to ensure fairness and competitive bidding and conforms to all purchasing guidelines and mandates.

f.) Maintain and Improve the current comprehensive preventative maintenance program to ensure optimal life expectancy and operational performance of equipment. Demonstrate the ability to track and report 8 regularly on all preventive maintenance initiatives for all operational equipment and proactively engage in life-cycle and stewardship planning.

GTS's employees are very familiar with preventative maintenance programs. We believe that it is imperative to identify problems before they become costly emergencies. We believe that these actions extend the life of equipment so that it can function properly as designed. GTS believes that this should be incorporated with an energy management plan/program for optimal reduction of energy consumption/cost. Our main goal is to provide a program of stewardship to extend the "lifecycle" of all our New Haven schools. GTS's personnel have proven that a properly maintained building will extend the useful like and save millions of dollars in replacement cost.

g.) Provide appropriate training and skill development programs to employees to improve their performance, operate in a safe manner and comply with mandated training requirements. Maintain OSHA training requirements including but not limited to blood borne pathogens, slip trip and fall, harness and lift training, lock out tag out training, AHERA management through documented certified OSHA trainer.

GTS staff schedules annual training for school personnel, custodial and trades staff to meet OSHA compliance requirements. These training sessions include all of the above listed. The Contractor shall function as the GTS/NHBOE's "Emergency First Responder" for all HazCom situations and shall assist in any required Radon inspections. The Contractor will make New School [Construction] mid-construction inspections as well as final "Kick the Tires" inspections with OSHA Mandated compliance mandates. He will schedule all other mandated trainings with authorized Training Personnel. The Contractor shall produce all necessary Work Orders, info Sheets, Quotes/and Purchase Orders necessary to facilitate OSHA/Health & Safety compliance.

h.) Ensure that the New Haven Board of Education is in full compliance with all local, state and federal laws and requirements. Work with the City of New Haven Building Department to insure local codes are adhered to, including but not limited to, preparing or assisting in the preparation of compliance records for state, local and other appropriate agencies as needed.

GTS staff will continue to ensure that the NHBOE is in full compliance with all local, state and federal laws and requirements. We will work with the City of New Haven Building Department to insure local codes are adhered to, including but not limited to, preparing or assisting in the preparation of compliance records for state, local and other appropriate agencies as needed.

I.) Administer and comply with all collective bargaining agreements and personnel rules covering the facility maintenance employees and administer a comprehensive human resource program for employees in conjunction with the School's Human Resource offices and legal counsel. Actively participate in collective bargaining negotiations with the trades and custodial unions as requested to support the goals of the Division and the Board of Education.

GTS will comply with all collective bargaining agreements and are proud to work with the COO of the NHBOE. GTS will actively participate in the collective bargaining negotiations with the trades and custodial unions as requested.

Provide a real time budget and accounting systems through data reports and regular accountability systems as it pertains to the facility maintenance capital projects, energy and operations. Develop and explain annual budget requests in support of defined goals and objectives and in accordance with guidelines issued by the Chief Operating Officer and compliance with Public School legal requirements. Demonstrate experience and capability in MUNIS, EXCEL and similar data systems utilized by the Board of Education and City Finance Departments.

GTS staff is highly skilled in MUNIS, EXCEL and various other reporting software. We accept accountability for generating reports pertaining to facility maintenance, capital projects, energy and operations. We look forward to analyzing, developing and explaining annual budget requests. GTS will report weekly, or as requested by COO, to the NHBOE/COO with accurate and up-to-date budget information.

k.) Develop specifications and procure all goods and services necessary to support the facility maintenance and custodial operations in a timely fashion using the Public School's purchasing system and comply with all local ordinances and charter requirements pertaining to purchasing goods and services. All contracts with vendors for goods and services will be between the Public Schools and vendors. The Proposer will be responsible for administering all contracts for goods and services and ensuring compliance with all specifications.

GTS will develop bid specifications and RFP's to procure all goods and services necessary to support the facility maintenance and custodial operations in a timely fashion using the Public School's purchasing system and comply with all local ordinances and charter requirements pertaining to purchasing goods and services. We ensure compliance with all specifications by actually developing bids and specifications to meet the strict requirements of the City's Legal and Purchasing departments. GTS also works with Lil Snyder to assure registered minority contractors have an opportunity to respond to all bids.

I.) Review and recommend approvals of all vendor invoices for payment and prepare appropriate required paperwork to authorize payments utilizing the Public Schools accounting system. Process or assist in the process as appropriate for all invoices for payment in accordance with the Public Schools policies and procedures.

GTS will review and recommend approvals of all vendor invoices for payment and prepare appropriate required paperwork to authorize payments utilizing the Public Schools accounting system. GTS will manage and control the process as appropriate

for all invoices for payment in accordance with the Public Schools policies and procedures.

m.) Prepare and approve all payroll-processing requirements in accordance with collective bargaining agreements and payroll processing time frames. The Public Schools will maintain existing employees on its own payroll.

GTS will prepare and approve all payroll-processing requirements in accordance with collective bargaining agreements and payroll processing time frames. The Public Schools will maintain existing employees on its own payroll. GTS is responsible to assure all employees receive correct pay for their hours worked. Controlling overtime is a full time management job and GTS accepts the responsibility.

n.) Interface and coordinate with other vendors providing long term services to New Haven Board of Education; such as, food services, custodial services, performance contracts, real time energy management services, and school construction program etc.

GTS will interface and coordinate with other vendors providing long term services to New Haven Board of Education; such as, food services, custodial services, performance contracts, real time energy management services, and school construction program etc.

 o) Develop long-range facility maintenance management plans for all Public School buildings both owned and leased including space analysis and program needs; capital improvement and investment needs; and maintenance and upkeep.

GTS will develop long-range facility maintenance management plans for all Public School buildings both owned and leased including space analysis and program needs; capital improvement and investment needs; and maintenance and upkeep.

p.) Identify capital budget projects for incorporation into the School Construction Program and Capital Construction Program. Communicate capital project needs to the BOE and coordinate facility management and custodial management duties as necessary to assist in the completion and long term maintenance of all capital projects.

GTS will identify capital budget projects for incorporation into the School Construction Program and Capital Construction Program. Communicate capital project needs to the BOE and coordinate facility management and custodial management duties as necessary to assist in the completion and long term maintenance of all capital projects.

q.) Manage minor capital projects and non-School Construction Program projects such as carpet and floor covering replacement, painting, accreditation projects and minor interior modifications. This will include developing specifications and bids as needed and overseeing contractor performance and project completion. Oversee and coordinate office reallocations and moves. Perform management of Grant projects.

