**REQUEST FOR PROPOSAL**
**DEPARTMENT OF PUBLIC WORKS**

**24/38 Wolcott Hill Road, Wethersfield, CT**
**&**
**200 Folly Brook Blvd., Wethersfield, CT**

## I. INTRODUCTION

The State of Connecticut, Department of Public Works wishes to engage the services of a property management firm to provide total 24 hour, 7 days/week, 365 days/year building operation and maintenance services at **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT.** The property at 24/38 Wolcott Hill Road consists of 2 buildings with a total of 151,000 square feet on 17 acres, housing the Department of Correction (DOC), Department of Labor (DOL) and OSHA. 200 Folly Brook Blvd. consists of 154,835 square feet of building on 11 acres housing the Department of Labor. The contract will be for a **five-year (5) period commencing on December 1, 2009.**

This request for proposal will be accepted for the overall management and operation of the properties including its physical and operational components.

The basis for awarding the contract will include but not limited to:

1. Background and experience of the firm;

2. Management fees and staffing costs;

3. Firm's commitment to the State of Connecticut's policy concerning minority/women business enterprises and plan for involvement in all contracted and supplier services and building operations staff; and

4. See Section VI. Evaluation of Proposals for more detail.

## II. GENERAL PROPOSAL REQUIREMENTS

Note: For all items in this section, refer to Exhibit A section of Exhibit 1 for requirements governing the selection and purchase of related services and required reporting.

Please explain how your firm will supply the following management services at **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT.**

### A. OVERALL MANAGEMENT SERVICES

1. Provide twenty-four (24) hours, 7 days/week, 365 days/year supervision of the properties including extraordinary and regular maintenance and repair.

**A. OVERALL MANAGEMENT SERVICES (continued)**

2. Specification development, selection, supervision and quality control reporting of all contracted services [i.e., janitorial (including day porter service), rubbish removal and recycling (in accordance with State regulations), HVAC, plumbing, on site security, parking allocation and control, electrical, snow and ice removal, landscaping, pest control, etc.]
3. Specification development, selection, supervision and quality control reporting of physical plant contractors (mechanical and structural maintenance and repairs, window replacement/cleaning, emergency needs etc.).
4. Planning and supervision of all capital and tenant improvements, including construction management.
5. Full financial services, including accounting budget planning and administration, and monthly operating reports.
6. Tenant relations, including service requests.
7. A complete building operation procedures manual, including Tenant Handbook (as per DPW format) for operational and tenant use.
8. Telecommunications management, including wiring standards.
9. Inventory management of furniture, workstations, and equipment.
10. Compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to property environmental and health and safety matters.

**B. OVERALL BUILDING OPERATION ACTIVITIES**

1 Preventative maintenance and scheduling. Include testing and task frequency schedules.
2. Emergency services (the selected firm must have staff available on a twenty-four (24) hour basis).
3. Basic/general repair and maintenance program in the following areas:
   - HVAC services/materials/supplies
   - Locksmith services
   - Plumbing services
   - Glass replacement
   - Electrical
   - General trades (masons, carpenters, painters, etc.)
4. Energy conservation/maintenance.
5. Building code, fire and public safety coordination (i.e., fire drills, evacuation plans). NOTE: Firm will be required to designate a safety program officer responsible for the above, building code compliance, and inspections, organization of a safety committee and accident reporting. Firm must maintain (1) a material safety data program for chemicals used on site, (2) an employee safety training program and (3) a disaster plan.

**C. OVERALL ACCOUNTING PROGRAM**

1. Plan for tracking and monthly reporting of expenses.

2. Plan for annual operating budget preparation.

## III. SPECIFIC PROPOSAL REQUIREMENTS

1. Identification of firm submitting the proposal (list all principals and their percentage of ownership). If a corporation, submit current corporate record, print-out from Secretary of State's Office.

2. Table of organization of the firm.

3. Project Team: Brief profile of persons responsible for the performance of the assignment (i.e., **A.** Day to day administrative, operations, tenant work, and accounting. **B**. Technical structure, mechanical, electrical, environmental, etc.) If you propose to subcontract any of the management services to another firm-provide the name of the firm and details regarding the arrangement.

4. Background and experience of the firm.

5. Cost Calculation:
   A. Specify your firm's annual management fee required for management services for the term of the contract. The management fee should include the firm's expected profit, cost of money, executive and back office support, checking account fees, on-site computer equipment and support costs, liability insurance, dispatch and work order systems, etc.

   B. Specify your firm's staffing costs for the positions indicated and defined in Exhibit 2. The hourly and annual cost calculations must include salaries, fringe benefits and, as applicable (and included in fringe benefits), uniforms and the base cost for cell phone, beepers, etc. attributable to the subject property. The cost of any paid leave time for holidays and vacation, sick or personal leave is not billable and is to be included in the fringe benefit cost. Include any projected increases in the out year cost calculations (years 2-5). As applicable, staffing costs must be in compliance with Public Act 99-142 "An Act Setting Standard Wage Rates for Certain Service Workers". NOTE: No profit and overhead mark-up to staffing costs for regularly scheduled employees is permitted.

   **COMPLETE AND RETURN THE COST CALCULATION FORM (EXHIBIT 2) WITH YOUR PROPOSAL.**

6. Modifications to the staffing requirements shall be at the State's discretion. Reduction or increases to required staffing shall be priced as per submitted rates.

7. Statement regarding firm's overall management philosophy.

8. A statement that <u>all</u> principals of the firm submitting the proposal have read the Proposal Guidelines and terms and conditions of the RFP.

