# Property Management Working Group

*Appendices:*

I. DPW:

Selection Guideline
Property Management RFP
PSA

II. Judicial

Evaluation Guidelines
Property Management RFP
Purchase Order

III. State Capitol Facilities:

RFP Contract

IV. DPS:

Evaluation Guidelines
PSA
RFP

V. DOT

RFP

VI. Surveys

(a) Telephone Survey's of Agencies With Facilities and State Total Facility List
(b) Telephone Survey's of Most Property Management Firms

VII. Commissioner Fleming's Report (Property Management Section)

VIII. Miscellaneous:

GSA Best Practices
BOMA Property Managers Description
BOMA Property Management Contract

# APPENDIX I

**DPW's:**

- Selection Guidelines
- Property Management RFP
- PSA
- Contract

PROPERTY MANAGEMENT SELECTION

# Proposal for the evaluation of the property management firms and reorganization of the selection committee.

MARCH 2005

# Property Management Selection Proposal

The existing selection process is based on an evaluation of written and oral presentations by management firms responding to an advertised RFP. The selection committee is made up of DPW Finance, DPW Facilities and building tenant agency representatives.

Cost is currently one factor within the written proposal. The selection is primarily based on the qualifications, and the details of how they will manage a particular site. Since the management firm is our agent to bid services, the professionalism of the firm is of utmost importance. The management fee is typically about 5% of the total service cost. The expertise of management will determine the best use of the 95% that is purchased. The 95% of services are all purchased under DPW State bidding rules and are checked by DPW staff monthly.

We wish to maintain consulting or management services selection based on credentials, performance and RFP specific site proposals. However, given the concern that price should be a higher factor, we have the following proposal. Weight factors, of course, can be adjusted as directed.

| Weight Factors: | | % (Max) |
|---|---|---|
| Past Performance: | We have developed a formalized evaluation criteria (attachment 1), that will be used annually to evaluate the management firm. The input will be from the tenant agency, DPW Finance and DPW Facilities. [redacted] | [redacted] |
| Written Proposal: | (Attachment 2). The selection committee will evaluate the written response to the RFP for the individual site management. [redacted] | [redacted] |
| Oral Proposal: | (Attachment 3). The selection committee will evaluate the oral presentation. [redacted] | [redacted] |
| Cost: | [redacted] | [redacted] |

* It has been suggested that a fifth factor should be established to add weight to firms with less contracts to equalize the distribution of work. If used, the written and oral weights would be reduced by 5% each. (10 points high to 0 point low).
The firm with the least current dollars in management fees would receive 10 points, the second lowest 8, third 6, etc.

PS: We will also change the RFP from property management firms recommending staff levels to DPW specifying the staff and credentials required for the location.

Chairperson
(non-voting)
DPW Finance dept

Administrative and reporting functions
maintains consistent standards and compiles scores
Factors COST into selection recommendation

| DPW PROP MMT DEPT | DPW FACILITIES MMT | DAS | TENANT AGENCY | TENANT AGENCY (IF APPLICABLE) |
|---|---|---|---|---|
| Rotation of dept members (3) | Rotation of facilities staff (approx. 20) | Designated by DAS | Primary agency in facility | Secondary agency in facility |

Scoring of written and oral elements of RFP
sign-off on recommendations
4-5 SCORING MEMBERS

| | |
|---|---|
| WRITTEN SUBMISSION | [redacted] |
| ORAL PRESENTATION | |
| PERFORMANCE | |
| COST (BID) | |
| TOTAL | (100%) |

(1) Modify RFP to specify staffing requirements
(2) Review RFP and contract with DAS
(3) Development of performance criteria.

# 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 PROVISIONS OF SECTION 4-98 OF THE CONNECTICUT GENERAL STATUTES AS APPLICABLE. ACCEPTANCE OF THIS CONTRACT IMPLIES CONFORMANCE WITH TERMS AND CONDITIONS SET FORTH AT SHEET 2 OF THIS FILE, AS ATTACHED HERETO AND INCORPORATED BY REFERENCE.

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

**CONTRACTOR**
(3) CONTRACTOR NAME: Servus Management Corporation
(4) ARE YOU PRESENTLY A STATE EMPLOYEE? ☐ YES ☑ NO
CONTRACTOR ADDRESS: One Financial Plaza, Hartford, CT 06103
CONTRACTOR FEIN / SSN - SUFFIX: 06-0940067

**STATE AGENCY**
(5) AGENCY NAME AND ADDRESS: Department of Public Works, 165 Capitol Avenue, Hartford, CT 06106
(6) AGENCY NO.: DPWM1

**CONTRACT PERIOD**
(7) DATE (*FROM*): 9/01/04 THROUGH (*TO*): 8/31/09
(8) INDICATE ☐ MASTER AGREEMENT ☐ CONTRACT AWARD NO. ____ ☑ NEITHER

**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 NOTICE: ____

**COMPLETE DESCRIPTION OF SERVICE**
(10) CONTRACTOR AGREES TO: (Include special provisions - Attach additional blank sheets if necessary.)
provide property management services and other related services for the total care and control of the properties known as 79 Elm Street and 10 Clinton Street, Hartford. These services may include but not be limited to mechanical systems maintenance, physical maintenance, maintenance of building utility systems, tenant relations and safety issues. Such services shall be under the direction of the Administrator of Facilities Management of the Department of Public Works (DPW) and be in accordance with the provisions of the seven page Exhibit A and one page Exhibit B attached hereto and made a part hereof. In the provision of such services, the contractor shall act as the agent for the DPW. All purchases made by the contractor that are approved by the DPW shall be for the DPW's exclusive use and title for all tangible personal property will vest with the DPW. This contract is subject to the provisions

**COST AND SCHEDULE OF PAYMENTS**
(11) PAYMENT TO BE MADE UNDER THE FOLLOWING SCHEDULE UPON RECEIPT OF PROPERLY EXECUTED AND APPROVED INVOICES.
of Executive Order No. Sixteen of Governor John G. Rowland, promulgated August 4, 1999, and as such, may be cancelled, terminated or suspended by DPW for violation of or non-compliance with said Executive Order No. Sixteen. The two page Executive Order No. Sixteen is attached hereto and made a part hereof. This contract is subject to the provisions of DPW's Sexual Harassment Policy (Policy) and, as such, may be cancelled, terminated or suspended by DPW for violation of or non-compliance with said Policy. The two-page Policy is attached hereto and made a part hereof.

Payments are to be made in accordance with the provisions of said Exhibit A. The total cost of this contract is not to exceed $7,800,000.00

| (12) ACT. CD. | (13) DOC. TYPE | (14) COMM. TYPE | (15) LSE. TYPE | (16) ORIG. AGCY. | (17) DOCUMENT NO. | (18) COMM. AGCY. | (19) COMM. NO. | (20) VENDOR FEIN / SSN - SUFFIX |
|---|---|---|---|---|---|---|---|---|
| A | PS | -- | -- | DPWM1 | | DPWM1 | | 06-0940067 |

(21) COMMITTED AMOUNT
(22) OBLIGATED AMOUNT: $7,800,000.00
9/01/04 - 8/31/09

| (24) ACT. CD. | (25) COMM. LINE NO. | (26) COMMITTED AMOUNT | (27) COMM. AGENCY | (28) COST CENTER FUND | (28) COST CENTER SID | (29) OBJECT | AGENCY TAIL (30) FUNCTION | AGENCY TAIL (31) ACTIVITY | AGENCY TAIL (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: Sections 4-8, 4b-1(a) 4-216 C.G.S.

(35) CONTRACTOR (OWNER OR AUTHORIZED SIGNATURE) DAVID GAGONE — TITLE: President — DATE: 7/28/04

(36) AGENCY (AUTHORIZED OFFICIAL) JAMES T. FLEMING — TITLE: Commissioner — DATE: 7/30/04

(37) OFFICE OF POLICY & MGMT./DEPT. OF ADMIN. SERV. — TITLE: — DATE: ____

ATTORNEY GENERAL (APPROVED AS TO FORM) — Assoc Atty General — DATE: 8/6/04

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

# TERMS/CONDITIONS

## EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

## I. NON-DISCRIMINATION

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. subsection 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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (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 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, or physical disability, including, but not limited to, blindness unless it is shown by the 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 the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the 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 Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) 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. 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 projects.

c. 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.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section 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 Conn. Gen. Stat. subsection 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.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement 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; 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; 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 of the general statutes; 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 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph 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 of the general statutes; 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.

## INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

## 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.

Properties Known As
79 Elm Street and 10 Clinton Street
Hartford

Exhibit A

## 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 May 21, 2003, 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 therefrom. 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 full 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 fifteen (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 due date indicated by the DPW, a proposed operating budget for the fiscal year (June 1 – May 31) for the operation, management 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 (1th) 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, (c) be for a term not to exceed August 31, 2009, 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.

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.

## 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), damages, compensation, and expense, including without limitations, all claims, demands, penalties, action, 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 79 Elm Street and 10 Clinton Street, Hartford 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 control of the contractor, in or about the building or buildings located at79 Elm Street and 10 Clinton Street, Hartford 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;
C. 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;
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 **Nonreimbursable 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: 9/1/04 – 8/31/05

| | |
|---|---|
| Management fee | $ 5,500.00/month |
| Partial contractor's employee costs | 12,500.00/month |
| Total monthly fixed fee | $18,000.00/month |

For the period: 9/1/05 – 8/31/06

| | |
|---|---|
| Management fee | $ 5,750.00/month |
| Partial contractor's employee costs | 12,500.00/month |
| Total monthly fixed fee | $18,250.00/month |

For the period: 9/1/06 – 8/31/07

| | |
|---|---|
| Management fee | $ 6,000.00/month |
| Partial contractor's employee costs | 12,500.00/month |
| Total monthly fixed fee | $18,500.00/month |

For the period: 9/1/07 – 8/31/08

| | |
|---|---|
| Management fee | $ 6,250.00/month |
| Partial contractor's employee costs | 13,000.00/month |
| Total monthly fixed fee | $19,250.00/month |

For the period: 9/1/08 – 8/31/09

| | |
|---|---|
| Management fee | $ 6,500.00/month |
| Partial contractor's employee costs | 13,000.00/month |
| Total monthly fixed fee | $19,500.00/month |

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.

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.