GTS and our personnel have a deep history of project management and construction management. Our employees will continue to manage minor capital projects and non-School Construction Program projects such as carpet and floor covering replacement, painting, accreditation projects and minor Interior modifications. This will include developing specifications and bids as needed and overseeing contractor performance and project completion. Oversee and coordinate office reallocations and moves. Perform management of Grant projects. GTS personnel assisted in the securing of the "Alliance Grant", which NHBOE has been awarded \$4.68M to help address repairs and maintenance of the NHBOE facilities.

GTS's professional experience as a well-established Certified Small/Minority Business Enterprise with a sound operational foundation in Connecticut ensures that our firm has the ability to identify, estimate, plan and manage capital building projects. GTS will work with representatives of the city's School Construction Program, the state's Bureau of School Facilities (BSF), project architects, engineers, and contractors to ensure that the BOE's goals are met and schools are built as intended. GTS will prepare and present updated reports for the BOE each month. Serving as the BOE's liaison for the capital program, GTS's proposed involvement will cover a broad spectrum of each project from inception to completion. GTS's employees have managed minor capital projects for the Sound School replacement deck, the MicroSoclety replacement roof, the ADA Code Compliance issues at Hillhouse High School, the relocation of Helene Grant School to the Boulevard, Modular classrooms installed at Orchard Street, the relocation of Riverside Academy after Hurricane Sandy, etc.

GTS's team has been instrumental in the application and awarding of over \$9,000,000 in grant money, including the two-phased security grant totaling \$3.8M and the Alliance Stewardship Grant in the amount of \$4.68M.

Our employees have previously prepared estimates for the Federal Emergency management Agency (FEMA). The estimates related to damage sustained from Hurricane Irene, Hurricane Sandy and the Blizzard Nemo. This has involved assembling cost estimates for district wide damage related to these natural events.

r.) Maintain a twenty-four hours a day, seven days a week DESIGNATED DUTY OFFICER TYPE SYSTEM and an appropriate communications system to enable constant and rapid communications to all appropriate levels of maintenance required including emergency response and coordination of required support at all times.

GTS understands and complies with the need to maintain a twenty-four hours a day, seven days a week designated duty officer type system and an appropriate communications system to enable constant and rapid communications to all appropriate levels of maintenance required including emergency response and coordination of required support at all times. GTS's Executive Director, Joe "Pepi" Barbarotta, serves as the first point of contact 24/7/365.

s.) Management of fixed asset inventory for all equipment and furniture in accordance with the Public School's system requirements and policies and procedures. Provide appropriate inventory and security controls over all inventory and warehoused equipment. Provide life cycle replacement program for custodial equipment and BOE vehicles.

GTS's team will manage fixed asset inventory for all equipment and furniture in accordance with the Public School's system requirements and policies and procedures. Provide appropriate inventory and security controls over all inventory and warehoused equipment, Provide life cycle replacement program for custodial equipment and BOE vehicles.

GTS assures all plows and grounds equipment are ready for use when needed. Outsourcing of equipment repairs has again saved the school system money and proven to be an effective program management decision.

t) Advise in the planning, contracting, construction build out, and furnishing of all leased properties.

GTS will advise in the planning, contracting, construction build out, and furnishing of all leased properties. GTS is hands-on management and prepares all properties for the New Haven school system. Our on-site staff can prepare schools and prepare plans to assist in pulling permits when required. GTS's staff has the unique skills to do any and all construction on site as needed.

 u) Training and proactive analysis of Workman's Compensation claims, as well as training, and prevention of Job related injuries that result in Workman's Compensation claims.

GTS will be responsible for training and proactive analysis of Workman's Compensation claims, as well as training, and prevention of job related injuries that result in Workman's Compensation claims.

v.) Proactive data collection and analysis of Facilities related functions so as to prepare regular timely reports and analysis of operations as requested by the Chief Operating Officer (current practice is weekly meetings for status reviews of relevant data and information to track progress to goals)

GTS staff employees will continue providing proactive data collection and analysis of Facilities related functions so as to prepare regular timely reports and analysis of operations as requested by the Chief Operating Officer (current practice is weekly meetings for status reviews of relevant data and information to track progress to goals).

w) Attend Finance and Operation meetings, Board of Education meetings and all other applicable Board, City or other Community meetings as directed by the Chief Operating Officer, Superintendent or other designee.

Appropriate GTS staff will attend Finance and Operation meetings, Board of Education meetings and all other applicable Board, City or other Community

meetings as directed by the Chief Operating Officer, Superintendent or other designee

ENERGY MANAGEMENT

 a) Continuously examine and identify opportunities for cost savings through energy conservation, work method improvements and contracting methods. Participate in Energy Star Portfolio Management Program.

GTS's Management personnel will continuously explore and vet new and energysaving technologies and management techniques. GTS staff has shown this by helping the NHBOE invest in the right technologies at the right times over the years. These projects have included a fuel cell, several cogen and solar installations, controls upgrades and many LED installations. In fact, since 2014/15, GTS's employees have managed over 40 individual LED lighting projects, which are projected to reduce the district's annual energy consumption by over 3,000,000 kWh. 30+ of these projects were funded as Capital projects, and seven (7) of these projects were UI funded on-bill financing projects. These LED projects are part of a multiple year plan developed along with COO Will Clark that looks to take advantage of all available grant and utility incentive money. In addition to saving energy, these projects also provide long-term cost avoidance through decreased material and maintenance costs. Another multi-year, on-going initiative that both reduces energy consumption and long-term maintenance costs is NHBOE's transition to newer, open source building controls. These new controls allow us to better control and schedule our buildings providing both energy savings and comfort. Additionally, using open source controls enable the NHBOE to avoid costly maintenance contracts on proprietary systems.

On the management side, there are also several initiatives. First, GTS employees will continue to track all building use permits and schedule HVAC accordingly. These management efforts have saved the district millions of dollars per year and are continually being improved and adapted to best fit the school buildings and their evolving and expanding uses. Many of the new lighting upgrades are being installed with advanced controls which allow for increased management as well. Strategies such as occupancy controls, daylight harvesting and peak trimming are currently being implemented wherever possible to maximize savings. Additionally, GTS has worked closely with whole building and circuit level energy monitoring over the years. These efforts have multiple benefits to the district. First, it allows management to identify anomalies before they become consistent problems. When dealing solely with utility bills, intermittent problems or spikes can easily go unnoticed; however, with energy monitoring and interval data we are able to look deeper into a building's operations and identify potential problems sooner. Maybe more importantly is a new effort that GTS has initiated recently with a new generation of our energy monitoring capabilities to manage the district's load profile. These efforts have two goals: to manage the peak demand of each individual building which we pay for all year long and to minimize the district's overall load during the grid's peak capacity. The potential benefit is another 10-20% savings in the electric generation rate next time NHBOE and the City go out

to bid for procurement. GTS will continue to update Energy Star Portfolio Manager and continue with the Energy Star Certification Program with our Energy Management Program. This certification program has yielded the prestigious ENERGY STAR certification of seven (9) New Haven Public Schools in 2016 and 2017 alone. There are several other schools that are either already eligible or

almost eligible for certification this coming fiscal year. GTS has managed and the data entry for all NHPS facilities in Energy Star Portfollo Manager. Our employees also conducted 8 complete portfolio audit in 2016, which allowed us to verify and update utility meter numbers and building specifics. Energy Star numbers are Important because they show how your buildings are performing compared to similar buildings in