9. List of references and properties managed of comparable size.

10. Evidence of insurance must be submitted with your proposal.

## IV. INSTRUCTIONS TO VENDORS

**Note: All references in this RFP to "bidder" shall be deemed to mean, for interpretative purposes, "proposer".**

1. Questions regarding the RFP must be submitted in writing or via e-mail (manuel.becerra@ct.gov) by **Monday, August 31, 2009** to Manuel Becerra, State Office Building, 165 Capitol Avenue, Room G-39, Hartford, CT 06106. All questions and responses as well as any changes, modifications, or additions to the RFP will be issued as addenda. Such addenda shall be added to the original RFP document and posted on the DPW web site: http://www.ct.gov/dpw/site/default.asp. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

2. A proposers' conference is scheduled for **Thursday, August 20, 2009 at 10:00 a.m. at 38 Wolcott Hill Road, Wethersfield at the entrance to Power Plant building.** Attendance is mandatory for all prospective proposers.

3. Proposers may be requested to meet with the screening committee to review their proposal in detail.

4. All responses to this RFP must conform to these instructions. Failure to conform may be considered appropriate cause for rejection of the response.

5. Delivery of responses – RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The name and address of the vendor must appear on the envelope.

6. Structure of Response – Vendors must structure the response as outlined in this RFP.

7. Signature and Responsible Persons – The proposal must be signed by an authorized official. The Proposal must also provide name, title, address, and telephone number for individuals with authority to negotiate and contractually bind the company, and for those who may be contacted for the purpose of clarifying the information provided.

8. Proposals must be received **by Friday, September 11, 2009 no later than 3:00 p.m.,** at the Department of Public Works, Facilities Management, Room G-4, 165 Capitol Avenue, Hartford, Connecticut.

   **NOTE: THE DEPARTMENT OF PUBLIC WORKS WILL REJECT PROPOSALS WHICH ARE SUBSTANTIALLY INCOMPLETE, AND WILL NOT ALLOW THE SUBMISSION OF ANY ADDITIONAL WRITTEN INFORMATION AFTER THE RFP DEADLINE.**

9. Please **submit six (6) copies of your proposal.**

## V. CONDITIONS

Any prospective contractors must be willing to adhere to the following conditions and must positively state them in the proposal:

1. Acceptance or Rejection by the State – The State reserves the right to accept any or all Proposals submitted for consideration.
2. Conformance with Statutes – Any contract awarded as a result of the RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. Ownership of Proposals – All Proposal in response to this RFP are to be the sole property of the State, and subject to the provisions of Section 1-19 of the Connecticut General Statutes (Re: Freedom of Information).
4. Oral Agreements – Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
5. Amending or Canceling Requests – The State reserves the right to amend or cancel this RFP prior to the due date and time, if it is in the best interests of the agency and the State.
6. Rejection for Default or Misrepresentation – The State reserves the right to reject the Proposal of any vendor which is in default of any prior contract or for misrepresentation.
7. State's Clerical Errors in Awards – The State reserves the right to correct inaccurate awards resulting from its clerical errors.
8. Rejection of Qualified Proposals – Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and/or specifications of the RFP.
9. Vendors Presentation of Supporting Evidence – A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposals.
10. Changes to Proposal – No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the proposer's expense.
11. Collusion – By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of the agency participated directly or indirectly in the vendor's proposal preparation.
12. The proposal should include a summary of the proposer's experience with Affirmative Action. This information is to include a summary of the proposer's affirmative action plan and the proposer's affirmative action policy statement.

    Part III of Title 46a of the Regulations of Connecticut State Agencies requires agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements:

    (a) the proposer's success in implementing an affirmative action plan;
    (b) the proposer's success in developing an apprenticeship program complying with Section 46a-68-1 et seq. of the Regulations of Connecticut State Agencies;
    (c) the proposer's promise to develop and implement a successful affirmative action plan;
    (d) the proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and,

(e) the proposer's promise to set aside a portion of the contract for legitimate small contractors and minority business enterprises (See Sections 46a-68j – 24 of the Regulations of Connecticut State Agencies.)

**A "NOTIFICATION OF PROPOSERS" FORM IS ATTACHED, WHICH SHOULD BE READ, SIGNED BY THE BIDDER AND RETURNED AS PART OF THE PROPOSAL.**

## NOTIFICATION TO PROPOSERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 of the Connecticut General Statutes; and, when the awarding agency is the state, Section 46a-71(d) of the Connecticut General Statutes. Contract Compliance Regulations are set forth at Section 46a-68j-2l et seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Section 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as proposers, contractors, subcontractors and suppliers of materials". "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets is owned by a person or persons: "(1) Who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as" (1) Black Americans … (2) Hispanic Americans … (3) Women … (4) Asian Pacific Americans and Pacific Islanders; (5) Persons having origins in the Iberia Peninsula; or (6) American Indians …" The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21 of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the proposer's qualifications under the contract compliance requirements:

(a) the proposer's success in implementing an affirmative action plan;
(b) the proposer's success in developing an apprenticeship program complying with Sections 46a-68-1 et seq. of the Regulations of Connecticut State Agencies;
(c) the proposer's promise to develop and implement a successful affirmative action plan;
(d) the proposer's submission of EEO-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area; and
(e) the proposer's promise to set aside a portion of the contract for legitimate minority business enterprises. See sections 46a-68j-23 and 46a-68j-24 of the Contract Compliance Regulations.

***INSTRUCTION: Bidder must sign acknowledgment below and return acknowledgment to Awarding Agency along with bid proposal.**

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The undersigned acknowledges receiving and reading a copy of the "Notification to Proposers" form.