Properties Known As
79 Elm Street and 10 Clinton, Hartford

Exhibit B

## 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

State of Connecticut

By His Excellency

John G. Rowland

Governor

Executive Order No. Sixteen

WHEREAS, the State of Connecticut recognizes that workplace violence is a growing problem that must be addressed; and

WHEREAS, the State is committed to providing its employees a reasonably safe and healthy working environment, free from intimidation, harassment, threats, and /or violent acts; and

WHEREAS, violence or the threat of violence by or against any employee of the State of Connecticut or member of the public in the workplace is unacceptable and will subject the perpetrator to serious disciplinary action up to and including discharge and criminal penalties.

NOW, THEREFORE, I, John G. Rowland, Governor of the State of Connecticut, acting by virtue of the authority vested in me by the Constitution and by the statutes of this state, do hereby ORDER and DIRECT:

1. That all state agency personnel, contractors, subcontractors, and vendors comply with the following **Violence in the Workplace Prevention Policy:**

The State of Connecticut adopts a statewide zero tolerance policy for workplace violence.

Therefore, except as may be required as a condition of employment—

- No employee shall bring into any state worksite any weapon or dangerous instrument as defined herein.
- No employee shall use, attempt to use, or threaten to use any such weapon or dangerous instrument in a state worksite.
- No employee shall cause or threaten to cause death or physical injury to any individual in a state worksite.

Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous Instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

Violation of the above reasonable work rules shall subject the employee to disciplinary action up to and including discharge.

2. That each agency must prominently post this policy and that all managers and supervisors must clearly communicate this policy to all state employees

3. That all managers and supervisors are expected to enforce this policy fairly and uniformly.

4. That any employee who feels subjected to or witnesses violent, threatening, harassing, or intimidating behavior in the workplace immediately report the incident or statement to their supervisor, manager, or human resources office.

5. That any employee who believes that there is a serious threat to their safety or the safety of others that requires immediate attention notify proper law enforcement authorities and his or her manager or supervisor

6. That any manager or supervisor receiving such a report shall immediately contact their human resources office to evaluate, investigate and take appropriate action.

7. That all parties must cooperate fully when questioned regarding violations of this policy.

8. That all parties be advised that any weapon or dangerous instrument at the worksite will be confiscated and that there is no reasonable expectation of privacy with respect to such items in the workplace.

9. That this order applies to all state employees in the executive branch.

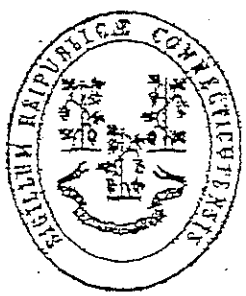
10. That each agency will monitor the effective implementation of this policy.

11. That this order shall take effect immediately.

Dated in Hartford, Connecticut, this fourth day of August, 1999.

JOHN G. ROWLAND, Governor

Filed this 4th day of August, 1999.




SUSAN BYSIEWICZ, Secretary of the State

# STATE OF CONNECTICUT

*DEPARTMENT OF PUBLIC WORKS*

T. R. Anson
*Commissioner*

## SEXUAL HARASSMENT POLICY STATEMENT

All personnel of the Department of Public Works have the responsibility for maintaining high standards of honesty, integrity, impartiality and conduct to assure proper performance and maintenance of public trust. Sexual harassment violates these standards, especially with regards to principles of equal opportunity, and specific acts of such misconduct will result in the severest of disciplinary action that can be taken.

Acts of sexual harassment are illegal and prohibited by the Civil Rights Act, Title VII as amended and Connecticut General Statutes 46a–60 as a discriminatory practice.

As the Commissioner of the Department of Public Works, I will under no circumstances tolerate any incidents of this type of behavior. Specifically, any supervisors, who use implicit or explicit sexual behavior to control, influence, or affect the career, pay or job of an employee is engaging in sexual harassment. Similarly, any employee who makes deliberate or repeated offensive verbal comments, gestures, or physical contact of a sexual nature in the work environment is also engaging in sexual harassment.

Sexual harassment can include verbal abuse such as sexual insults, lewd or suggestive comments, or unwelcome jokes of a sexual nature. Sexually suggestive objects or sexually explicit posters, calendars, photographs, cartoons, drawings or other explicit materials are inappropriate in a state workplace and can contribute to creating a hostile or offensive work environment.

Individuals who are sexually harassed by supervisors, co-workers, or peers should make it clear that such behavior is offensive. Individuals can file a sexual harassment complaint to the appropriate source(s) for investigation of the matter, so that action can be taken to ensure a work environment free of sexual harassment.

Sexual harassment is totally unacceptable conduct; it undermines the integrity of the employment relationship, debilitates morale, and interferes with the work productivity of the organization.

I shall expect every manager and supervisor to ensure that any instance of sexual harassment is dealt with swiftly, fairly, and effectively. All substantiated complaints will result in the strongest disciplinary action available to the Department.

# SEXUAL HARASSMENT NARRATIVE

Sexual harassment is a particular type of sex discrimination. Like all sexual discrimination it is illegal. It violates high standards of honesty, integrity, impartiality and conduct required of all sections of the Department of Public Works. It also interferes with and impedes work productivity.

Sexual harassment is defined as "any unwelcome sexual advances or requests for sexual favors or any conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by any individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment."

You may file a complaint with your supervisor, the Human Resources Office at 860-713-5665, or the Office of Diversity Programs at 860-713-5870.

Feb 24, 2000
Date

T.R. Anson
Commissioner

# STATE OF CONNECTICUT

*DEPARTMENT OF PUBLIC WORKS*

May 12, 2004

James T. Fleming
*Commissioner*

Dear Prospective Property Manager:

Thank you for your interest in managing the properties located at 10 Clinton Street and 79 Elm Street, Hartford. The attached request for proposal (RFP) will assist you in the preparation of a proposal to be presented to the Department of Public Works.

The RFP is structured as follows:


| | | Page |
|---|---|---|
| I. | Introduction | 1 |
| II. | General proposal requirements | 1&2 |
| | A. Overall management services | 2 |
| | B. Overall building operation activities | 2 |
| | C. Overall accounting program | 2 |
| III. | Specific proposal requirements | 2&3 |
| IV. | Instructions to vendors | 3&4 |
| V. | Conditions and Exhibits A and B (Sample Contract) | 4-13 |
| VI. | Evaluation of proposals | 14 |
| VII. | Rights reserved to the State | 14 |
| VIII. | Property Management Cost Calculation (Exhibit C) (includes Job Classifications & Minimum Wage Rates) | 15-18 |


Please be reminded that the deadline for receipt of proposals is **Friday, June 18, 2004 at 3:00 p.m.** No late proposals will be accepted. Also, please remember that a mandatory proposers conference will be held on **Tuesday, June 1, 2004, at 10:00 a.m. in the main lobby at 10 Clinton Street, followed by a tour of 79 Elm Street, Hartford.**

If you have any question, please contact Donna Baisley at 713-5688.

Sincerely,

Matt Buczacki
Fiscal Administrative Manager

REQUEST FOR PROPOSAL
DEPARTMENT OF PUBLIC WORKS
10 Clinton Street and 79 Elm Street
Hartford

## 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 to properties consisting of 110,400 and 280,300 square feet of buildings and a 66 vehicle parking garage. The contract will be for both properties for a five-year period, commencing on 9-1-04.

This request for proposal will be accepted for the overall management and operation, 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;

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

## II. GENERAL PROPOSAL REQUIREMENTS

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

Please explain how your firm will supply the following management services to 10 Clinton Street and 79 Elm Street, Hartford: (as applicable)

### A. OVERALL MANAGEMENT SERVICES

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

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.).

A. OVERALL MANAGEMENT SERVICES (Continued)

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.

## III. SPECIFIC PROPOSAL REQUIREMENTS (Continued)

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, liability insurance, dispatch and work order systems, etc.

   B. Specify your firm's staffing costs for the positions indicated and defined in Exhibit C. 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 C) 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 all 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 by Friday, May 28, 2004, to Donna Baisley, State Office Building 165 Capitol Avenue, Room G-4, Hartford, CT 06106 or e-mail: donna.baisley@po.state.ct.us.

2. A proposers conference is scheduled for Tuesday, June 1, 2004 at 10:00 a.m. at 10 Clinton Street and 79 Elm Street, Hartford. 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.

## IV. INSTRUCTIONS TO VENDORS (Continued)

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, June 18, 2004 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.**

   **THE DEPARTMENT OF PUBLIC WORKS RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.**

## 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 this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.

3. Ownership of Proposals - All Proposals 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.

V. CONDITIONS (Continued)

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.
    Regulations of Connecticut State Agencies section 4-114a-3(101) 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 to 46a-68-17 of the Connecticut General Statutes, inclusive;

    (c) 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 CGS 31 - 9e)

A "Notification to Proposers" form is attached, which should be read and signed by the bidder.

## NOTIFICATION TO PROPOSERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4-114a of the Connecticut General Statutes; and, when the awarding agency is the state Section 46a-71 (d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 4-114a-1 et. Seq. Of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4-11a and 46a-71 9d) of the Connecticut General Statutes.

According to Section 4-114a-3 (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 4-114a of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to 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 sub-section (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; or (5) American Indians ..." The above definitions apply to the contract compliance requirements by virtue of Section 4-114-1 (10) 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 to 46a-68-17 of the Connecticut General Statutes, inclusive;
(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 section 4-114a-3 (10) of the Contract Compliance Regulations.

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

---

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

**Signature:**_____ **Date:**_____

**Organization Name:**_____

SAMPLE CONTRACT FOR INFORMATIONAL PURPOSES ONLY

Properties Known As

10 Clinton Street and 79 Elm Street
Hartford

*Exhibit A*

## 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 May 21, 2003, 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 therefrom. 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 full 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, (c) be for a term not to exceed 8/31/09, 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 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.

## 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 10 Clinton Street and 79 Elm Street, Hartford 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 10 Clinton Street and 79 Elm Street, Hartford, 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;
C. 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;
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 **Nonreimbursable 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: _____

A. 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 fees to be indicated on the Property Management Cost Calculation form refer 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.

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.

Properties Known As
10 Clinton Street and 79 Elm Street
Hartford

**Exhibit B**

## 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

## 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.

VIII. EXHIBIT C

## Property Management Cost Calculation

Complete this form (in whole dollars) and return it with your proposal.