New Haven's 2016 Energy Star Certified schools. Truman, Betsy Ross, Nathan Hale, HSC, Wexler Grant, Conte













New Haven's 2017 Energy Star Certified schools: Ross Woodward, Edgewood, Clinton Ave School













similar climates. The New Haven City and BOE were honored with a prestigious "Achievement Ceremony" due in part to the success of this program.

b) Provide regular energy reports by school/building isolating cost, demand and usage. Review monthly utility bills and consumption in order to track an identify trends and anomalies and remedy as necessary.

GTS's staff will provide regular cost and consumption energy reports for Natural Gas and Electric for all NHBOE facilities. As shown below our standard report shows monthly consumption compared to the same month the previous year, as well as the Year-To-Date performance of each building. On a district-wide level, we report regularly on the overall trends of the district's energy consumption and show that using a 5-year comparison.

Once a monthly report is generated, our engineers analyze data and identify anomalies in meters and billing. If a school's monthly electric or gas consumption falls above or below our set tolerance levels, we have a system in place to investigate what is causing the difference. School building use, energy monitoring data, recent equipment repairs and many other factors are taken into account.

c) Demonstrate staff experience and ability to work with utilities, the City Energy Committee and other available partners to strategically apply for and maximize incentives and reimbursements where appropriate.

GTS staff has a close relationship with both Natural Gas and Electric utility representatives. By intimately understanding how the utility incentives work, we are able to plan projects to maximize return of investment. Our employees have worked closely with our UI representatives to secure \$637,420+ in LED lighting incentives on behalf on the NHBOE, and are constantly adding to this number. Beyond ensuring maximum incentives are received, GTS also has staff members that formerly worked at the utility and can get to the bottom of any issues that may arise whether it be a faulty meter or an incorrect billing rate class.

We work closely with the committee annually to review the generation rates we are paying. Over the years, this team has had very impressive results. Beyond simple procurement, GTS staff has also kept the Energy Committee informed on innovative efforts to reduce consumption on the Board of Education side. Many methods could be applied to city buildings in the future for additional savings.

d) Maintain and enhance energy cost avoidance measures, life-cycle and stewardship planning on a 24/7 basis. Trouble shoot make improvements and upgrades to the BMS. Manage centralized HVAC controls and settings and local controls and online or remote controls in a cost effective and proactive manner designed to run all buildings as cost effectively and efficiently as possible while maintaining comfort for all users consistent with building design and expectations.

As noted above, GTS staff will constantly strive to provide energy cost avoidance through implementation of emerging technologies and improving management techniques. Beyond simple energy savings, GTS also encourages the NHBOE to properly maintain their investments. This approach of implementing regularly scheduled Preventative Maintenance amplifies savings by both extending equipment life, but also minimizing costly service calls when equipment unexpectedly breaks down. Through our online work order system, GTS also regularly runs reports to identify problem equipment. Once equipment is identified as a constant maintenance problem a replacement plan is put in place utilizing either Alliance Grant or capital funding.

Also touched on before are GTS's efforts to run the NHBOE's buildings as tightly as possible. This is done through the building controls. GTS has employees who focus on monitoring building equipment and maintaining proper schedules. In addition to monitoring and maintaining the existing building controls, GTS is also constantly evaluating our systems to plan for future upgrades.

e) Support and engage in retro-commissioning efforts of buildings and systems, audits of building and systems and turn-over of building and systems from construction projects and other capital projects to insure completion of projects, proper usage, maintenance and strategic upgrades and replacement of equipment in order to leverage maximum cost effectiveness and energy efficiency in school buildings and properties while also maintaining acceptable levels of comfort and usability.

GTS has qualified energy consultants, who work to evaluate existing buildings either for energy efficiency upgrades or retrocommissioning opportunities, Retrocommissioning can be thought of as a "tune-up" for your building controls. Through state and utility subsidized programs, GTS staff members have encouraged the district to take advantage of this high value program. An additional 3 schools are began this process in FY 2017/18.

Our qualified energy personnel will research and advise on the installation of high efficiency equipment, from water heaters to LEDs, GTS seeks to deliver the lowest cost system to the client. These efforts have proven successful over the years.

Finally, GTS will work closely with Gilbane and City officials to ensure the smooth transition of new school buildings into the management of the Facilities Department. By holding regular meetings to stay up to date on progress during the construction and planning process, GTS is able to get out in front of issues that might otherwise go unnoticed until after the building is turned over. New buildings come full of new technology and it takes a trained eye to make sure that these systems are installed properly and function as promised prior to a COO.

f) Explore emerging technologies, grants, projects and practices which can be utilized to expand or supplement past and current projects such as the LED replacement project, the boiler replacement project, Co-Gen, solar, fuel cell and other alternative energy or cost positive programs.

GTS will take advantage of a multitude of available funding sources. In this past year alone, the Board of Ed will have benefited from the following financial vehicles:

- On-bill financing
- up to 50% utility incentives
- ZRECs from solar systems
- LRECs from fuel cells
- 30% renewable energy tax credit (indirect)
- \$4,680,000 of Alliance Grant funding

CUSTODIAL GROUNDS, VEHICLES, WAREHOUSING MANAGEMENT SERVICES:

Provide (3) Full Time Building Manager or Lead Day Supervisor positions and (3) Full Time Assistant Building manager or lead Evening Supervisor positions at Hill Regional Career, Wilbur Cross and Hillhouse/Fieldhouse.

The maintenance at these three schools will be based on an hourly contract as follows: (6) full time employees x 40 hours per week x 52 weeks per year = 2080 hours. Additionally there are (8) paid holidays per year: Independence Day, Labor Day, Thanksgiving, Christmas, New Year's Day, MLK Day, President's Day and Memorial Day (6) Full time employees x (8) hours per day = (48) hours per holiday x (8) holidays per year = (384) Holiday Hours for Full Time Employees.