**Signature: _____ Date: _____**

**Organization Name: _____**

PERSONAL SERVICE AGREEMENT
CO-802A REV. 2/2000 (Electronic Version)

STATE OF CONNECTICUT
OFFICE OF THE STATE COMPTROLLER
ACCOUNTS PAYABLE DIVISION

1. PREPARE 5 COPIES.
2. THE STATE AGENCY AND THE CONTRACTOR AS LISTED BELOW HEREBY ENTER INTO AN AGREEMENT SUBJECT TO THE TERMS AND CONDITIONS STATED HEREIN AND/OR ATTACHED HERETO AND SUBJECT TO THE PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE.
3. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS S FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

(1) ☐ ORIGINAL ☐ AMENDMENT | (2) IDENTIFICATION NO.

| | | |
|---|---|---|
| CONTRACTOR | (3) CONTRACTOR NAME | (4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☐ |
| | CONTRACTOR ADDRESS | CONTRACTOR FEIN / SSN - SUFFIX |
| STATE AGENCY | (5) AGENCY NAME AND ADDRESS | (6) AGENCY NO. |
| CONTRACT PERIOD | (7) DATE (*FROM*) THROUGH (*TO*) | (8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. _____ ☐ NE |
| CANCELLATION CLAUSE | THIS AGREEMENT SHALL REMAIN IN FULL FORCE AND EFFECT FOR THE ENTIRE TERM OF THE CONTRACT PERIOD STATED ABOVE UNLESS CANCELLED BY THE STATE AGENCY, BY GIVING THE CONTRACTOR WRITTEN NOTICE OF SUCH INTENTION (REQUIRED DAYS NOTICE SPECIFIED AT RIGHT). | (9)REQUIRED NO. OF DAYS WRITTEN NOTIC _____ |
| COMPLETE DESCRIPTION OF SERVICE | (10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.) | |

The two page provisions attached hereto are made a part hereof. This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy ("Polic and, as such, the contract may be canceled, terminated, or suspended by the

Exhibit 1

This contract is subject to Section 6 of Executive Order No. 7C of Governor M. Jodi Rell, promulgated November 16, 2005, concerning contracting reforms; the provisions of Executive Order No. Three of Governor Thomas J Meskill, promulgated June 16, 1971, c

COST AND SCHEDULE OF PAYMENTS

(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.

| (12) ACT. CD. | (13) D | (14) COMM | (15) LSE. T | (16) ORIG. | (17) DOCUMENT NO. | (18) COMM. AGCY. | (19) COMM. NO. | (20) VENDOR FEIN / SSN - SUFFIX |
|---|---|---|---|---|---|---|---|---|
| A | PS | | -- | | | | | |

| (21) COMMITTED AMOUNT | (22) OBLIGATED AMOUNT | (23) CONTRACT PERIOD (FROM/TO) |
|---|---|---|
| | | |

| (24) ACT. CD. | (25) C LINE NO | (26) COMMITTED AM | (27) AGENCY | (28) COST CENTER FUND | SID | (29) OBJECT | AGENCY TAIL (30) FUNCTION | (31) ACTIVITY | (32)EXTENSION | (33) F.Y |
|---|---|---|---|---|---|---|---|---|---|---|
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An individual entering into a Personal Service Agreement with the State of Connecticut is contracting under a "work-for-hire" arrangement. As such, the individual is an independent contractor, and does not satisfy the characteristics of an employee under the common law rules for determining the employer/employee relationship of Internal Revenue Code Section 3121 (d) (2). Individuals performing services as independent contractors are not employees of the State of Connecticut and are responsible themselves for payment of all State and local income taxes, federal income taxes and Federal Insurance Contribution Act (FICA) taxes.

| ACCEPTANCES AND APPROVALS | (34) STATUTORY AUTHORITY | C.G.S. Sections 4-8 & 4b-1(a ) |
|---|---|---|
| (35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) | TITLE | DATE |
| (36) AGENCY (AUTHORIZED OFFICIAL) James T. Fleming | TITLE Commissioner | DATE |
| (37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. | TITLE | DATE |
| (38) ATTORNEY GENERAL (APPROVED AS TO FORM) | | DATE |

DISTRIBUTION: ORIGINAL-CONTRACTOR PHOTOCOPY-COMPTROLLER PHOTOCOPY-OPM/DAS PHOTOCOPY-ATTORNEY GENERAL PHOTOCOPY-AG

**SAMPLE CONTRACT FOR INFORMATIONAL PURPOSES ONLY**

**EXHIBIT A**

**Property Known As**
**24/38 Wolcott Hill Road, Wethersfield, CT**
**&**
**200 Folly Brook Blvd., Wethersfield, CT**
**("Property Location")**

## ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES

1.1 **Contractor -** The contractor shall manage, operate and maintain the property in an efficient and satisfactory manner in accordance with relevant State of Connecticut (State) standards promulgated by DPW including but not limited to Purchasing Guidelines for Property Managers dated December 21, 2006, and as may be amended, the provisions of this agreement and all applicable laws, rules and regulations. The contractor shall act in a fiduciary capacity with respect to the proper protection of, and account for, the State's assets. In this capacity, the contractor shall deal at arms length with all third parties and the contractor shall serve the State's interests at all times. The contractor shall not do business with any affiliate of the contractor without the prior written consent of the DPW.

1.2 **Employees -** The contractor shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate and maintain the property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the contractor, which is in all respects the employer of such employees. The contractor may negotiate with any union lawfully entitled to represent such employees and may execute in its own name and not as agent for the State, collective bargaining agreements or labor contracts resulting there from. The contractor shall fully comply with all applicable laws, rules and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. The contractor represents that it is and will continue to be an equal opportunity employer. All employment arrangements are therefore solely its concern and the State shall have no liability with respect thereto.

1.3 **Schedule of Employees -** The contractor shall provide a schedule of employees to be employed wholly or in part in the direct management of the property. This schedule shall include the number of employees and their titles and salary ranges. On the employee schedule, the contractor shall identify those employees whose salaries may from time to time be charged to the property for direct services rendered to the property. Employees whose salaries are eligible to be charged include, but are not limited to, property managers, engineers or others included as part of the approved operating budget, which is hereinafter mentioned. Employees whose salaries may not be charged include, but are not limited to, general management personnel, accountants and auditors. Such schedule is to be submitted with the proposed operating budget.