Firm Name:_____

Location: 10 Clinton Street and 79 Elm Street Hartford, CT  Contract Term: 9-1-04 thru 8-31-09

| | | | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
|---|---|---|---|---|---|---|---|
| **A. Management Fee (Annual)** | | | | | | | |
| | Hrs/ week | Hr. Cost Inc./Benefits Year 1 | Annual Cost Year 1 | Annual Cost Year 2 | Annual Cost Year 3 | Annual Cost Year 4 | Annual Cost Year 5 |
| **B. Administrative Payroll** | | | | | | | |
| Site Property Manager | 32 | | | | | | |
| Assistant Site Manager | | | | | | | |
| Environ./Safety Officer | | | | | | | |
| Other | | | | | | | |
| | | | | | | | |
| **B. Gen. Bldg. Payroll** | | | | | | | |
| Electrician (E-1) | | | | | | | |
| Electrical Apprentice | | | | | | | |
| HVAC Mechanic (D-1) (Unlimited contractor for HVAC Heating, Refrig. & A/C Mechanic) | | | | | | | |
| HVAC Apprentice | | | | | | | |
| Gen. Maint. Worker/ (General Trades Helper) (3x40) | 120 | | | | | | |
| Other: Day Porter | | | | | | | |
| QCW | | | | | | | |
| **B. Sub-Total/Payrolls** | 152 | | | | | | |
| Weekly hours (x4) = month | | | | | | | |
| **Annual Cost Totals (A+B)** | 152 | | | | | | |

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)

Property Management Proposals
For 10 Clinton Street and 79 Elm Street, Hartford, 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 |
|---|---|---|---|---|---|
| I. 10 Clinton Street<br>A. Site Property Manager | Not Applicable | 10 | Not Applicable | | |
| B. General Maintenance Worker | General Maint. Worker | 52 | $17.68 | $5.30 | $22.98 |
| II. 79 Elm Street<br>A. Site Property Manager | Not Applicable | 22 | Not Applicable | | |
| B. General Maintenance Worker | General Main. Worker | 68 | $17.68 | $5.30 | $22.98 |

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 Liasions.
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.
BOMA, IFMA certification preferred
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

**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

**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

Assists other trade groups as required
Performs minor repairs in areas of carpentry, moving furniture, grounds work, lock repair, and general miscellaneous work.

Qualified Craft Worker (QCW)

Is accountable for performing highly skilled duties in one or more trade areas
Works under the general supervision of a Building Maintenance Supervisor or other employee of higher grade.
May lead other QCW, QC Interns, Skilled Maintainers, Maintainers, students, seasonal help, inmates, workfare employees or other lower level employees as assigned.

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.

# STATE OF CONNECTICUT

*DEPARTMENT OF PUBLIC WORKS*

**James T. Fleming**
*Commissioner*

TO: Tina Costanzo, DAS

FROM: Linda Rogers
DPW, Facilities Management, Room G-4
165 Capitol Avenue, Hartford
Tel: 713-5824 Fax: 713-7262

DATE: June 28, 2004

RE: Management Contract for Mystic Educational Center, Mystic - Five (5) Year Term
Invitation to Participate on the Selection Panel

Dear Tina:

The management contract with Tunxis Management Company for Mystic Educational Center, Mystic expires 10/1/04 and a Request for Proposal (RFP) is being advertised for a five-year term. This contract will secure the services of a professional management company who reports to the Department of Public Works. The management company contracts (with DPW approval) for the operations and maintenance of the Mystic Educational Center and provides day to day staffing for the site.

Matt Buczacki, of DPW, Selection Panel Chairperson (non-scoring) will chair the panel. Two other representatives from Department of Public Works will also sit in as panel members...

A copy of the "Request for Proposal" is included for your review. If you choose to send a representative, the designated individual must be prepared to participate in the review of all proposals submitted, the scoring of all written proposals, oral interviews and scoring for the orals to be submitted at the conclusion of the oral interviews. The anticipated timeline is as follows:

| | |
|---|---|
| 1. Newspaper Advertisements | June 27, 2004 |
| 2. Mandatory Bidder's Conference | July 6, 2004 |
| 3. Submission of Proposals | July 23, 2004 |
| 4. Distribution of Written Proposals to Panel Members | July 28, 2004 |
| 5. Submission of Scores for Written Proposals | August 6, 2004 |
| 6. Oral Interviews & Scores | August 12, 2004 |
| 7. Recommendation to Commissioner | September 1, 2004 |

***If you have any questions, please don't hesitate to call.***

Attachments:
- Newspaper ad
- RFP #26 Mystic Educational Center
- Oral Interview Questions
- Scoring Sheets- Reviewer Comments
- Proposals (3)

cc: M. Buczacki, Chairperson Selection Committee (713-5759)
M. Becerra, Administrator
J. Holmes, Deputy Commissioner
A. Ficeto
File

# APPENDIX II

**JUDICIAL's:**

- **Evaluation Guidelines**
- **Property Management RFP**
- **Purchase Order**

**JUDICIAL BRANCH**
OFFICE OF THE CHIEF COURT ADMINISTRATOR
MATERIALS MANAGEMENT – PURCHASING SERVICES
61 WOODLAND STREET, 2ND FLOOR
HARTFORD, CT 06105
(860) 722-5800 FAX: (860) 722-1638

# MEMORANDUM

**TO:** Gerald Rucci, Manager of Facilities
Patrick Caron, Facilities
Ronald Macchio, Court Operations
Gina Mancini Pickett, Clerk, Danielson

**FROM:** Dawn Ashley, Purchasing Services

**DATE:** March 19, 2004

**RE:** Evaluation of Property Management Proposals
#01-3042 Danielson Courthouse

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Enclosed please find the following:

- A copy of the original RFP
- four (4) proposals received in response to the above referenced RFP opened March 12, 2004
- Evaluation guidelines
- Conflict of Interest Statement
- Proposal Ranking Sheet (one for each proposal received)

Please read the attached guidelines prior to rating each proposal. All ranking sheets and the Conflict of Interest Statement will be collected after the meeting.

***The Committee will meet as a group on….. To Be Determined***

Cc: Diana Holdridge, Court Operations

JUDICIAL PURCHASING SERVICES
PROPOSAL EVALUATION GUIDELINES

## EVALUATION PROCESS OVERVIEW

As a general note, individual members of the Evaluation Committee are to have no dealings with the respondents to this RFP during the evaluation process. At any point during the evaluation process, the Committee may request that the respondents answer questions proposed by the Committee. The Purchasing Services Chairperson will make all contacts with the respondents.

The evaluation process will be comprised of two phases. Phase I will be the Individual Analysis and Phase II will be the Group Analysis. Committee members will review all proposals submitted against the RFP requirements and against each other in accordance with the following steps:

***Phase I - Individual Analysis***

Each Committee member should evaluate and score the proposals independently of other Committee members. This review should be completed in ink.

To score a respondent's proposal, read the responses given in the proposal pertaining to services proposed, experience, and cost. Evaluate and assign a numeric score to each of the evaluation criterion noted on the enclosed Proposal Ranking Sheet. Scoring for each criterion shall be determined by multiplying the number of points available for each criterion by the rating assigned by each evaluator based on the scale provide below. Record your total score for each criterion and your total score for each respondent. Comments on strengths and/or weaknesses of each proposal should be recorded in the space provided.

**NOTE:** The proposal ranking sheets must be completed by each individual Committee Member prior to the scheduled Group Meeting. In addition, each Committee Member must read and sign the enclosed Conflict of Interest Statement. Potential conflicts of interest must be immediately brought to the attention of the Chairperson.

***Phase II - Group Analysis***

When all proposals have been evaluated on an individual basis, Committee Members will meet to review the proposals as a group and arrive at a consensus score for each proposal submitted. The individual scores may be changed during this stage to incorporate the group discussion. This will be done during the group discussion, when a Committee Member agrees to raise or lower a specific score. The previous score will be crossed out and the new score will be noted next to the original and initialed by the evaluator. Once all discussion has been completed for a proposal, a revised average score will be calculated for each respondent. The discussion for a cost evaluation will then be conducted. A base cost will be calculated so that cost proposals can be evaluated.

Each respondent's total points will be divided by the total cost to determine the respondent with the highest unit of quality per dollar expended. The ranking of the respondents will be recorded.

Based upon a review of the written proposals, the Committee, at its discretion, may identify those firms they wish to interview prior to final selection. The Chairperson shall coordinate all interviews with the respondent.

After completion of all phases of the evaluation (including interviews if required), the Committee Members will finalize the selection recommendation. The consensus recommendation will be subject to the approval of the Executive Director of the Division or authorized designee.

Contract award is subject to review of the evaluation process and acceptance of the Committee recommendation by the Director of Materials Management.

CONNECTICUT JUDICIAL BRANCH
#01-3042 Property Management of Danielson Courthouse

Conflict of Interest Statement for Reviewing Proposals

In order to prevent potential conflicts of interest in the RFP evaluation and selection process, Committee members reviewing proposals are required to adhere to the following guidelines.

- No one from a responding agency may participate on a committee reviewing proposals from that agency.
- Board members, proposal writers, or any individuals who could receive a direct financial benefit to themselves or their agency may not participate on a committee reviewing proposals where such conflict exists. Current Board members of an agency making a proposal, irrespective of financial benefit, may not participate.
- Any person who has formally or informally assisted or advised an agency or individual concerning the preparation of a proposal, or who has written a letter or reference on behalf of an agency or individual, may not participate.
- In all cases, the integrity of the review process relies on the integrity of the individual reviewers. Each reviewer is expected to disclose any potential conflict of interest in advance of the review committee's deliberations.
- Each reviewer agrees to hold confidential the discussions and outcomes (reviews, votes, summaries) of those deliberations. Inquiries under the Freedom of Information Act will be handled through the Materials Management Unit.
- The Materials Management Unit reserves the right to remove a reviewer from the committee if a conflict of interest is detected.