The New Haven Board of Education at its sole discretion will determine when and how the hours of the contract will be used. The Board of Education intends to utilize the work hours to cover p[permits and events which may take place on weekend nights or off hours thus providing full coverage of these buildings to need

GTS agrees to the above schedule of paid time off hours

In addition to the Facilities Maintenance services detailed above, GTS will assign staff to administer the following:

 a.) Prepare and administer the overall budget for the said service. (Currently in excess of \$26,000,000).

GTS employees have annually prepared and managed New Haven's budget and accounting systems for these services. In addition, GTS's staff will monitor the annual operating budget at the direction of the COO. GTS's staff prides themselves on their ability to "get the job done" on time and within the budget.

b.) Manage the purchases of custodial supplies and equipment.

GTS will manage the purchases for all custodial supplies and custodial equipment. GTS will administer a "bid" for supplies and has included green cleaning training to all full and part time custodians. Additionally, GTS has included training on equipment and repairs and maintenance of all the cleaning equipment.

c.) Manage the maintenance and repair of the entire BOE fleet of vehicles

GTS will make recommendations for new or replacement vehicles as part of the annual capital planning program. GTS staff will additionally monitor annual capital budget for BOE vehicles.

d.) Manage the Capital Purchases of BOE vehicles.

GTS will make recommendations for new or replacement vehicles as part of the annual capital planning program. GTS staff will continue to monitor the annual capital budget for BOE vehicles.

e.) Training of all Grounds, Custodial, Warehousing and Fleet Maintenance staff in job specific training as well as OSHA, Federal, State of CT and other regulations required for satisfactory performance of duties

GTS will provide annual training to all staff regarding OSHA, federal and State of CT regulations related to satisfactory performance of their duties.

f.) Manage all outsourced contracts as they relate to Custodial, Ground or Fleet Maintenance.

GTS will manage fleet maintenance through an outsourced contract. GTS will conduct an annual bid for these services through the city Purchasing Department.

 g.) Manage Warehouse staff including inventory control, security of assets and distribution control.

GTS will manage warehouse staff including inventory control, security of assets and distribution control. We will track equipment as it is delivered to individual schools.

h.) Manage Custodial staff of BOE employees (Custodial 102 FTE) (166 PTE) and other staff that may be included from time to time in the Custodial function.

GTS will oversee all custodial personnel, both private and BOE unionized workforce. GTS will oversee all vendors supplying part time custodial staff, eliminating the need for additional management.

 Manage and coordinate all BOE swimming pools including staffing, training, chemical purchase and use, repair of mechanical systems, etc.

GTS will provide annual training to swimming pool staff and provide the chemicals and routine maintenance for all swimming pools. GTS will monitor the co-generation units associated with the pool and schedule replacement units in the near future when necessary.

j.) Maintain the existing real time budget tracking system including all records, reports, overtime budgets etc. Constantly track actual vs. budgeted expenses Experience in MUNIS, Excel, Word and related systems is required.

GTS staff will provide weekly updates to the COO on weekly and year-to-date (YTD) overtime expenses and current year vs. prior year expenditures for overtime. In addition, the reports include budget vs. actual expenditures. Out team will also provide weekly updates on the reasons for absenteeism including bereavement, vacation, sick, worker's compensation, personal, holidays, jury duty, etc. GTS staff is very familiar with all programs and systems mentioned.

k.) Work closely with other City Departments including, but not limited to DPW, City Engineering, Department of Health, Food Service, Security, Purchasing, Human Resources, City Economic Development Administration to monitor and maintain environmental and IAQ standards at all school facilities

GTS will work closely with all City departments to monitor and maintain environmental and IAQ standards at all school facilities.

I.) Prepare specifications and analyze bilds received for all outsourced services such as grounds landscaping, snow removal with an emphasis on local MBE, WBE Small Contractor Development Program.

GTS staff will prepare all bid documents, reviews all bid results, checks all references and makes recommendations to the Board of Education for services related to grounds, snow removal, etc. GTS actively works to develop and sustain a diverse and local workforce. Six former non-minority positions are currently filled with local minority candidates, many of which have successfully grown and been promoted within our company.

m.) Manage both in house employees and outsourced contractors as it relates to grounds maintenance and snow removal and emergency response.

GTS will manage in-house and outsourced contracts for snow removal ideally awarding portions of snow removal bid to competitive and qualified local and minority contractors.

n.) Provide home office technical support to assigned personnel where appropriate

GTS will continue to provide home office technical support to assigned personnel where appropriate.

 o.) Review, improve and enhance the current Standards Operational Procedures/ User Manual.

GTS personnel produced the original User Manual for school building administrators to assist them in addressing facilities related problems. GTS will update this guide each year with the most current information available including, but not limited to contact information, mandates, protocols and best practices

p.) Establish a quality Control Process that is satisfactory to the BOE. QC reports will be issued monthly with a semi-annual and annual report as well.

GTS will continue to work with representatives of the BOE to identify activities and/or processes within the department that warrant a specific quality control program. For each program, GTS defines the responsibilities of all staff, measures the current efficiency, analyzes activities that could be performed better and implements changes as required.

q.) Training and proactive analysis of Workman's Compensation claims, as well as, training and prevention of job related injuries that result in Workman's Compensation claims.

GTS will train and analyze Workman's Compensation claims, as well as, training and prevention of job related injuries that result in Workman's Compensation claims

through regular training sessions (i.e Lift/Harness) conducted by OSHA Safety/Compliance Coordinator/Trainer.

 r.) Proactive data collection and analysis of Custodial related function so as to prepare timely analysis and reports as requested by the Chief Operating Officer.

GTS will provide analytical reports and data, including overtime, absenteelsm and more on a regular basis to Chief Operating Officer.

a.) Management and supervision of Warehouse related activities including maintenance of a materials and inventory control system, handling of receipt and disbursement of materials etc.

GTS will manage an inventory control system and tracks the receipts and disbursements of all materials including custodial equipment.

 c.) Assist in the management and oversight of the BOE building use permit system and related audio visual equipment (lights and sound) and make recommend improvements

GTS employs a Facility Usage Administrator who is solely responsible for receiving, scheduling and managing permits. This position works closely with the Energy Management Systems Coordinator to ensure that rented spaces are properly heated and cooled only when utilized. This contributes significantly to energy savings.