1.4 **Compliance with Laws-** The contractor shall be responsible for determining compliance with Federal, State and municipal laws, ordinances, rules, regulations and orders relative to the use, operation, and maintenance of the property. The contractor shall promptly notify the DPW of any violation of any such law, ordinance, rule, regulation or order which comes to the contractor's attention, and take action with DPW's approval to promptly remedy such violation.

Actions in remedying of violations may be implemented prior to obtaining the approval of DPW if the estimated expenses to be incurred do not exceed $2,500.00 in any one instance. When more than such amount is required or if the violation is one for which the State might be subject to a penalty, the contractor shall notify the DPW by the end of the next business day so that prompt arrangements may be made to remedy the violation.

1.5 **Approved Operating Budget -** The contractor shall prepare and submit to the DPW, within (15) days from the date this agreement is approved by the Attorney General's Office, a proposed operating budget for the operation, management and maintenance of the property for the balance of the current fiscal year. Subsequently, the contractor shall annually prepare and submit to the DPW, by the date indicated by the DPW, a proposed operating budget for the fiscal year (June-1 - May 31) for the operation, and maintenance of the property.

The DPW will consider the proposed operating budget and will consult with the contractor as soon as reasonably practicable, in order to agree on an approved operating budget.

The contractor agrees to use diligence and to employ all reasonable efforts to ensure that the actual cost of managing, maintaining and operating the property shall not exceed the amount necessary and, in any event, will not exceed the approved operating budget either in total amount or in any one accounting category.

During the term of this agreement the contractor shall inform the DPW of any major increases in costs and expenses that were not foreseen during the budget preparation period and thus are not reflected in the approved operating budget.

1.6 **Monthly Reports –** The contractor shall prepare and submit to the DPW a monthly report covering the matters set forth in Exhibit B by the 10th of each month. Each such report shall cover the period beginning the first (1st) day of the immediately preceding calendar month and ending on the last day of such calendar month.

1.7 **Competitive Bidding -** All contracts for commodities and services, and repairs to and alteration or renovation of real property exceeding $2,500.00 shall be awarded by the contractor on the basis of competitive bidding, solicited in the following manner:

A. A minimum of two (2) written bids shall be obtained;

B. Each bid will be solicited in a form prescribed by the DPW so that uniformity will exist in the bid form;

C. All bids are subject to the approval of the DPW;

D. If the contractor advises acceptance of other than the lowest bid, the contractor shall adequately support, in writing, its recommendations to the DPW;

E. The DPW shall be free to accept or reject any and all bids;

F. Once a vendor is selected, where appropriate, the contractor shall obtain proof of the vendor's commercial general liability (CGL), workers' compensation, and automobile insurance. The vendor must carry a minimum of $1,000,000.00 CGL insurance for work valued to $60,000.00 and $2,000,000.00 CGL insurance for work valued over $60,000.00. Proof of this coverage must be obtained before the work or services of the vendor begin.

1.8 **Service Contracts -** The contractor shall not enter into any contract for cleaning, maintaining, repairing or servicing the property or any of the constituent parts of the property without the prior written consent of the DPW. As a condition to obtaining such consent, the contractor shall supply the DPW with a copy of the proposed contract and shall state to the DPW the relationship, if any, between the contractor, or the person or persons in control of the contractor, and the party proposed to supply such services.

All service contracts shall: (a) be on a fixed-fee basis, (b) be in the name of the contractor as agent for the DPW, (c) be for a **term not to exceed 5 years**, and include provision for cancellation thereof by the State upon not less than 30 days' written notice, for without cause, and upon not less than 3 days' notice for cause, (d) require that all service vendors provide evidence of sufficient insurance and (e) be within the guidelines set forth in the approved operating budget. Unless the DPW specifically waives such requirements, all service contracts shall be subject to the bidding requirements under the procedures as specified in Section 1.7.

1.9 **Repairs** – The contractor shall supervise all ordinary and extraordinary repairs, decorations and alterations, capital improvements remodeling and occupant improvements, all subject to the terms of this agreement. The contractor may charge an additional (construction) management fee for the supervision of certain repairs and improvements. Such fee shall be negotiated with and agreed to by the DPW on a case by case basis.

In case of an emergency, the contractor may make expenditures for repairs without prior written approval of the DPW, if such repair is necessary to prevent damage or injury. For minor incidents (less than $10,000), DPW must be informed of any such expenditures before the end of the next business day. For major incidents (greater than $10,000), immediate notification to DPW must occur.

1.10 **Cooperation -** Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the State in connection with this agreement, the contractor shall give the DPW all pertinent information and reasonable assistance in the defense or other disposition thereof. The terms of this paragraph shall not be construed as a waiver of sovereign immunity.

1.11 **Annual Contract Certification/Annual Affidavit** – On or within two (2) weeks of the anniversary date of the execution of this contract, the contractor shall submit a completed annual gift and campaign contribution affidavit to the Financial Management Unit, 165 Capitol Avenue, Room 208, Hartford, CT 06106, attention Property Management Services. For the purposes of this paragraph, the execution date of the contract will be the start date of the contract (http://www.ct.gov/dpw ).