The undersigned has read and agreed to the above.

| | |
|---|---|
| Name of Reviewer | Cortez White, Chairperson |
| Signature of Reviewer | Date |

**R.F.P. #01-3042**
**Danielson Property Management**

## PROPOSAL RATING SHEET

Proposal of _____

| Criteria | Points (weight) | Rating (0-10) | Score (rating x points) |
|---|---|---|---|
| 1. Understanding of the project, its purpose and scope as evidenced by the written proposal. | [redacted] | | |
| 2. Background and experience<br>a. Company Profile (section 6.B.2)<br>• History of Firm<br>• Projects of similar scope<br>b. Experience of key staff (section 6.B.3) | [redacted] | | |
| 3. Ability to perform all services<br>a. Work Plan (section 6.B.4)<br>• Methodology (Management Approach)<br>• Implementation Plan (programs/procedures)<br>• Transition Plan | [redacted] | | |
| 4. Level of commitment to provide services<br>• Staff Plan (section 6.B.7) | [redacted] | | |
| 5. Price (Purchasing will provide) | [redacted] | | |
| **TOTAL POINTS** | [redacted] | | |

### RATING SCALE

10. Meets criteria to the highest possible degree – could not be better qualified (EXCELLENT)
8. Meets criteria very easily – would have no difficulty with the project. (VERY GOOD)
6. Meets criteria adequately – would have little or no difficulty with the project.(GOOD)
4. Meets criteria barely – would have some difficulty with the project.(FAIR)
2. Somewhat unacceptable – would have great difficulty with the project.(POOR)
0. Thoroughly unacceptable – would not be able to perform the project

(NOTE: Odd numbers in between may also be used)

Comments:_____

_____

_____

_____

_____

_____ _____
Reviewer Date

**JUDICIAL BRANCH**
OFFICE OF THE CHIEF COURT ADMINISTRATOR
MATERIALS MANAGEMENT – PURCHASING SERVICES
61 WOODLAND STREET, 2ND FLOOR
HARTFORD, CT 06105
(860) 722-5800 FAX: (860) 722-1638

# REQUEST FOR PROPOSAL
## INSTRUCTIONS

Please quote us your prices as outlined in this RFP. All prices must be F.O.B. destination and you must show Unit Price, Amount, and Total or RFP may be rejected.

Since the State of Connecticut is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes.

We reserve the right to reject in whole or in part, any or all Proposals submitted.

All products produced under this agreement resulting from this RFP shall remain the property of the Judicial Branch of the State of Connecticut.

The contractor receiving the award agrees and warrants that, in the performance of this contract, he/she will not discriminate nor permit discrimination against any person or group of persons on the grounds of race, sex, sexual orientation, physical challenge or mental disability, color, religion, or national origin and veteran status, in any manner prohibited by the laws of the United States or the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as they relate to the provisions of the General Statutes governing contract requirements.

| | | |
|---|---|---|
| Issued by (Agency): **Judicial Branch - Purchasing Services** | Return Proposal Attention of: **Dawn Ashley** | Proposal Number: 01-4019 |
| Agency Address & Telephone: **61 Woodland Street, Hartford, CT 06105 – (860) 722-5800** | | Date Issued: 7/23/04 |
| Proposal Opening at Above Address – Date and Time: **Thursday, August 12, 2004, at 2:00 p.m.** | | Date Proposal Required: 8/12/04 |
| Signed for Agency: | Title: Buyer | Services Required: on or about 10/1/04 |

**ITEM/CATEGORY:**
**Property Management Services**

[X] **Request for Proposal:**
[X] **Location:** 80, 90, and 100 Washington Street Hartford, CT

[X] **Terms and Conditions (attached)**
[X] **Standards and Specifications (attached)**
[X] **Exhibits A - D (attached)**
[X] **Standard Wage Rate (attached)**
[X] **Mandatory Pre-Bid Conference: August 5, 2004 at 10:30 a.m. at 80 Washington St. Hartford, CT** **(see page 12)**

**Company Name** _____

## PROFESSIONAL SERVICES
## STANDARD INSTRUCTIONS TO PROPOSERS

All Requests for Proposals issued by the Judicial Branch will bind proposers to the Standard Instructions listed below, unless specified otherwise in any individual RFQ/RFP.

1. **Sealed Proposals** – Proposals must be received in sealed envelopes. Telephone or facsimile Proposals will not be considered. Reply envelope shall show the proposer name and proposal number.

2. **Authorized Signature** – Proposals must be signed by a company officer or representative authorized to make contractual commitments.

3. **Late Proposals** – Proposals received after the date and time specified for public opening on Page 1 of this document will not be accepted. Late proposals will be returned unopened.

4. **Price** – Proposals shall include pricing as outlined in the RFP document. In the event of a price discrepancy between the unit prices and extension, unit prices will govern.

5. **Offer Firm** – Responses to this RFP, including proposal prices, must remain firm for a period of **120** days from the published date for submission of proposals. The Judicial Branch shall not be liable for any costs incurred by the proposer in the preparation of this proposal.

6. **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 set forth herein.

7. **Changes to Proposals** – No additions or changes to the original proposal will be allowed after the specified date and time for public opening. While changes are not permitted, clarification at the request of the Judicial Branch may be required at bidder's expense.

8. **Rejection for Default or Misrepresentation** – The Judicial Branch reserves the right to reject the proposal of any proposer that is in default of any prior contract or for misrepresentation.

9. **Award** – Proposals will be evaluated and awarded to the lowest competitive proposer based on quality of the goods and services to be supplied, their compliance with specifications, price, administrative costs, ability to perform within the required time or without delay, skill, judgment and experience, past performance, and financial responsibility. The Judicial Branch reserves the right to award this RFP in whole or in part.

10. **Clerical Errors** - The Judicial Branch reserves the right to correct inaccurate awards resulting from its clerical and administrative errors.

11. **CHRO Compliance** – Proposers shall complete the enclosed Contract Compliance Questionnaire (JD-ES-113) and return with the proposal response.

12. **Collusion** – In submitting a proposal, the proposer implicitly states that the proposal is not made in connection with any competing proposer submitting a separate response to the RFP and is in all respects fair and without collusion or fraud.

13. **Presentation of Supporting Evidence** - If requested, proposer(s) must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth in the RFP or those implied in the RFP.

14. **Ownership of Proposals** -Responses to this RFP are the sole property of the Judicial Branch, and subject to the provisions of Chapter 14 of the Connecticut General Statutes (Re: Freedom of Information).

15. **Amendment or Cancellation of the RFP** - The Judicial Branch reserves the right to amend, modify, cancel or otherwise change this RFP at any time if it deems it in the best interest of the State of Connecticut to do so.

16. **Insurance** - An insurance certificate showing the following minimum requirements must be received by Judicial Purchasing Services prior to commencement of services. A purchase order will be issued upon receipt of appropriate certificate.

| | | | |
|---|---|---|---|
| **A.** | **Worker's Compensation** | - | **CT Statutory Coverage required** |
| **B.** | **Automobile Liability** | - | **$1,000,000.00 (where applicable)** |
| **C.** | **General Liability** | - | **$1,000,000.00** |
| **D.** | **Comprehensive Crime** | - | **$1,000,000.00** |
| **E.** | **Professional Liability** | - | **$1,000,000.00 (where applicable)** |

17. Proposers must initial the following remarks, attach forms where required, and sign the bottom of this offer in the space provided.

(a) _____ I have read and understand the specification and accept all RFP requirements, including, but not limited to the Standard Instructions to Proposers and Contract Terms and Conditions.

(b) _____ **I have received and read a copy of The Notice Concerning Large State Contracts together with its attachments including Public Act 04-245 and the list(s) of individuals involved in preparation of this bid or proposal and I agree to submit the required affidavits, if applicable.**

(c) _____ Check one - Public Act 04-245 - **Is applicable** □ **Is not applicable** □

(d) _____ I have enclosed the completed and signed Contract Compliance Questionnaire (JD-ES-113) and the Federal Certification of Compliance (JD-ES-113F).

(e) _____ The warranty on items purchased under this bid shall be for a ____ month period.

(f) _____ The bid number appears on the sealed envelope.

(g) _____ Delivery of the items included under this bid shall be made within _____ calendar days from receipt of order.

(h) _____ Receipt of Addendum(s) (1)_____ (2)_____ (3)_____ (if applicable).
date rec'd. date rec'd. date rec'd.

| Company Name: | Telephone No: | F.E.I.N. No. |
|---|---|---|
| | Fax No. | |
| Business Address: Street/P.O. Box | City | State Zip |
| Authorized Signature: | Title: | Date Signed: |
| Print Name: | | |

## PROFESSIONAL SERVICES
## TERMS AND CONDITIONS A-AG

A. **Entire Agreement** - The terms and conditions of this RFP constitute the entire agreement between the parties hereto and supersede all previous agreements, promises or representations whether written or oral. The contract resulting from this RFP may not be changed, altered or modified except by an instrument in writing signed by a duly authorized representative of both parties.

B. **Acceptance** - The Contractor agrees to and accepts the terms and conditions stated herein.

C. **Payment Terms** - Payment for services provided to the Judicial Branch are net 45 days upon receipt of invoice unless otherwise agreed to in writing by both parties.

D. **Tax Exempt** - The Judicial Branch is exempt from Connecticut Sales Tax under C.G.S. Sec. 12-412, Federal Excise Taxes, and the provisions of the Federal Robinson-Patman Act.

E. **Applicable Law** - The Contractor shall comply with all Federal, State and local laws, standards and regulations applicable to Contractor's facility and the services being provided under this contract. The Contractor shall defend and save the Judicial Branch harmless against any actions or claims brought against it for losses, costs, or damages by reason of actual or alleged infringements of letter of patent and/or copyright.

F. **Default by the Contractor** - If the Contractor defaults or otherwise fails to comply with any of the terms, conditions and provisions set forth in this RFP or in any of the attachments which are part of this RFP, the Judicial Branch may elect to pursue any one or more of the following remedies in any combination or sequence:

- seek damages.
- withhold or reduce payments.
- suspend services.
- require that unexpended or improperly expended funds be returned to the Judicial Branch require the contractor to correct or cure such default to the satisfaction of the Judicial Branch.
- terminate the contract.
- take such other action as deemed appropriate and in the best interests of the Judicial Branch, along with other remedies provided by law, including but not limited to procuring the services from another source(s) and charging the contractor for any excess costs incurred or damages occasioned thereby.

G. **Claims and Controversies** - Any controversy or claim arising out of this Agreement shall be construed and interpreted in accordance with applicable State of Connecticut and federal law. This provision shall not be deemed to be a waiver of sovereign immunity. The Contractor shall notify the Judicial Branch of any claim or controversy brought against it by any person or entity during the term of this agreement.