Each of New Haven's schools must serve as a resource for various community, school and city organizations to hold functions, meetings and other activities. GTS understands the importance of this responsibility and will perform an analysis of the BOE's current program. This will include the following:

- Definitions and Priorities: GTS will consult with the New Haven's administrative staff, as well as members of the BOE in order to create a master list of groups/organizations that could potentially use New Haven's school buildings. In addition, each group will be given a priority rating that will determine who gets first access to scheduling a facility. This process will also determine the rates that individual groups/organizations are charged.
- Creating Guidelines for Building Use: GTS will create a list of school and organizational guidelines for all parties to follow when using BOE facilities. GTS will clearly define the roles and responsibilities expected of organizations using the facilities, as well as for the school custodians assigned to work events.
- 3. Usage Fees; GTS will consult with New Haven's administrative staff, as well as members of the BOE to create a fair fee schedule that is clearly defined and understood by all parties. The fee structure will be reviewed on an annual basis and will be updated according to increases in cost-of-living standards, energy/utility costs and custodial wages. (Historically, this is the area in which school building use programs has suffered as rental rates are sometime left

unchanged for multiple years. As such, the program would be profitable in Year 1, but only breaking even two or three years forward)

- 4. Systems Management: The most important task will be for the implementation of the School Dude Building Use System that provides centralized management with the entire building use process. This is a web-based system that provides the following features:
 - Enable event requesters to check facility availability and submit usage requests. That request must then be automatically routed to the central office;
 - b. Track all facility requests and bookings by setup and breakdown time. The system must also allow for rental of single or multiple rooms at the same location for both individual or recurring events;
 - Enables event requesters to request equipment and services which will be approved and invoiced by the BOE;
 - d. Display scheduled events on an Interactive calendar;
 - e. Tracks facility usage costs with billing, payment and usage summary. The system should also support the setup of standard invoices that are automatically generated based on the fee structure;
 - f. Automatically generate invoices for events and include invoicing terms, PO number, deposit, organization, billing information and line item charges;
 - Tracks contact information for all building use requesters,
 - h. Linkage to the GTS Work Order System to track setup labor and materials,
 - I. Track actual overtime worked by school custodians.

Implementing a new, web-based system will lower operating costs and increase revenue generated by the building use program,

Program Management

The facilities department's cierical staff, supervised by GTS's *Building Use Manager*, will serve as the new point-of-contact for the permitting process. The public will have access to permits either through "walking-in" and requesting a permit from staff or through the internet. The facilities department will ensure that permits are filled out correctly, the proper terms and fees are explained and most importantly, timely invoices are created and mailed to the responsible party for payment.

This is a program which GTS has considerable experience managing with success. Our goal would be to increase the revenue generated from the building use program so that

additional money can be diverted to the facilities department's operating account to fund preventative maintenance programs not carried by the current operating budget.

ADVANCED MANAGEMENT SERVICES

in addition to the services described in the preceding pages, GTS staff also possesses specialty skills in the following areas:

Bureau of School Facilities - All school districts must possess an extensive knowledge of the state's Bureau of School Facilities (BSF) required documentation and processes to ensure that the district receives the maximum amount of reimbursement for each construction project.

GTS employees have worked for over 20 years with the BSF and has established a strong relationship built on trust that translates to well manage projects that finish on time, within budget and receive the maximum state reimbursement. We have assisted in the filling of client OSF forms for school projects and have contributed to the development of educational specifications and program planning in order to gain local approval before formal submission to the State.

Familiarity with RESC's - GTS has extensive experience working with Connecticut's Regional Educational Service Centers and understands their role in working with urban school districts like New Haven.

GTS also oversees and manages audio/visual projects completed by A/V technician.

 u) Manage unfunded State of Connecticut mandates, AED program, AHERA program, Integrated Pest Management Plan, IAQ program, Green Cleaning, Security related support via management and completion of the work orders from the Director of Security or designate

Under the COO's directives and collaborative, GTS's team has implemented many new protocols and standards to provide compliance with state mandates. We have implemented the A.E.D program that provides AED's in all of our schools, Green Cleaning program that has removed all caustic cleaners from the district, we are ahead of the curve with OSHA training and compliance with new SDS data.

v) Responsible for installation, maintenance and repair of locks and lock systems at and within all Board of Education buildings and facilities. Responsible for cutting keys and assisting in Issuance of keys. Responsible for Identifying materials needed for the operation and provides assistance during bid procedures and to outsider vendors as need be on call for all after hour repairs.

GTS employees will continue to be responsible for installation, maintenance and repair of locks and lock systems at and within all Board of Education buildings and facilities. Responsible for cutting keys and assisting in Issuance of keys. Responsible for identifying materials needed for the operation and provides assistance during bid procedures and to outsider vendors as need be on call for all after hour repairs.

EXHIBIT B

Custodialy Grounds \$ 540,071.80 \$ 558,974.31 \$ 578,538.41 \$ 598,767.26 \$ 619,744. (6) Full Time Employees \$ 231,500.00 \$ 239,602.50 \$ 247,988.59 \$ 258,688.19 \$ 285,652. Energy Management \$ 154,542.06 \$ 159,931,03 \$ 165,549.32 \$ 171,943.54 \$ 177,940. \$ 1,420,319.45 \$ 3,470,030.63 \$ 1,521,481.70 \$ 1,574,733.56 \$ 1,629,849. One million, four hundred twenty thousand, three clothers and allows.								_		_	
Facility Maintenance \$ 494,205.59 \$ 511,502.79 \$ 529,405.38 \$ 547,934.57 \$ 567,112 Custodialy Grounds \$ 540,071.80 \$ 558,974.31 \$ 578,538.41 \$ 598,787.28 \$ 619,744. (a) Full Time Employees \$ 231,500.00 \$ 239,602.50 \$ 247,988.59 \$ 298,668.19 \$ 285,651 Energy Management \$ 154,542.06 \$ 159,951.03 \$ 165,549.32 \$ 171,343.54 \$ 1,773.40. \$ 1,420,319.45 \$ 1,470,030.63 \$ 1,521,481.70 \$ 1,574,733.56 \$ 1,629,849.	List 4 individual year	rly	proposals for op	tior	ı ycars)						
Facility Meintenance 6 494,205.59 \$ 513,502.79 \$ 529,405.38 \$ 547,934.57 \$ 567,112 Custodial/ Grounds \$ 540,071.80 \$ 558,974.31 \$ 578,538.41 \$ 598,787.26 \$ 619,744 \$ 6 Fulf Time Employees \$ 231,500.00 \$ 239,602.50 \$ 247,988.50 \$ 258,668.19 \$ 285,651 \$ 154,542.06 \$ 159,951.03 \$ 165,549.32 \$ 171,943.54 \$ 177,940. \$ 1,420,319.45 \$ 1,470,030.63 \$ 1,521,481.70 \$ 1,574,733.58 \$ 1,629,849.		_	18/19		19/20	20/21		21/22		22/28	
Custodial/ Grounds \$ 540,071.80 \$ 558,974.31 \$ 578,538.41 \$ 598,787.28 \$ 619,744. (a) Full Time Employees \$ 231,500.00 \$ 239,602.50 \$ 247,988.59 \$ 258,688.19 \$ 285,651. Energy Management \$ 154,542.06 \$ 159,951.03 \$ 165,549.32 \$ 171,943.54 \$ 177,940. \$ 1,420,319.45 \$ 1,470,030.63 \$ 1,521,481.70 \$ 1,574,733.56 \$ 1,629,849. One million, four hundred twenty thousand, three			90		Recewal Option I		Renewal Option 2				newa! Option 4
6) Full Time Employees \$ 231,500.00 \$ 239,602.50 \$ 247,988.59 \$ 258,668.19 \$ 285,652 Energy Management \$ 154,542.06 \$ 159,951.03 \$ 165,549.32 \$ 171,943.54 \$ 177,940. \$ 1,420,319.45 \$ 1,470,030.63 \$ 1,521,481.70 \$ 1,574,733.56 \$ 1,629,849. One million, four hundred twenty thousand, three			494,205.59	\$	513,502.79	\$	529,405.38	\$	547,934.57	5	567,112.28
Energy Management \$ 154,542.06 \$ 159,951.03 \$ 165,549.32 \$ 171,943.54 \$ 177,940. \$ 1,420,319.45 \$ 1,470,030.63 \$ 1,521,481.70 \$ 1,574,733.56 \$ 1,629,849. One million, four hundred twenty thousand, three			540,071.80	\$	558,974.31	\$	578,538.41	5	598,787.26	5	619,744.61
\$ 1,420,319.45 \$ 1,470,030.63 \$ 1,521,481.70 \$ 1,574,733.56 \$ 1,629,849. One million, four hundred twenty thousand, three		N	231,500.00	3	239,602.50	\$	247,988.55	\$	258,668.19	\$	285,651.57
One million, four hundred twenty thousand, three	Energy Management	or market		-	159,951,03	\$	165,549.32	3	171,843.54	\$	177,340.57
atabtean dellana		\$	1,420,319,45	\$	1,470,030.63	\$	1,521,481.70	\$	1,574,733.56	\$	1,629,849.24
(Numbers)	First Year Cost	S _	\$ \$1,420,318 (Numbers)		One million, four hundred twenty thousand, three i						
(Molas)			(1 tumbors)	(Words)							