## ARTICLE 2 - CONTRACTOR'S INSURANCE

2.1 **Contractor's Insurance –** At all times during this contract and during any amendment thereto, the contractor shall protect, indemnify and hold harmless the State, its officers, agents and employees, from and against any and all loss, cost, liability, injuries (including death), images, compensation, and expense, including without limitations, all claims, demands, penalties, actions, causes of action, suits, litigation and attorney's fees and costs, sustained by or alleged to have been sustained by the State, its officers, agents and employees, and sustained by or alleged to have been sustained by the property, real or personal, of the State, its officers, agents and employees, and sustained by or alleged to have been sustained by the public or by any other person or property, real or personal, from, or arising out of, or directly or indirectly due to, any cause, condition, event, accident, incident, happening or occurrence, related to and including, without limitation, the following:

(a) The acts, omissions, or neglect of the contractor and of the contractor's officers, agents, employees, subcontractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the contractor, in or about the building or buildings located at **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT,** and in or about the State of Connecticut's adjoining property, parking lots, sidewalks, improvements, structures and facilities, including, without limitation, any of the same that may be detached from said location;

(b) The contractor's use or activity or the conduct of its business or from any activity, work, or thing done, permitted, or suffered by the contractor and by the contractor's officers, agents, employees, subcontractors, invitees, licensees, guests, visitors, clients and any and all persons under the control of the contractor, in or about the building or buildings located at **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT,** and in or about the State of Connecticut's adjoining property, parking lots, sidewalks, improvements, structures and facilities, including without limitation, any of the same that may be detached from said location; and,

(c) The contractor's default in its observance and performance of any of the terms covenants or conditions of this contract and of any amendment thereto.

2.2 The contractor shall provide and maintain commercial general liability insurance, with the State named as an additional insured, in a combined single minimum amount of $1,000,000.00 for bodily injury (including death) and property damage to protect the interest of the State as it appears herein, at no cost to the State, and shall annually provide the State with a certificate of insurance to this effect, at the contractor's expense.

In addition, the contractor shall have employee dishonesty and depositors forgery insurance in an amount to cover all business liabilities. The contractor shall annually provide the State with a certificate of such dishonesty and depositors forgery insurance, at no cost to the State. The required certificates of insurance shall also include a statement that the State is an additional insured. Such policies of insurance shall also provide notification to the State at least ten (10) days prior to any cancellation or modification of coverage.

In case any claim, action, cause of action, suit, proceeding, litigation is brought against the State, its officers, agents, and employees, by reason of any of the same, the contractor shall, at the contractor's expense, resist and defend such claim, action, cause of action, suit, proceeding or litigation, or cause the same to be resisted or defended, by retained counsel reasonably satisfactory to the State.

2.3 **Subcontractor's Insurance-** The contractor shall require that all subcontractors have insurance coverage at the subcontractors' expense, in the following amounts:

A. Workers' compensation: statutory amount;
B. Employer's liability: $1,000,000.00 minimum;
A. Commercial general liability: $1,000,000.00 bodily injury for each occurrence and an aggregate of $2,000,000.00;
D. Employee dishonesty and depositors forgery: $20,000.00 (for any subcontractor who handles funds in behalf of the DPW);
E. Automobile: $1,000,000.00 combined single limit.

The contractor must obtain the permission of the DPW to waive any of the above-mentioned requirements. Higher amounts, at the discretion of the DPW, may be required if the work to be

performed is sufficiently hazardous. The contractor shall obtain and keep on file a certificate of insurance which shows that each subcontractor is so insured.

## ARTICLE 3 - PAYMENT OF EXPENSES

3.1 **Processing of Invoices -** The contractor shall receive, review and approve all invoices for expenses incurred in operating the property and shall timely pay such invoices if they are within the approved operating budget or if they have otherwise been approved by the DPW. Copies of all paid invoices shall be forwarded to the DPW together with the contractor's monthly report.

3.2 **Contractor's Employee Costs -** The contractor will be reimbursed by the State for the share of the costs of the gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's employees who are directly involved and required to maintain the property, provided that such employees have been identified and enumerated in the approved operating budget, such costs do not exceed the budgeted amount and such costs are not already reflected in the monthly fixed fee. (See Article 4.)

3.3 **Contractor's Reimbursable Costs -** The following costs paid by the contractor in connection with the management, operation and maintenance of the property shall be reimbursed by the State:

A. Actual cost of all items set forth in the approved operating budget;
B. Emergency repair costs approved by the DPW.

3.4 **Non-reimbursable Costs -** The following expenses or costs incurred by the contractor in connection with the management, operation and maintenance of the property shall be at the sole cost and expense of the contractor and shall not be reimbursable by the State:

A. Cost of gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's office personnel not identified in the approved operating budget;
B. General accounting and reporting services which are considered to be within the contractor's office not associated with the operation of the property;
C. Cost of forms, papers, ledgers, and other supplies and equipment used in the contractor's office not associated with the operation of the property;
D. Cost of electronic data processing equipment, or any pro rata charge thereof, whether located at the property or at the contractor's office off the property;
E. Cost of electronic data processing, or any pro rata charge thereof, for data processing provided by computer service companies;
F. Cost of advances made to employees;
G. Cost attributable to losses arising from negligence or fraud on the part of the contractor and the contractor's employees and agents;
H. Employment agency fees unless specifically approved by the DPW.

3.5 **Method of Reimbursement -** The contractor shall include in monthly reports, as set forth in Exhibit B, an itemized invoice requesting a total monthly payment. Such invoice shall include all reimbursable costs as well as the monthly fixed fee.

## ARTICLE 4 - COMPENSATION

The contractor shall receive a management fee as set forth in this article for its services in managing the property. The contractor's monthly fixed fee shall be as follows:

For the period: _____
Management fee ……. $ /month
Partial contractor's employee costs…….. _____/month
Total monthly fixed fee……. $ /month

**(Sample Format Only, Do Not complete)**

**NOTE: PER SECTION III. 5.A., OF THIS RFP, THE ANNUAL MANAGEMENT FEE TO BE INDICATED ON THE PROPERTY MANAGEMENT COST CALCULATION FORM REFERS ONLY TO COST CATEGORY "A" ABOVE.**

For each contract year, the contractor's fixed fee for the year shall equal or exceed the contractor's employee costs for the year not included in such fixed fee.