H. **Performance Standards** - The Contractor agrees that all services shall be performed with skill and professional competence in accordance with the terms and conditions of this contract.

I. **Evaluations** - The Judicial Branch reserves the right to inspect, monitor, or otherwise evaluate the work being performed under this contract. The Contractor agrees to cooperate with the Judicial Branch in the monitoring and evaluation of services, which shall include, but not be limited to, providing reasonable access to and use of Contractor's facility for such purposes.

J. **Delay** - If services are not provided within the time specified or within a reasonable time, if no time is specified, the Judicial Branch may exercise its options as outlined in Paragraph F herein.

K. **Contingencies** - Neither party hereto shall be liable to the other for default or delay in delivering or accepting services hereunder if such default or delay is caused by fire, strike, riot, war, Acts of God, delay of carriers, governmental order or regulation or other contingency beyond the reasonable control of the respective parties. The Contractor shall give notice to the Judicial Branch of any such unavoidable delays or defaults.

L. **Non-Waiver** - Failure of the Judicial Branch to insist upon strict performance of any terms and conditions herein shall not be deemed a waiver of any rights or remedies the Judicial Branch may have, nor deemed a waiver of any rights or remedies the Judicial Branch may have for any subsequent default.

M. **Equal Opportunity** - The Judicial Branch of the State of Connecticut is an Equal Opportunity employer and purchaser. No employee or applicant for employment or vendor will be discriminated against because of race, color, religious creed, marital status, national origin, ancestry, sex, sexual orientation, age, present or past history of mental disorder, mental retardation or physical disability including but not limited to blindness, or veteran's status.

N. **Civil Rights Agreement** - (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, 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, 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 on Human Rights and Opportunities; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contractor 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 section 4a-60, 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 Section 4a-60, 4a-60a, 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to Connecticut General Statutes Section 46a-56, 46a-68e and 46a-68f; and (5) the contractor agrees to provide the Commission on Human Rights and Opportunities and the Judicial Branch with such information, requested by them, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of Connecticut
General Statutes Section 46a-56 and 4a-60. 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.

O. **Non-discrimination Regarding Sexual Orientation** - (a) (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 section 4a-60a 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 section 4a-60a and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the Connecticut Gen. Stat.; (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 Sections 46a-56 and 4a-60a of the Conn. Gen. Stat.; (b) The contractor shall include the provisions of subsection (a) of section 4a-60a of the Conn. Gen. Stat. 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 of the Conn. Gen. Stat; 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.

P. **Americans With Disabilities Act of 1990** - This clause applies to those contractors which are or will come to be responsible for compliance with the terms of the Americans with Disabilities Act of 1990 (42 USCS Section 12101-12189 and Sections 12201-12213) (Supp. 1993); 47 USCS Sections 225, 611 (Supp. 1993). During the term of the contract, the contractor represents that it is familiar with the terms of this Act and that it is in compliance with the law. The contractor warrants that it will hold the state harmless from any liability which may be imposed upon the State as a result of any failure of the contractor to be in compliance with this Act.

Where applicable, the contractor agrees to abide by the provisions of section 504 of the federal Rehabilitation Act of 1973, as amended, 29 USC Section 794 (Supp. 1993), regarding access to programs and facilities by people with disabilities.

Q. **Governing Law** - This contract and any resulting purchase order shall be governed by and construed in accordance with the laws of the State of Connecticut.

R. **Cancellation** - This contract may be canceled by the Judicial Branch upon 30 days written notice to the Contractor. In the event of cancellation, all monies due shall be prorated against the value of services accepted by the Judicial Branch.

S. **Contract Period** - The contract period shall be for **45** months commencing on the **1st** day of **October**, 2004 unless funding is withheld for the next fiscal year by the Connecticut General Assembly. This contract may be extended under the same terms and conditions for an additional one-year (1) period in a writing signed by both parties. The entire term of this contract may not cover more than five (5) years (including extensions).

T. **Contract Price** - Prices must remain firm during the contract period. Price increases shall not be granted unless specifically allowed for in this contract and described in a document signed by both parties.

U. **Contract Amendments** - Any changes to the agreement will be made in the form of a written amendment signed by both parties.

V. **No Joint Venture** – Nothing contained in this contract shall be construed as creating a joint venture, partnership, or employment relationship among the parties hereto, nor shall any party have the right, power, or authority to create any obligation or duty, express or implied, on behalf of any other party.

W. **Subcontractors** - The Contractor shall not subcontract for any of the services required under this contract without prior written approval from the Judicial Branch. Subcontractors shall be bound by all the terms and conditions of this contract. Subcontractor(s) shall not relieve the prime Contractor(s) of its responsibilities under this contract. The Judicial Branch reserves the right to approve or reject any and all subcontractors and or subcontractor agreements.

X. **Indemnification** - The Contractor hereby agrees to indemnify and hold the State of Connecticut Judicial Branch, its agents, employees, public officials and representatives harmless from any and all claims, causes of action, demands for damages, or liabilities of any kind, including the reasonable costs to defend such actions regardless of whether such action is successful or not, brought by any person or entity whatsoever, arising from any act, error, or omission of the Contractor and or its employees during or resulting from Contractor's activities (including those of its subcontractors) under this contract.

Y. **Litigation** - The Contractor agrees to notify the Judicial Branch if the Contractor is, or has a reasonable cause to expect to be subject to litigation.

Z. **Financial Instability** - The Judicial Branch may terminate the contract without termination costs if the Contractor becomes financially unstable, thereby threatening the ability of the Judicial Branch to obtain the services provided for under this contract. The Judicial Branch shall give thirty (30) days prior written notice to the Contractor of the intent to terminate the contract under the provisions of this paragraph.

AA. **Ownership of Subsequent Products** - Any product, in whatever state of completion and whether acceptable or unacceptable, developed under a contract awarded as a result of this contract shall be the sole property of the Judicial Branch. Contractor agrees that work performed under this contract is a "work made for hire" and that the Judicial Branch shall be the sole and exclusive owner and copyright proprietor of all rights, title and interest in and to the work.

If for any reason the work does not constitute a "work made for hire" under applicable law, the Contractor agrees to irrevocably transfer and assign to the Judicial Branch ownership of the entire right, title and interest in and to the work and all rights associated with copyrights. Contractor agrees to execute all papers and to perform such other proper acts as the Judicial Branch may deem necessary to secure for Judicial the rights herein assigned.

AB. **Prohibition Against Assignment** - The Contractor shall not transfer, pledge or otherwise assign this contract or any rights or responsibilities hereunder, to any third party without prior written consent from the Judicial Branch.

AC. **Copyrights** - The Contractor shall obtain any necessary authorization(s) for usage of any copyrighted material that the Contractor may distribute under this contract. The Judicial Branch is hereby granted a royalty-free, non-exclusive right and license to produce, reproduce, publish, distribute or otherwise use, and to authorize others to use for any governmental or public purpose, any materials prepared, created or distributed for use in the performance of this contract.

Unless otherwise indicated, the State of Connecticut Judicial Branch retains exclusive rights to ownership in its copyrighted protected works. All rights are reserved and any reproduction, adaptation, distribution, dissemination or making available of such copyrighted works is strictly prohibited unless prior written authorization is obtained from the Judicial Branch.

AD. **Record Keeping and Access** - The Contractor shall maintain books, records, documents, programs and individual service records and other evidence of its accounting and billing procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature incurred in the performance of this contract. These records shall be subject at all reasonable times to monitoring, inspection, review or audit by authorized employees or agents of the State or applicable Federal agencies. The Contractor shall retain all such books, records, other financial and program and individual service documents concerning this contract for a period of three (3) years after each completed audit.

AE. **Safeguarding Client Information** - The Contractor agrees to safeguard the use and disclosure of information concerning all applicants for and all clients who receive service under this contract in accordance with all applicable Federal and State laws concerning confidentiality. Any Contractor considered a "covered entity" under the Health Insurance Portability and Accountability Act of 1996 (HIPAA), agrees to follow HIPAA's privacy regulations governing the use of protected health information. The Contractor is solely responsible for any disclosure of information in violation of Federal and State law by it, its employees and agents. Upon termination of this contract, whether for cause or otherwise, the Contractor agrees to dispose of all client records in a manner determined by the Judicial Branch.

AF. **Confidentiality of Records and Computer Files** – The Contractor agrees on behalf of the Contractor and the Contractor's principals, employees, agents, heirs, successors, and assigns that (1) they may only access such Judicial Branch data, files, records, computers, or other systems, as specifically set forth herein, and as are necessary for the performance of the Contractor's duties under this Judicial Branch contract, if any, and, (2) they may only disclose, advertise, advertise for sale, sell, or rent, in any form or use any information obtained or created from, or by the work performed, pursuant to this Judicial Branch contract as specifically set forth in this contract. The Contractor shall take such reasonable actions as are necessary to protect the confidentiality of Judicial Branch records and computer files including, at a minimum, instructing each person assigned to work under this contract on the Contractor's behalf of the prohibition to access, use, or disclose information not specifically authorized by this contract. Any claim, harm or alleged harm, injury or alleged injury, resulting from the unauthorized use or unauthorized disclosure of such information obtained by the Contractor and/or the Contractor's principals, employees, agents, heirs, successors, and assigns from work performed pursuant to this Judicial Branch contract, shall subject the Contractor to the indemnification provisions of this contract in addition to all other rights and remedies available to the Judicial Branch pursuant to this contract and law.

AG. **Notice of Adverse Findings of Discrimination** - Contractors that receive United States Department of Justice funds shall submit directly to the U.S. Department of Justice and the Judicial Branch notice of any adverse findings of discrimination issued within the past three years after the opportunity for a due process hearing by any State or Federal administrative agency or court. Submissions under this provision should be forwarded to: U.S. Department of Justice Programs, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Suite 8135, Washington, DC 20531 and the Materials Management Unit, the Judicial Branch of the State of Connecticut, 61 Woodland Street, Hartford, CT 06105.

RFP #01-4019

## BID PROPOSAL SHEET

## PROPERTY MANAGEMENT SERVICES

80, 90 & 100 Washington St., Hartford

Respondents shall quote fixed pricing as outlined below for each year of the contract. **All prices on this page shall remain fixed and billed as "fixed fees" (see Attachment 1, Article 5).** Respondents must also provide a detailed breakdown of service costs on the Supplemental Price Sheet attached hereto.