CITY OF NEW HAVEN CONTRACT FOR PROFESSIONAL OR TECHNICAL SERVICES PART II - TERMS AND CONDITIONS

- 1. <u>Personnel</u>. (a) The Contractor represents that it has, or will secure at its own expense, all personnel required in performing the services under this Agreement, Such personnel shall not be employees of or have any contractual relationship with the City.
- (b) All the services required hereunder will be performed by the Contractor or under its supervision and all personnel engaged in the work shall be fully qualified and shall be authorized or permitted under State or local law to perform such services.
- (c) No person who is serving a sentence in a penal or correctional institution shall be employed on work under this Agreement. The foregoing sentence shall not be interpreted to interfere with the Contractor's compliance with the City's Ban the Box requirements.
- 2. Anti-Kickback Rules. Salaries of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be paid unconditionally and not less often than once a month without deductions or rebate on any account except only such payroll deductions as are mandatory by law or permitted by the applicable regulations issued by the Secretary of Labor pursuant to the "Anti-Kickback Act" of June 13, 1934, as now codified in 18 U.S.C. § 874 and 40 U.S.C. § 3145. The Contractor shall comply with applicable "Anti-Kickback" regulations and shall insert appropriate provisions in all subcontracts covering work under this Agreement to ensure compliance by subcontractors with such regulations, and shall be responsible for the submission of affidavits required of subcontractors thereunder except as the Secretary of Labor may specifically provide for variations or exemptions from the requirements thereof.
- 3. Withholding of Salaries. If, in the performance of this Agreement, there is any underpayment of salaries by the Contractor or by any subcontractor thereunder, the City shall withhold from the Contractor out of payments due to him an amount sufficient to pay to employees underpaid the difference between the salaries required hereby to be paid and the salary actually paid such employees for the total number of hours worked. The amounts withheld shall be disbursed by the City for and on account of the Contractor or subcontractor to the respective employees to whom they are due.
- 4. <u>Claims and Disputes Pertaining to Salary Rates.</u> Claims and disputes pertaining to salary rates or to classifications of architects, draftsmen, technical engineers, and technicians performing work under this Agreement shall be promptly reported in writing by the Contractor to the City, and the City's decision regarding such claims and disputes shall be final. Particularly with respect to this Section and Section 5 above, the City reserves the right to inspect Contractor's records with respect to this

Agreement and specifically, without limiting the generality of the foregoing, payroll and employee records with respect to the work performed pursuant to this Agreement.

- 5. Equal Employment Opportunity.
- A. During the performance of this Agreement, the Contractor agrees as follows:
 - To comply with all provisions of Executive Order 11246 and Executive Order 11375, the Connecticut Fair Employment Practices Act under Conn. Gen. Stat. § 46a-51 et seq., the Equal Opportunities Ordinance of the City under Chapter 12 ½ et seq., the Contract Compliance Ordinance of the City under Article III of Chapter 12 ½, including all standards and regulations which are promulgated by the government authorities who established such acts and requirements, and all standards and regulations are incorporated herein by reference;
 - Not to discriminate against any employee or applicant for employment because of race, color, religion, age, sex, physical disability, national origin, or any other State or Federal protected class status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to race, color, religion, sex, age, national origin, physical handicap, or any other State or Federal protected class status. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of any or other forms of compensation, and selection for training, including apprenticeship;
 - To post, in conspicuous places available to employees and applicants for employment, notice is to be provided by the Contractor setting forth the provisions of this nondiscrimination clause;
 - To state, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age, physical disability, national origin, or any other State or Federal protected class status;
- B. And where this contract involves construction, or is a "public contract" as defined in section 12 ½ -19(o) of the City's Code of General Ordinances, then the contractor additionally agrees:
 - To send to each labor union or representative of workers with whom the Contractor has a collective bargaining agreement, or other contract or understanding, a notice advising the labor union or worker's

representative of the Contractor's commitments under the equal opportunity clause of the City, and shall post copies of the notice in conspicuous places available to employees and applicants for employment. The Contractor shall register all workers in the skilled trades, who are below the journeyman level, with the Apprentice Training Division of the Connecticut State Labor Department;