## ARTICLE 5 - TERMINATION

5.1 **Termination on 30 Days' Notice -**Either party may terminate this agreement without cause by giving the other party at least thirty 30 days' prior written notice.

5.2 **Termination on 3 Days' Notice** - The DPW may terminate this agreement for cause by giving the contractor 3 days' prior written notice. The reasons for termination for cause include, but are not limited to (1) a violation of the State Ethics Code (Chapter 10 of the General Statutes); (2) a violation of Section 4a-100 of the General Statutes; or (3) wanton or reckless disregard of any state contracting and procurement process by the contractor.

5.3 **Termination on Sale** - This agreement shall terminate upon the sale of the property.

5.4 **Final Accounting** - Upon termination of this agreement for any reason, the contractor shall deliver to the DPW all records, books, accounts, contracts, unpaid bills and other papers or documents which pertain to the property. Upon such termination or withdrawal, the State will assume responsibility for payments of all approved unpaid bills pertaining to the property.

## ARTICLE 6 – STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this Agreement until the contractor is notified that this agreement has been accepted by the contracting agency and, if applicable, approved by the Office of Policy and Management (OPM) or the Department of Administrative Services (DAS) and by the Attorney General of the State of Connecticut.

**EXHIBIT B**

**Property Known As**

**24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT,**

**MONTHLY REPORTS**

The contractor shall generate and submit the following, using formats approved by the DPW:

1. Management report
2. Operating statement
3. Budget variance analysis
4. Itemized invoice requesting payment
5. Copies of all invoices paid

# EXHIBIT C

## EXECUTIVE ORDERS:

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, all of which are incorporated into and are made a part hereof as if they had been fully set forth herein. At the Contractor's request, the DPW shall provide a copy of these orders to the Contractor.

## WHISTLEBLOWER PROVISION:

Each contract between a state or quasi-public agency and a large state contractor shall provide that, if an officer, employee, or appointing authority of a large state contractor takes or threatens to take any personnel action against any employee of the contractor in retaliation for such employee's disclosure of information to the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of Section 4-61dd of the Connecticut General Statutes, the contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of the contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The executive head of the state or quasi-public agency may request the Attorney General to bring a civil action in the Superior Court for the judicial district of Hartford to seek imposition and recovery of such civil penalty.

Each large state contractor shall post a notice of the provisions of Section 4-61dd relating to large state contractors in a conspicuous place that is readily available for viewing by the employees of the contractor.

## CONNECTICUT LAW PROVISION

It is agreed that this contract shall be governed by, construed, and enforced in accordance with the laws of the State of Connecticut.

## STATE ETHICS SUMMARY PROVISION

The Summary of State Ethics Laws posted on the DPW website at www.ct.gov/dpw under Affidavits, and as may be revised from time to time is incorporated herein by reference as if fully set forth herein.

## DEPARTMENT OF PUBLIC WORKS SEXUAL HARASSMENT POLICY:

This contract is subject to the provisions of the Department of Public Works Sexual Harassment Policy and, as such, the contract may be canceled, terminated, or suspended by the DPW for violation of or noncompliance with said policy. This two page policy entitled, "Sexual Harassment Statement" and "Sexual Harassment Narrative" is hereby incorporated herein by reference and made a part hereof

as though fully set forth herein. This policy may be found at the DPW website at www.ct.gov/dpw under Publications.

**SOVEREIGN IMMUNITY:**

Nothing in this contract shall be construed as a waiver or limitation upon the State's sovereign immunity. To the extent this section is found to be inconsistent with any other part of this contract, this section shall control. This section of the contract shall survive the completion and/or termination of this contract.

**DISCLOSURE OF RECORDS:**

The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

**NON-DISCRIMINATION PROVISIONS:**

References in this section to "contract" shall mean this Personal Services Agreement and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in

conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.

(b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor

union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(h) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

**STATE'S RIGHTS OF INSPECTION, AUDIT AND COLLECTION; MAINTENANCE OF RECORDS:**

For purposes of this provision, the term "Contract" and "Contractor" shall mean this Personal Service Agreement and the Contractor, respectively.

(a) All services performed by and material supplied by the Contractor under this Contract shall be subject to the inspection and approval of the State at all times, and Contractor shall furnish all information concerning such material and services as may be requested by the State.

(b) The Contractor shall maintain, and shall require each of its subcontractors hereunder to maintain, accurate and complete records, books of account and other documents that delineate the nature and extent of the State's, Contractor's, and, in the case of each

subcontract, the applicable subcontractor's, performance hereunder. The Contractor shall maintain all such documentation and any and all other of its records (whether stored in electronic or other form) that in any way pertain or relate to this Contract and/or the actual or alleged performance and/or lack of performance by any party hereunder (individually and collectively, "Records") at the Contractor's address provided on the first page of this Contract or such other location as is approved in writing in advance by the State.

(c) The Contractor agrees to make all of its Records available for inspection and/or examination by the State's authorized representatives during reasonable hours. The State and its representatives also shall have the right, at reasonable hours, to inspect and examine all of the part(s) of the Contractor's and its subcontractors' plant(s) and/or place(s) of the businesses which, in any way, are related to, or involved in, the performance of this Contract and/or any subcontract to ensure compliance with the same. Except in the case of suspected fraud or other abuse or in the event of an emergency, the State will give the Contractor at least twenty-four (24) hours notice of any intended inspections or examinations.

(d) At the State's request, the Contractor shall provide the State with hard copies of or electronic media containing any data or information in the possession or control of the Contractor which pertains to the State's business or this Contract.

(e) The Contractor agrees that it will keep and preserve or cause to be kept and preserved all of its Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be extended or renewed, and any holdover period.

(f) The Contractor also agrees that it will require each subcontractor under this Contract to maintain all of its Records until three (3) years after the expiration or earlier termination of said subcontract or other agreement, as the same may be renewed or extended.