MANAGEMENT FEE: The lump sum fee must include, but not be limited to all non-reimbursable costs outlined in Attachment 1, Article 3, Section 3.4.

CONTRACTOR'S EMPLOYEE COSTS: Provide annual salaries (by classification) for all proposed staff which must include, but not be limited to all costs outlined in Attachment 1, Article 3, Section 3.2.

PRE-OCCUPANCY: **Pre-occupancy is required at 90 Washington St., Hartford only**. All costs shall be included as outlined in Paragraph 4E, Scope of Services.

### 90 WASHINGTON STREET

| | Pre-Occupany 10/1/04-12/31/04 | Initial Term 1/1/05-6/30/05 | Year II 7/1/05-6/30/06 | Year III 7/1/06-6/30/07 | Year IV 7/1/07-6/30/08 |
|---|---|---|---|---|---|
| Fixed Mgmt. Fee | $_____/mo | $_____ | $_____ | $_____ | $_____ |
| Classifications | | | | | |
| Property Manager | $_____/mo | $_____ | $_____ | $_____ | $_____ |
| Building Supervisor | $_____/mo | $_____ | $_____ | $_____ | $_____ |
| Building Maintainer | $_____/mo | $_____ | $_____ | $_____ | $_____ |
| Other: _____ | $_____/mo | $_____ | $_____ | $_____ | $_____ |

### 80/100 WASHINGTON STREET

| | Initial Term 10/1/04-6/30/05 | Year II 7/1/05-6/30/06 | Year III 7/1/06-6/30/07 | Year IV 7/1/07-6/30/08 |
|---|---|---|---|---|
| Fixed Mgmt. Fee | $_____ | $_____ | $_____ | $_____ |
| Classifications | | | | |
| Property Manager | $_____ | $_____ | $_____ | $_____ |
| Building Supervisor | $_____ | $_____ | $_____ | $_____ |
| Building Maintainer | $_____ | $_____ | $_____ | $_____ |
| Other: _____ | $_____ | $_____ | $_____ | $_____ |

Name of Respondent_____ Date_____

RFP #01-4019

## SUPPLEMENTAL PRICE PROPOSAL SHEET
### 80,90 &100 Washington St., Hartford

**Instructions:** Rate must be given for either hourly or cost/year. **If no charge use "NC". For in-house use "IH" or subcontract use "sub".** Do not complete shaded areas.

| | Provided In-house No Additional cost | In-House Additional Cost or Subcontract | Cost/Year Average | Cost/Call or Hourly Rate | Premium Hrs. and Rate i.e. After 5:00 & Weekends Time & 1/2 |
|---|---|---|---|---|---|
| JANITORIAL | | | | | |
| HVAC - PM | | | | | |
| HVAC - REPAIRS | | | | | |
| ELECTRICAL-LIGHT | | | | | |
| ELECTRICAL-REPAIRS | | | | | |
| BOILERS - PM | | | | | |
| PLUMBING-LIGHT | | | | | |
| PLUMBING-REPAIRS | | | | | |
| JTSIDE GROUNDS | | | | | |
| SNOW REMOVAL | | | | | |
| LOCKSMITH | | | | | |
| GLASS | | | | | |
| ELEVATOR - PM | | | | | |
| ELEVATOR - REPAIRS | | | | | |
| FIRE PROTECTION SYS. TESTING & REPAIR * | | | | | |
| PEST CONTROL | | | | | |
| REFUSE REMOVAL | | | | | |
| CARPENTRY - LIGHT | | | | | |
| PAINTING | | | | | |
| UNIFORMS | | | | | |

* Includes fire alarms, sprinklers and extinguishers

### CAPITAL IMPROVEMENTS

Specify fixed fee, if any, or percentage of total project cost for supervising capital improvement projects _____.

# REQUEST FOR PROPOSAL

## PROPERTY MANAGEMENT SERVICES
80,90 &100 Washington Street
Hartford, CT

## 1. INTENT

The State of Connecticut, Judicial Branch is soliciting proposals from experienced property management firms to provide twenty-four (24) hour facility management, operation and maintenance services for 80, 90 & 100 Washington St., Hartford, CT.

## 2. DESCRIPTION OF PROPERTIES

This contract will incorporate three properties under one management contract.

**80 Washington Street:** Total square footage is 54,000 with surface parking for approximately 120 cars. See Attachment 2 for Equipment Schedule.

**90 Washington Street:** Superior Court expansion and administrative offices. Total Square footage is 80,000 with surface parking for 162 cars (91 at 90 Washington St. and 71 at 90-98 Cedar St.) Facility has private circulation systems for staff and public, including separate holding facilities. See Attachment 2 for Equipment Schedule.

**100 Washington Street:** This property is comprised of three (3) buildings. The Judicial Branch occupies the building which fronts Washington Street referred to as the 100 Washington Street Judicial Branch Facility. The building has three levels and consists of approximately 20,077 square feet. There is surface parking for approximately 100 cars. See Attachment 2 for Equipment Schedule.

The second and third buildings house the State Police Barracks Troop H and a garage used by the State Police for Parking. **Property management services for the State Police Barracks and the garage are limited to the exterior grounds, mechanical maintenance and HVAC system maintenance ONLY.**

## 3. BIDDER'S CONFERENCE

A **MANDATORY** bidder's conference will be held on ***August 5, 2004 at 10:30 a.m.***. Attendance is mandatory for all prospective bidders. RFP responses from organizations failing to attend the pre-bid conference will be rejected. On street parking is available. Bidders shall gather in the main gallery of **80 Washington St.** prior to the 10:30 a.m.

## 4. SCOPE OF SERVICES

The successful contractor shall be required to provide 24 hour comprehensive property management services as described below and in accordance with Attachment 1-Performance Details, attached hereto and made a part of this RFP. The contractor shall:

A. Provide preventative maintenance and repair of the property, including, but not limited to, the grounds, walkways, parking lots and supporting HVAC, mechanical, electrical including lighting, and plumbing systems to keep same in good working order.

B. Provide for and schedule periodic inspections for boilers, fire protection systems, such as fire alarms and fire extinguishers, elevator(s), and other inspections as required by local, state and federal laws, codes, and regulations.

C. Provide for efficient custodial and building maintenance which shall include, but not be limited to: janitorial cleaning services, refuse removal and recycling, pest control services, snow removal, sanding and ice control, sweeping the parking lot, providing paper products and supplies for restrooms, locksmith services, landscaping and lawn care, replacement of lamps and tubes for lighting and glass replacement.

D. Provide for on site staff coverage between the hours of 7:00 a.m. to 6:00 p.m., Monday through Friday and after hours call back emergency coverage. Staff coverage must always include one staff member on-site who can represent the contractor having the authority and ability to make decisions on behalf of the Contractor during the specified hours.

E. Pre-Occupancy Staffing - Provide a Building Supervisor or technical person between the hours of 7:30 a.m. and 4:00 p.m. commencing September 13, 2004 at 90 Washington Street for instruction on the new HVAC equipment, etc., by the on-site contractor before the building is turned over to the Judicial Branch. This individual shall: (1) act as the Judicial Branch's on-site liaison in routine matters, (2) accept and sign for furniture and equipment deliveries, (3) review and become acquainted with the building and the operation of all systems, and (4) work with Facilities Unit to assure a smooth move-in.

F. Implement 24 hour procedures and protocol for responding to emergencies and inclement weather that affect the life, safety, property and the successful delivery of courthouse operations. Said procedures shall be filed with the Judicial Branch Facilities Unit within six (6) months of the contract award.

G. Implement, maintain, and place on file with the Judicial Branch Facilities Unit a facility security program that will preserve the security of the building, its occupants and contents in accordance with Attachment 1, Section 1.11 & 1.12.

H. Designate a safety program officer to coordinate all building code, fire, and safety issues and to implement, maintain and place on file with the Judicial Branch Facilities Unit; (1) effective administration of OSHA regulations and training requirements, (2) an employee safety training program, (3) a materials safety data program for all chemicals used on the site, and (4) a disaster plan.

I. Maintain positive tenant relations. In conjunction with designated Judicial Branch personnel, develop and implement procedures for defining and ensuring prompt handling of routine tenant service requests, including a protocol for request for work to be performed. Said procedures shall be filed with the Judicial Branch Facilities Unit.

J. Contract for all maintenance, repairs, services and supplies in accordance with the procurement policies and procedures outlined in Attachment 1.

K. Provide for twice daily delivery of parcels to building tenants as needed.

L. Provide for moving and or relocating furniture and or equipment within the building as may be required by Judicial Branch personnel.

M. Prepare an annual budget which details all expenses related to the overall management, administration, and operation of the property. Each annual budget shall be filed with the Judicial Branch Facilities Unit for review and approval between March 1 and April 30th of each year.

N. Perform fiscal accounting of all expenditures which shall include, but not be limited to, monthly operating reports, prompt payment to vendors for services, repairs, and related supplies, preparation and maintenance of inventory control, preparation of all fiscal year-end close-out accounting documents, and annual audits by the Judicial Branch or independent firms.

O. Planning and supervision of capital and tenant improvements, including construction management, in accordance with Attachment 1, Article 1, Section 1.9.

P. Implement energy conservation practices and programs.

Q. All maintenance, repairs, and services must be scheduled with designated Judicial Branch personnel. Certain areas of the building may be inaccessible during normal business hours.

## 5. PROPOSAL SUBMISSION GUIDELINES

A. Proposals must be received prior to the proposal submission deadline specified on Page 1 of this RFP. Late proposals will not be accepted.

B. Proposals must be submitted in sealed envelopes and must clearly indicate the RFP number, the date and time proposal is due and name and address of respondent.

C. The proposal must be signed by an authorized official. The proposal must also provide the names, titles, and phone numbers of those individuals with authority to negotiate and contractually bind the company and for the purpose of clarifying the information provided.

D. One original (clearly marked as such) and six (6) identical copies of the proposal must be submitted prior to the submission deadline.

E. All proposals must be typewritten on 8-1/2 x 11 paper and placed in binders with a table of contents and tabs delineating each section. Proposals must be organized and indexed in the format identified. Each section must contain all items in the sequence identified.