- ii) To utilize State of Connecticut Labor Department and City sponsored manpower programs as a source of recruitment and to notify the contract compliance unit and such programs of all job vacancies;
- III) To take affirmative action to negotiate with qualified minority contractors, women business enterprises and disadvantaged women business enterprises, for any work which may be proposed for subcontracting, or for any additional services, supplies, or work which may be required as a result of this Agreement;
- iv) To cooperate with City departments in implementing required Agreement obligations for increasing the utilization of minority business enterprises, women business enterprises and disadvantaged business enterprises;
- v) To furnish all information and reports required by the contract compliance director pursuant to sections 12 ½-19 through 12 ½-33 of the City's Code of General Ordinances and to permit access to the Contractor's books, records, and accounts by the contracting agency, the contract compliance officer, and the Secretary of Labor for purposes of investigations to ascertain compliance with the program;
- vi) To take such action, with respect to any subcontractor, as the City may direct as a means of enforcing the provisions of sub-paragraphs (1) through (8) herein, including penalties and sanctions for noncompliance, provided however that, in the event the Contractor becomes involved in or is threatened with litigation as a result of such direction by the City, the City will intervene in such litigation to the extent necessary to protect the interest of the City and to effectuate the City's equal employment opportunity program. In the case of contracts funded directly or indirectly, in whole or in part, under one or more federal assistance programs, the Contractor or the City may ask the United States to enter into such litigation to protect the interest of the United States;
- vii) To file, along with its subcontractors, if any, compliance reports with the City in the form and to the extent prescribed in this Agreement by the contract compliance director of the City. Compliance reports filed at such times as directed shall contain information as to the employment

- practices, policies, programs and statistics of the Contractor and its subcontractors, if any;
- viii) To include the provisions of sub-paragraphs (1) through (9) of this equal opportunity clause in every subcontract or purchase order so that said provisions will be binding upon each such subcontractor or vendor;
- That a finding, as hereinafter provided, of a refusal by the Contractor, or subcontractor, to comply with any portion of this program as herein stated and described, may subject the offending party to any or all of the following penalties:
 - (a) Withholding of all future payments under the involved public contract to the Contractor in violation, until it is determined that the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (b) Refusal of all future bids for any public contract with the City, or any of its departments or divisions, until such time as the Contractor, or subcontractor, is in compliance with the provisions of this Agreement;
 - (c) Cancellation of this Agreement;
 - (d) Recovery of specified monetary penalties:
 - (e) In case of substantial or material violation, or the threat of substantial or material violation of the compliance procedure or as may be provided for by contract, appropriate equitable or legal proceedings may be brought to enforce these provisions against contractors, subcontractors, or other organizations, individuals or groups who directly or indirectly are not in compliance with the policy as herein outlined.
- 6. <u>Discrimination Because of Certain Labor Matters Related to Construction Contracts</u>. No person employed on the work covered by this Agreement shall be discharged or in any way discriminated against because it has filed any complaint or instituted or caused to be instituted any proceeding or has testified or is about to testify in any proceeding under or related to the labor standards applicable hereunder to its employer.
- 7. <u>Assignability</u>. The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without the prior written approval of the City, <u>provided</u>, <u>however</u>, that claims for money due or to become due the Contractor from the City under this Agreement

may be assigned to a bank, trust, company, or other financial institution, or to a Trustee in Bankruptcy, without such approval. Notice of any such assignment or transfer shall be furnished promptly to the City.

- 8. <u>Interest of City Officials</u>. No member of the governing body of the City, and no other officer, employee, or agent of the City who exercises any functions or responsibilities in connection with the carrying out of the project to which this Agreement pertains, shall have any personal interest, direct or indirect, in this Agreement.
- 9. <u>Interest of Contractor</u>. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, in the above-referenced project or any parcel of land therein or any other interest which would conflict in any manner or degree with the performance of its service hereunder. The Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed.
- 10. <u>Findings Confidential</u>. All of the reports, information, data, etc., prepared or assembled by the Contractor under this Agreement are confidential and the Contractor agrees that they shall not be made available to any individual or organization without the prior written approval of the City.
- 11. Audit. The City reserves the right to audit the Contractor's books of account in relation to this Agreement any time during the period of this Agreement or at any time during the twelve-month period immediately following the closing or termination of this Agreement. In the event the City elects to make such an audit, the Contractor shall immediately make available to the City all records pertaining to this Agreement, including, but not limited to, payroll records, bank statements, and canceled checks.

RIDER A

INSURANCE

A. Contractor shall purchase from and maintain in a company or companies with an Aor greater A.M. Best & Co. rating, acceptable to City and lawfully authorized to do
business in Connecticut, such insurance, including Commercial General, Automobile,
Workers' Compensation, and such other forms of liability insurance as will protect the
City and Contractor from claims which may arise out of or result from Contractor's
operations under this Agreement and for which Contractor may be legally liable, whether
such operations be by the Contractor, a subcontractor or a sub-tier contractor or by
anyone directly or indirectly employed by any of them, or by anyone for whose acts any
of them may be liable.

- B. The following Commercial General Liability coverage is particularly required:
- (1) Commercial General Liability with a combined Bodily Injury and Property Damage Limit of not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) in the General Aggregate.
- (2) Products/Completed Operations Limit of not less than Two Million Dollars (\$2,000,000) per occurrence, with coverage maintained for two (2) years after final acceptance of the project.
- (3) Personal & Advertising Liability Limit of not less than One Million Dollars (\$1,000,000)
- (4) Fire Damage Legal Liability Limit of no less than One Hundred Thousand Dollars (\$100,000)
- (5) Medical Payments Liability Limit of not less than Ten Thousand Dollars (\$10,000)
- C. The Contractor shall carry Business Automobile Liability insurance covering the use of all owned, non-owned and/or hired vehicles with a combined Bodily Injury and Property Damage Limit not less than the following:

1. Bodily Injury

One Million Dollars (\$1,000,000) Each

Person

One Million Dollars (\$1,000,000) Each

Accident

2. Property Damage

One Million Dollars (\$1,000,000) Each

Accident

D. The Contractors must carry Workers' Compensation insurance as follows:

<u>Coverage A</u> – Statutory Benefits Liability imposed by the Workers' Compensation and/or Occupational disease statute of the State of Connecticut and

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

any other governmental authority having jurisdiction for the work performed at the project.

Coverage B – Employer's Liability – Limits of not less than One Hundred Thousand Dollars (\$100,000) per accident; One Hundred Thousand Dollars (\$100,000) bodily injury per disease/employee; Five Hundred Thousand Dollars (\$500,000) policy by disease.