(g) If any litigation, claim or audit is started before the expiration of said three (3) year periods, such records shall be (and shall be required to be) retained until all litigation, claims or audit findings have been resolved.

(h) The Contractor shall incorporate the provisions of this Section, including this subsection (h), verbatim into any contract or other agreement it enters into with any subcontractor under this Contract.

**STATE CONTRACTS:**

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Exhibit C-1 attached hereto.

**EXHIBIT C-1**

**SEEC FORM 11**

## NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.
Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization**,** (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract,* (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand

dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.
"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

## VI. EVALUATION OF PROPOSALS

Criteria

Each proposal will be evaluated by a screening committee against the following criteria to determine which vendor is most capable of implementing the State's requirements:

- Vendor's ability to do the specified work
- Vendor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort
- Competitiveness of proposed cost.
- Availability and competence of personnel.
- Conformity with specifications contained herein.
- Presentation to a screening committee
- Past Performance as scored via the Property Management Firm Performance Evaluation, if applicable.

## VII. RIGHTS RESERVED TO THE STATE

The State reserves the right to award in part, to reject any and all Proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

**Exhibit 2** **Property Management Cost Calculation**

Complete this 2-page form (in whole dollars) and return both pages with your proposal.

**Firm Name:** _____

**Location:** **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT** **Contract Term:** **12/1/09 – 11/30/14**

| | | | Year 1 | | Year 2 | | Year 3 | | Year 4 | | Year 5 |
|---|---|---|---|---|---|---|---|---|---|---|---|
| **A. Management Fee (Annual)** | | | | XXXXX | | XXXXX | | XXXXX | | XXXXX | |
| | Hrs/ week | Hr. Cost Inc./Benefits Year 1 | Annual Cost Year 1 | Hr. Cost Inc./Benefits Year 2 | Annual Cost Year 2 | Hr. Cost Inc./Benefits Year 3 | Annual Cost Year 3 | Hr. Cost Inc./Benefits Year 4 | Annual Cost Year 4 | Hr. Cost Inc./Benefits Year 5 | Annual Cost Year 5 |
| **B. Administrative Payroll** | | | | | | | | | | | |
| Property Manager | 32 | | | | | | | | | | |
| | | | | | | | | | | | |
| | | | | | | | | | | | |
| **B. Gen. Bldg. Payroll** | | | | | | | | | | | |
| General Maintenance Worker | 45 | | | | | | | | | | |
| General Maintenance Worker | 40 | | | | | | | | | | |
| General Maintenance Worker | 40 | | | | | | | | | | |
| | | | | | | | | | | | |
| **B. Sub-Total/Payroll** | 157 | XXXX | | XXXXX | | XXXX | | XXXX | | XXXXX | |
| **Annual Cost Totals (A+B)** | XXX | XXXX | | XXXXX | | XXXXX | | XXXXX | | XXXXX | |

Exhibit 2 (continued)

Does the fringe benefit component of the staffing cost calculation include charge backs for the following: (circle answers)
1) Retirement Y / N; 2) Life Insurance Y / N; 3) Health Insurance Y / N; 4) Vacation/Sick/Holiday Y / N;
5) Social Security (FICA) Y / N; 6) Unemployment (FUTA/SUTA) Y / N; 7) Workers' Compensation Y / N;
8) Uniforms Y / N; 9) Cell Phones/Beepers Y / N

Do the totals for 1) through 4) above equal or exceed the Department of Labor fringe benefit minimum specified in this RFP? Y / N (circle answer)

The stated hourly costs for Years 1-5 are based on the following **annual** billable hours (complete) for time on the job; Property Manager _____ hours; General Maintenance Worker _____ hours.
(See Note 2 on next page.)

**24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT**

Job Classifications and *Minimum* Wage Rates

| Department of Public Works Job Classification | Department of Labor Job Classification | Hours Per Week | Department of Labor Minimum | | |
|---|---|---|---|---|---|
| | | | Wage Rate | Fringe Benefits | Total |
| **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT** | | | | | |
| Property Manager | | 32 | N/A | N/A | N/A |
| General Maintenance Worker | | 45 | $18.70 | $5.61 | $24.31 |
| General Maintenance Worker | | 40 | $18.70 | $5.61 | $24.31 |
| General Maintenance Worker | | 40 | $18.70 | $5.61 | $24.31 |

Notes:

1 **The Department of Labor's (DOL) minimum fringe benefits cost only includes the following employee benefits, as applicable: retirement, life and health insurance and vacation/sick/holiday benefits. Those benefits that are required by federal or state laws such as workers' compensation coverage, social security and unemployment benefits are not part of the DOL's minimum fringe benefits cost. Also not included are the costs of beepers, cell phones, uniforms, and certain other insurance costs. The above detailed costs that are not included in the DOL's minimum fringe benefits cost may be charged back to the state as an additional fringe benefits cost. Be sure all applicable cost components of your total fringe benefits cost are circled "YES" on the Property Management Cost Calculation form. Any disparity between the identified fringe benefits cost components and your stated fringe benefits cost is grounds for disqualification of your proposal.**

2 **DPW will only reimburse a contractor for the actual hours worked by the contractors' employees. As noted in the RFP, such items as vacation days, sick days and holidays should be reflected in fringe benefits cost rather than in the average hourly pay rate based on a 40 hour week (2080 hour year). For example, if an employee's total hourly cost to the employer on a 2080 year is $30/hour ($62,400/year), and that employee has 3 weeks vacation, 5 sick and/or personal days and 10 holidays, that adds up to 6 weeks during which the employee will (may) not work. This is a total of 240 hours. Subtracting 240 from 2080 leaves 1840 billable hours. If one divides the $62,400 annual cost of the employee by 1840 billable hours, the employee's actual hourly billable rate would be $33.91/hour rather than $30/hour, *although the annual billing for that employee could not exceed the $62,400 figure.***

## PROPERTY MANAGEMENT OCCUPATIONAL LICENSING SERVICE DEFINITIONS

**Management Fee**

Specify your firm's annual management fee required for management services for the term of the contract. The management fee should include the firm's expected profit, cost of money, executive and back office support, dispatch and work order systems, etc.