## 6. FORMAT AND CONTENT OF PROPOSALS

A. **Letter of Transmittal:** A letter of transmittal addressed to Ms. Dawn Ashley, Purchasing Manager, shall include a statement by the respondent accepting all terms and conditions contained in this RFP and a brief discussion of the respondent's ability to perform this contract in accordance with the Scope of Services. Any exceptions to the stated terms and conditions must be explained in the transmittal letter. Only those terms and conditions identified as exceptions in the letter of transmittal may be considered for negotiation.

B. **Detailed Proposal Which Includes:**

1. Project Understanding: Provide a written summary, in sufficient detail, to demonstrate an understanding of the project, its purpose, and scope.

2. Company Profile:
   - Provide a detailed written summary of your company's history and experience in providing comprehensive property management services.
   - Provide an Organizational Chart of the company and a brief profile of the responsibilities of all company staff.
   - Provide a detailed discussion that clearly demonstrates your company's financial strength and its available resources. Identify all principals in the company and their percentage of ownership. If a corporation, submit a current corporate record print-out from the Secretary of State's Office.

- Provide a list of references and properties currently and previously managed in Connecticut of comparable size or larger. References should include a contact person and telephone number.
- Provide a brief discussion that demonstrates your experience with management of multiple building properties as well as experience with pre-occupancy services and the opening of a building.
- Respondents must be prepared to provide evidence of financial stability which shall include, but not be limited to, financial statements prepared by an independent Certified Public Accountant.

3. Project Team: Identify a project manager and all key personnel designated to work on this contract, their specific background and experience, and their areas and levels of responsibility. Provide resumes and a list of duties for the project manager and all key personnel assigned to the project. In the event that any such personnel are removed from the subject assignment, the information required herein shall be submitted for any and all replacement personnel.

4. Work Plan: Respondent's work plan must include:

- A statement that clearly describes your company's management philosophy.
- A detailed description of how you would implement the following:
  1. Maintenance and Repair Program
  2. Security Program
  3. Safety Program
  4. Procurement Procedures
  5. Accounting Procedures
  6. Quality Control Program
  7. Energy Conservation Program
- A detailed description of all services to be performed in-house.
- A detailed description of your company's procedures for hiring new personnel, including credit checks and criminal background checks.
- A detailed description of your company's methodology in handling tenant requests.
- A detailed description of how your work plan is adjusted for a multiple building property such as this.
- A detailed transition plan that clearly describes how your company plans to transition from Judicial Branch's current outside management vendor. Include a transition timetable with target dates per task.

5. Price Proposal: Prices quoted shall be considered not to exceed amounts. Respondents shall:
   - Complete price proposal sheet, including supplemental pricing.
   - Provide a detailed breakdown of all costs included in their lump sum Management Fee for pre-occupancy as well as the initial term and subsequent contract years.
   - Provide a detailed breakdown of all equipment, if any, that the Judicial Branch must provide. Include all associated costs.

6. Bid Bond in accordance with Paragraph 7.

7. Staffing Plan: Provide a detailed staffing plan. The plan must include recommended staffing levels (specify daily coverage, supervision, and decision making). Include detailed job descriptions for all staff classifications proposed and percentage of time allocated.

   Provide a detailed staff plan for Janitorial Services which shall include how services are provided (i.e., on-staff vs. Subcontracting); number of personnel and their roles; and estimated hours per week.

8. CHRO Status: Completion of the Contract Compliance Questionnaire JD-ES-113 and the Federal Certification of Compliance (JD-ES-113F).

9. Proposal Signature: Page 3 of this RFP must be completed, signed and included with the RFP submission.

10. Gift Affidavit: Completed and signed. **Failure to submit the Gift Affidavit, if applicable, will be cause for disqualification.**

## 7. BONDING REQUIREMENTS

A bid bond or certified check in an amount equal to ten percent (10%) of the management fee quoted for Year I must be submitted with the proposal. Upon notice of award, the successful contractor shall be required to submit a performance bond and labor and materials payment bond in an amount equal to 100% of the annual management fee, within (10) business days of the date of award. Failure to deliver said Bonds within the specified time shall void said award.

## 8. EVALUATION AND SELECTION

All Proposals will be evaluated by an evaluation committee in accordance with the following criteria.

During this time, Purchasing may initiate discussions with vendors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals; however, proposals may be evaluated without such discussions. Discussions shall not be initiated by respondents.

The respondents submitting the best competitive proposals, determined as follows, **MAY** be invited to an interview prior to final selection. The Judicial Branch reserves the right to award this contract based on the written proposals only.

- The respondents understanding of the project, its purpose and scope as evidenced by the proposal submitted.
- Demonstrated background, knowledge, and experience of the respondent and respondent's staff, including its subcontractors, in providing comprehensive property management services.
- Respondent's administrative management experience and abilities as demonstrated in the policies and procedures included in the respondent's work plan.
- Respondent's level of commitment and ability to provide all services outlined in this project, as demonstrated by respondent's Staffing Plan.
- Respondent's financial stability.
- References.
- Competitiveness of Price Proposal.
- CHRO Status - State of Connecticut Contract Compliance Questionnaire and Federal Certification of Compliance (JD-ES-113F)
- Compliance with Public Act 04-245 - *An Act Strengthening Ethics Laws Concerning Financial Disclosure, Gifts and State Contractors.*
- Results of interview (if applicable).

## 9. CONTRACT AWARD

This contract award shall be made to the vendor whose proposal is most advantageous to the Judicial Branch, taking into consideration the evaluation factors set forth in the RFP.

## 10. STANDARD WAGE RATES

Effective July 1, 2000, standard wage rates as determined by the Labor Commissioner must be paid to any employee of the Contractor in the provision of food, building, property or equipment service contracts in excess of $49,999.00 annually. (Public Act No. 99-142)

A copy of the current standard wage rates are include with the RFP documents.

# ATTACHMENT 1

**Performance Details**
**Property Management Services**
**80, 90 & 100 Washington St., Hartford**

## 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 standards, 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 assets of the Judicial Branch. In this capacity, the contractor shall deal at arms length with all third parties and the contractor shall serve the Judicial Branch's interests at all times. The contractor shall not do business with any affiliate of the contractor without the prior written consent of the Judicial Branch.

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 of Connecticut or the Judicial Branch, 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 Judicial Branch 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 as part of the approved operating budget.

It is understood that this contract is for services and not employment and that, as such, neither the contractor nor any of the Contractor's employees shall be entitled to any employment benefits from the Judicial Branch such as, but not limited to: vacation, sick leave, holiday pay, insurance or worker's compensation.

**ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES** - Continued

1.4 Compliance with Laws - The contractor shall be responsible for determining full compliance with federal, State and municipal laws, ordinances, rules, regulations and orders relative to the use, operation, and maintenance of the property. Special attention should be given, but not limited to, the regulations of OSHA pertaining to blood and airborne diseases, lead paint and asbestos management and abatement procedures and HAZCON procedures including the maintenance of fully compliant Material Safety Data Sheet Logbooks, OSHA 200 sheets and related training programs. The contractor shall promptly notify the Judicial Branch of any violation of any such law, ordinance, rule, regulation or order which comes to the contractor's attention, and take action with Judicial Branch's approval to promptly remedy such violation.

Actions to remedy violations may be implemented prior to obtaining the approval of the Judicial Branch if the estimated expenses to be incurred do not exceed $1000.00 in any one instance. When more than $1,000.00 is required or if the violation is one for which the Judicial Branch might be subject to a penalty, the contractor shall notify the Judicial Branch by the end of the next business day so that prompt arrangements may be made.

1.5 Approved Operating Budget - The contractor shall prepare and submit to the Judicial Branch, within fifteen (15) working days from the date of award notification, a revised operating budget for the operation, management and maintenance of the property for year 1 (or initial term) of the contract and then annually thereafter, sixty (60) days prior to July 1 of the new fiscal year.

The Judicial Branch 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 costs 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 Judicial Branch 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 Judicial Branch a monthly report covering the matters set forth in Article 5 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.

**ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES** - Continued

1.7 Competitive Bidding - All contracts for repairs, goods and services exceeding $1000.00 shall be awarded on the basis of competitive bidding, solicited in the following manner:

A. Purchases between $1,000.00 to $1,999.99 require a record of three faxed/written quotes from qualified vendors.

B. A minimum of three (3) sealed bids shall be obtained for any contract over $1,999.99 up to $9,999.99. Purchases of $10,000.00 or more require 3 written bids through an advertised sealed bid process.

C. Each bid will be solicited in a form prescribed by the Judicial Branch so that uniformity will exist in the bid form. The Judicial Branch reserves the right to review bid specifications prior to solicitation.

D. All bids in excess of $1,999.99 are subject to the approval of the Judicial Branch. The Judicial Branch reserves the right to accept or reject any and all bids.

E. If the contractor advises acceptance of other than the lowest bid, the contractor shall adequately support, in writing, its recommendations to the Judicial Branch

F. The contractor shall obtain proof of insurance from the selected vendor, on all service and repair contracts prior to commencement of work or services.

1.8 Rights to Property - At the conclusion of this contract, the Judicial Branch reserves the right to exercise its option to take possession of equipment, supplies or services approved by the Judicial Branch for purchase, installment purchase or lease purchase by the Contractor under this contract. The Judicial Branch shall notify the Contractor of its intention to exercise its option within sixty (60) days of the expiration of this contract, or when the contract is terminated, with or without cause, by the Judicial Branch.

The Judicial Branch's exercise of the rights identified herein shall not include the assumption of any liabilities, except at the Judicial Branch's option, or to pay any remaining balance due under a lease purchase agreement or installation purchase agreement for equipment or any maintenance agreements in force for equipment acquired through funds administered under this contract. The Contractor shall make reasonable efforts to provide the Judicial Branch with access to such equipment, supplies, related agreements or other documentation germane to the aforementioned property rights.

**ARTICLE 1 - CONTRACTOR'S RESPONSIBILITIES** – Continued

1.9 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 Judicial Branch. As a condition to obtaining such consent, the contractor shall supply the Judicial Branch with a copy of the proposed contract and shall state to the Judicial Branch 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, (c) be for a term not to exceed the term of this management contract and include a provision for cancellation thereof upon not less than 30 days' written notice without cause, and upon not less than three (3) days' notice for cause, (d) require that all repair and service vendors provide evidence of sufficient insurance and (e) be within the guidelines set forth in the approved operating budget. Unless the Judicial Branch specifically waives such requirements, all service contracts shall be subject to the bidding requirements under the procedures as specified in Section 1.7

1.10 Repairs - The contractor shall supervise, at the option of the Judicial Branch, all ordinary and extraordinary repairs, decorations and alterations, capital improvements, remodeling and occupant improvements, all subject to the terms of this agreement.