Extensions of Coverage

Other States Endorsement
Voluntary Compensation (included if exposure exists)
United States Longshoreman's & Harbor Worker's Act (included if exposure exists)
Jones Act (included if exposure exists)
Amendment of the Notice of Occurrence
Thirty (30) day written notice of cancellation, non-renewal

- E. The Contractor shall carry Professional Liability or Errors & Omissions Insurance with respect to any damage caused by an error, omission or any negligent act of the Contractor with minimum coverage limits of One Million Dollars and No Cents (\$1,000,000.00) per claim for any wrongful act to cover work performed under this contract/One Million Dollars and No Cents (\$1,000,000) aggregate.
- F. The insurance required herein shall be written for not less than limits of liability specified herein or as required by law, whichever coverage is greater. Insurance coverage written on an occurrence basis shall be maintained without interruption from date of commencement of the work until date of final payment or, as required by the contract documents, termination of any coverage required to be maintained after final payment and, with respect to the Contractor's Completed Operations coverage, until the expiration of the period for correction of the work and for such other period for maintenance of Completed Operations coverage as specified in the contract documents. If liability coverage is written on a claims-made basis, "tail" or "extended reporting period" coverage will be required at the completion of the project for a duration of twenty four (24) months, or the maximum time period reasonably available in the marketplace. Contractor shall furnish certification of "tail" coverage as described or continuous "claims-made" liability coverage for twenty four (24) months following the project completion. Continuous claims-made coverage will be acceptable in lieu of "tail" coverage, provided its retroactive date is on or before the effective date of this Agreement. If continuous claims-made coverage is used, Contractor shall be required to keep the coverage in effect for the duration of not less than twenty four (24) months from the date of final completion of the project.
- G. Coverage for Contractors must include the following endorsements: 1) Blanket Contractual Liability for liability assumed under this Agreement and all other agreements relative to the project; 2) Severability of Interests; and 3)

CITY OF NEW HAVEN CONTRACT/AGREEMENT RIDER

Coverage is to be endorsed to reflect the insurance provided is to be primary for the City, and all other indemnities named in this Contract.

- H. For all policies required hereunder the Contractor, Subcontractors and Sub-tier Contractors each (i) except for professional liability and/or errors and omissions coverage, hereby waive subrogation against the City, City's Agent and any and all other indemnitees pursuant to the contract documents and (ii) shall name the City of New Haven as Certificate Holder and, except for Worker's Compensation and professional liability and/or errors and omissions policies, an Additional Insured. Further, each such policy shall provide that the insurance company will endeavor to give a minimum of thirty (30) days written notice to the City prior to any modification or cancellation (except for reason of non-payment of premium which shall be ten (10) days' notice) of any such insurance coverage and such notice shall be directed to the City of New Haven in accordance with the notice provisions of the Agreement. The Contractor shall furnish the City with the insurance policy (ies) and corresponding Certificate(s) of Insurance evidencing that it has complied with the obligations in this Rider, including, but not limited to, requirements for (1) waiver of subrogation, (2) additional insured (with the exception of Workers' Compensation coverage), (3) notice of cancellation; and, (4) Certificate Holder information. Certificates of Insurance acceptable to the City shall be filed with the City prior to commencement of the work and thereafter upon renewal or replacement of each required policy of insurance. If any of the insurance coverage required herein is to remain in force after final payment, an additional Certificate evidencing continuation of such coverage shall be submitted.
- I. Aggregate Limits: Any aggregate limits must be declared to and be approved by the City. It is agreed that the Contractor shall notify the City whenever fifty percent (50%) of the aggregate limits are eroded during the required coverage period. If the aggregate limit is eroded for the full limit, the Contractor agrees to reinstate or purchase additional limits to meet the minimum limit requirements stated herein. Any premium for such shall be paid by the Contractor.
- J. Waiver of Governmental Immunity: Unless requested otherwise by the City, the Contractor and its insurer shall waive governmental immunity as defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the City.

From: Robert Consla

To: PINTO, MICHAEL

Subject: Fw: GoTo Services 2020/21 Contract Extension

Date: Thursday, June 25, 2020 10:34:02 AM

CAUTION:

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good morning Michael - I apologize for not getting this sooner. I spoke to Pepi and didn't realize he had given you the incorrect email address. Yes, this is what we discussed and we are in agreement with the below terms for 2020-21.

Best, Robert

Robert, Pepi,

Thank you for your time this afternoon. I appreciate your time to discuss the renewal of the GoTo Services for the Fiscal 2020-21 year.

I write to confirm our understanding and agreement from our conversation.

Per our conversation GoTo Services agrees to accept a reduction of \$25,000.00 to the scheduled increase for the FY2020-21 renewal option year.

The scheduled renewal amount in the bid schedule was \$1,521,483.70, an increase of \$51,451.07 from the current year contract amount of \$1,470,030.63.

As agreed the negotiated increase is \$26,453.07 for a total contract amount for the FY 2020-21 of \$1,496,483.70.

Thank you again for your show of good faith and your commitment to the partnership with the New Haven Board of Education as we navigate these difficult public health and budgetary times.

I look forward to working with you in the coming year.

Atty. Michael J. Pinto *Chief Operating Officer*

New Haven Public Schools Gateway Center – 54 Meadow Street New Haven, CT 06519 (475) 220-1591 michael.pinto@nhboe.net Very Truly Yours,

Michael Pinto

Robert Consla



The information in this transmission is privileged and confidential and intended only for the recipient listed above. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of this message, or the taking of any action based upon it, is strictly prohibited. Thank you.

Please consider the environment before printing this email

From: Robert Consla rconsla@gtservu.com>

Sent: Thursday, June 25, 2020 9:58 AM

To: michael.pinto@new-haven.k12.ct.us <michael.pinto@new-haven.k12.ct.us> **Cc:** MGOMEZ@gtservu.com <MGOMEZ@gtservu.com>; BARBAROTTA, JOSEPH

<JOSEPH.BARBAROTTA@new-haven.k12.ct.us>
Subject: GoTo Services 2020/21 Contract Extension

Good morning Michael,

I wanted to follow up from our call, thank you again for taking the time to review your position and the latest budget issues that the Board of Education faces as we all continue to adjust to the challenges associated with the Covid-19 outbreak. As discussed, please send the contract extension letter when you have an opportunity - hopefully everything goes well in your meeting today.

I wanted to let you know that we have been working hard this Spring to bring the salary compensation of our BOE field staff up to fair market levels. This was overdue, but the investment back into our team of mostly New Haven residents is not only the right thing to do, but something we consider invaluable. These raises have ranged from 7.5-20%. This is separate from the concern with Lisa's role and compensation. We'll continue to work closely with Pepi to make sure our team is fully supported and ready to tackle any challenges that come our way this upcoming year.

I look forward to meeting you.

Best, Robert

Robert Consla



The information in this transmission is privileged and confidential and intended only for the recipient listed above. If you are not the intended recipient, please advise the sender immediately by reply e-mail and delete this message and any attachments without retaining a copy. If you are not the intended recipient, you are hereby notified that any disclosure, copying or distribution of this message, or the taking of any action based upon it, is strictly prohibited. Thank you.

Please consider the environment before printing this email