**Site Property Manager**

Supervises all firms' on-site employees and contractors.
Main coordinator with DPW and meets with Tenant Agency Liaisons.
Coordinates with firm's upper management for administrative duties, including financial management reporting, budgets, etc.
Available 24/7 via pager and cell phone
5 years experience as a property manager in a comparable building.
Nationally recognized Property Management certified program preferred. Examples: BOMA, IFMA, IREM.
Building construction design or business degreed candidate a plus

**Assistant Site Property Manager**

Assists the Site Property Manager
Supervises firm's on-site personnel, as required
Available 24/7 via pager and cell phone
3 years experience
Certification or trade license preferred
Building construction design or business degreed candidate a plus

**Building Maintenance Supervisor**

Planning, scheduling and supervision of HVAC, general maintenance staff, day porters, other maintainers or trades that may be permanently assigned to site or called into execute repairs or maintenance to property, knowledge of various energy management systems and mechanical systems; setup and monitor preventative maintenance program, assist site property manager in writing specifications and soliciting costs for various mechanical repairs and maintenance and other related duties as required.
Ability to execute repairs (Working Supervisor).
License in one or more of the trades is preferred or demonstrated seven (7) years experience in comparable buildings and demonstrated supervisory experience.
Available 24/7 via pager and cell phone
***(Administrative Position NOT Standard Wage However, it's assumed you would have to pay more for a Supervisor with hands on skills, than you would for General Maintainer, which is Standard Wage.)***

**Environmental/Safety Officer**

Familiar with NFPA, OSHA, building codes, environmental, fire safety requirements
Evaluates site as required
7 years experience or 5 years with certification (license) as a building inspector, certified safety professional environmental license or engineer

**STANDARD WAGE REQUIRED FOR THE FOLLOWING POSITIONS:**

**Electrician - E-1-(Unlimited Electrical Contractor's License)**

Wide range of electrical services, including PM's (Preventative Maintenance), electrical codes and electrical construction
Carry valid E-1 license (DCP)
May supervise apprentice electricians
Available 24/7 via pager and cell phone

**Electrician - E-2-(Unlimited Electrical Journeyman's License)**

Wide range of electrical services, but only while in the employ of a properly licensed contractor
Must complete a registered apprenticeship program or at least 4 years of equivalent experience and training.

**HVAC Mechanic - S-1(Unlimited Heating-Cooling Contractor's License)**

Wide range of HVAC services, including PM's (Preventative Maintenance), mechanical codes and HVAC construction
Carry valid S-1 license (DCP)
May supervise apprentice mechanics
Available 24/7 via pager and cell phone

**HVAC Mechanical - D-1 (Limited heating-cooling Contractor's License)**

Only perform work limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for the conveyance of heating or cooling media and associated pumping equipment
Does not include installation or servicing of oil burners of any size.

**HVAC Mechanical - D-2 (Limited heating-cooling journeyman's License)**

Performs only work limited to the installation, repair, replacement, maintenance or alteration of any warm air, air conditioning and refrigeration system, including necessary piping for conveyance of heating or cooling media and associated pumping equipment and only while in the employ of a contractor licensed for such work. It does not cover the installation or servicing of oil burners of any size.

**HVAC or Electrical Apprentice**

Performs HVAC or Electrical minor repairs and PM's (Preventative Maintenance)
Enrolled in DCP apprenticeships program
Minimum 3 years direct experience or holds Journeyman license
Trade school certification preferred
Available 24/7 via pager and cell phone

**General Maintenance Worker**

Perform general maintenance and repair of equipment and Buildings requiring practical skill and knowledge in such trades as painting, carpentry, plumbing, masonry and electrical work. Assists other trade groups as required.

Note 1: The hourly and annual cost calculations must include salaries, fringe benefits and, as applicable, (and included in fringe benefits) uniforms and the base cost for cell phone, beepers, etc. attributable to the subject property. The cost of any paid leave time for holidays and vacation, sick or personal leave is not billable and is to be included in the fringe benefit cost. Include any projected increases in the out year cost calculations (years 2-5). As applicable, staffing costs must be in compliance with Public Act 99-142 "An Act Setting Standard Wage Rates for Certain Service Workers". **No profit and overhead mark-up to staffing costs for regularly scheduled employees is permitted.**

Note 2: The firm shall be required to supply copies of all licenses, certifications and degrees within 30 days of the award of this contract. In addition, all required safety training shall be submitted annually.

## IX. CONTRACTOR CERTIFICATION NOTICE

Subsections ( c ) and (d) of section 4-252 provide:

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (c) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection ( c ) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

For the purpose of this assignment/contract, the date that DPW began planning the RFP was **June 17, 2009.**

## X. CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

With regard to a state contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission in response to the state's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 Section of Exhibit C of Exhibit 1.

## XI. STATE ETHICS LAWS SUMMARY

**Pursuant to Connecticut General Statues 1-101 mm and 1-101qq, complete and return with the proposal the attached "Affirmation of Receipt of State Ethics Laws Summary" form.**

# STATE OF CONNECTICUT
## AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

| | |
|---|---|
| **Contract Type:** | **Property Management Services** |
| **Location:** | **24/38 Wolcott Hill Road & 200 Folly Brook Blvd., Wethersfield, CT** |
| **Term:** | **12/1/09 – 11/30/14** |

**INSTRUCTIONS:**

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

**CHECK ONE:**

☒ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

**IMPORTANT NOTE:**

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

Awarding State Agency - Department of Public Works