In case of an emergency, the contractor may make expenditures for repairs without prior written approval of the Judicial Branch up to $1,999.99, if such repairs are necessary to prevent property damage or personal injury. The Judicial Branch must be informed of any such expenditures before the end of the next business day. If an emergency expenditure is more than $1,999.99 a reasonable attempt must be made to contact Judicial Facilities Unit representatives before proceeding.

1.11 Cooperation - Should any claims, demands, suits or other legal proceedings be made or instituted by any person against the Judicial Branch in connection with this agreement, the contractor shall give the Judicial Branch all pertinent information and reasonable assistance in the defense or other disposition thereof.

1.12 Security Procedures - Security is a major concern in Judicial Branch facilities. The Judicial Branch must preserve court case evidence, confidential information and judge's security. The contractor shall perform reference, credit, and criminal background checks on all on-site staff including subcontractors. The contractor shall maintain a file containing employee resumes (where applicable); completed employment applications; three professional references with a report of the reference's comments; credit checks; and criminal background checks. The contractor shall supply copies of this information to the Judicial Branch Facilities Unit, prior to allowing any new or existing employee or cleaning staff member onto the property. The contractor grants the Judicial Branch the right to decide if an employee of the contractor will be allowed on-site. The Judicial Branch also retains the right to require that an employee of the Contractor or subcontractor be kept out of our facility or assigned with limited access to certain areas of the courthouse.

1.13 Building Security - Contractor will be responsible for opening and closing of the facility and other related physical plant security issues. It is to be noted that court operational security issues are the responsibility of the Judicial Branch Marshal Services.

## ARTICLE 2 - CONTRACTOR'S INSURANCE

2.1 The contractor shall provide and maintain general liability insurance 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 of Connecticut Judicial Branch as it appears herein, and shall annually provide the Judicial Branch with a certificate of insurance to this effect. The Contractor shall additionally provide and maintain standard fire and casualty insurance, including extended coverage, vandalism, malicious mischief, and special extended coverage ("all risks") in the amount of $1,000,000.00 to protect the Judicial Branch's interest in its property as appears herein, and shall annually provide the Judicial Branch with a certificate of such fire and casualty insurance to this effect.

2.2 In addition, the Contractor shall have employee dishonesty and depositors forgery insurance in an amount to cover all business liabilities and shall annually provide the Judicial Branch with a certificate of such dishonesty and depositors forgery insurance.

In case any claim, action, cause of action, suit, proceeding, litigation is brought against the Judicial Branch, 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 Judicial Branch.

2.3 The State of Connecticut Judicial Branch must be named as an additional insured as its interest may appear on all insurance certificates required in Paragraphs 2.1 and 2.2 above. All insurance shall be at the Contractor's sole expense. The Judicial Branch will not reimburse the contractor for the contractor's cost of such insurance or for any and all other insurance that the Contractor obtains for its own account. The Contractor shall provide the Judicial Branch with at least ten (10) days prior written notice of cancellation of, or any material change in, the insurance coverage.

2.4 Subcontractors' Insurance - The contractor shall require that all subcontractors have insurance coverage at the subcontractors' expense, in the following minimum amounts:

A. Workers' compensation: statutory amount.
B. Comprehensive general liability: $1,000,000.00 bodily injury for each occurrence and an aggregate of $100,000.00 for property damage.
C. Automobile: statutory amount.
D. Comprehensive Crime Insurance Coverage: $1,000,000.00.

The contractor must obtain the permission of the Judicial Branch to waive any of the above-mentioned requirements. Higher amounts, at the discretion of the Judicial Branch, 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 Judicial Branch. Copies of all paid invoices shall be forwarded to the Judicial Branch together with the contractor's monthly report.

3.2 Contractor's Employee Costs - The contractor will be reimbursed by the Judicial Branch 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 properly, adequately, safely and economically manage, operate and maintain the property, provided that such positions 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.

NOTE: Prices quoted for all staffing specifically named on the Bid Proposal Sheet shall remain firm and fixed throughout the term of this contract. Fixed price invoices shall be submitted for each of these employees and can not exceed the proposed rate. The Contractor can not bill for staff sick or vacation days unless alternative coverage is provided. Any additional services requested, approved by Facilities, and performed by these employees can be invoiced separately.

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 Judicial Branch:

A. Actual cost of all items set forth in the approved operating budget;
B. The cost of emergency repairs approved by the Judicial Branch, Facilities Unit.

**Note:** Utility charges will be billed directly to the Judicial Branch with a copy forwarded to the contractor for utility consumption monitoring purposes.

3.4 Nonreimbursable Costs - The following expenses or costs incurred by the contractor in connection with the management, operation and maintenance of the property shall be the expense of the contractor and will not be reimbursed by the Judicial Branch:

A. Gross salaries 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.

ARTICLE 3 - PAYMENT OF EXPENSES – Continued

D. Cost of electronic data processing equipment, or any pro rated charge thereof, whether located at the property or at the contractor's office off the property.

E. Cost of electronic data processing services, or any prorated 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 Judicial Branch.

I. Cost attributable to litigation or lawsuits arising from allegations of negligence or fraud on the part of the contractor and the contractor's employees and agents.

3.5 Method of Reimbursement - The contractor shall include in monthly reports, as set forth in Article 5, an itemized invoice requesting a total monthly payment. Such invoice shall include all reimbursable costs as well as the monthly fixed costs.

## ARTICLE 4 - TERMINATION

4.1 Termination on 30 Days' Notice - The Judicial Branch may terminate this agreement without cause by giving the contractor at least thirty (30) days' prior written notice.

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

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

## ARTICLE 5 - MONTHLY REPORTS

5.1 The contractor shall generate and submit the following, using formats approved by the Judicial Branch:

A. Management's facility status report, including planned repairs

B. Financial operating statement

C. Budget variance analysis

D. Copies of all invoices paid (identified by the Judicial Branch's chart of accounts)

E. Itemized invoices requesting payment inclusive of all reimbursable costs as well as monthly fixed costs which include the management fee and all classifications listed on the Bid Proposal Sheet.

F. Preventative maintenance report

G. Statement of all emergency repairs made

EQUIPMENT SCHEDULE
80 WASHINGTON STREET

1. Barber Coleman/Siebe Environmental Controls Signal Energy Management System model V4.4.0
2. (2) Wiel McLeain steam boilers/gas fired, Model # CR2-G-15
3. (2) Roof top McQuay units with steam heat for main floor heating and cooling Model # RPS030CLS.
4. (2) Air handling units located at the rear of the building.
5. All VAV boxes are Environmental Technologies (ETI)
   (22) VAV Boxes with hot water coils. Model # SDR-WC
   (17) VAV Boxes cooling only. Model # SDR
6. (6) Vulcan hot water cabinet unit heaters. Model # F-1000
7. (1) Otis hydraulic elevator.
8. Cerberus Pyrotronics Fire Alarm System Model MXL-IQ, Monitored and addressable.
9. Self contained emergency lighting and exit fixtures
10. Fire extinguishers
11. Card key access system – (access and maintenance to be maintained by Judicial)

EQUIPMENT SCHEDULE
100 WASHINGTON STREET

1. (2) Gas fired steam Weil McClain boilers Series 96 with Webster burners
2. Gas fired Teledyne/Laars boiler for hot water
3. Payne elevator
4. Simplex Fire Alarm System Model 4001
5. (2) Carrier 5ton roof top air handling units
6. Miscellaneous window air conditioning units
7. Self contained emergency lighting and exit fixtures
8. Fire extinguishers
9. Card key access system – (access and maintenance to be maintained by Judicial)
10. Emergency Generator (State Police barracks)

- This equipment list may not be complete. The vendor who is awarded the contract will be responsible for reviewing each facility's equipment and revising the equipment list so all equipment can be properly maintained under the awarded contract.

# EQUIPMENT SCHEDULE
## 90 WASHINGTON AVE
## HARTFORD, CT

1. Select Energy building management Delta model.
2. (2) Raypak Hi-Delta model H1262 water boilers – natural gas fired.
3. (4) Trane packaged gas heat –electric cool variable air volume rooftop units
4. (1) Trane packaged cool only variable air volume rooftop unit.
5. (52) Trane VCWF Variable Air Volume boxes with hot water reheat coils.
6. (26) Trane VCCF Variable Air Volume boxes without hot water coils.
7. (2) Bell & Gossett series 1510-2BC base mounted hot water circulating pumps with variable frequency drives.
8. (7) Rittling hot water cabinet unit heaters model RF with self contained thermostat and controls.
9. (2) Rittling hot water unit heaters with self contained thermostat and controls.
10. (3) Greenheck GB roof mounted exhaust fans.
11. (2) Greenheck SP ceiling exhaust fans
12. Airtex HEF radiant hot water radiant ceiling heat panels (various perimeter locations throughout all floors.
13. (1) existing elevator 50hp 208-3-60 voltage
14. (1) new elevator 50 hp 460-3-60 voltage
15. New addressable fire alarm control panel and transponder with voice evac and battery backup.
16. Key pad building security alarm syatem.
17. (1) deisel 500KW 480-3-60 generator with sound and weatherproof enclosure.
18. (1) Fire Protectiion booster pump and jockey pump.
19. Emergency lighting and exit fixtures have generator power back up.
20. (1) A. O.Smith PGC-75 naturan gas domestic water heater.
21. (1) Hydromatoic HPG200 sewage ejector

# *Notice Concerning Large State Contracts*

Attached, as Exhibit **B**, is Public Act 04-245, *An Act Strengthening Ethics Laws Concerning Financial Disclosure, Gifts and State Contractors*. Effective June 1, 2004, Section 3 of Public Act 04-245 provides that no state agency shall execute a "large state contract" unless the agency obtains from each bidder or proposer on such contract affidavits regarding whether or not gifts were provided to any public official or state employee who participated substantially in the preparation or awarding of the bid.

Specifically, each person, firm or corporation submitting a bid or proposal for a "large state contract," defined in the public act as "an agreement or a combination or series of agreements between a state agency or a quasi-public agency and a person, firm or corporation, having a total cost to such state agency or quasi-public agency of more than $500,000 in a calendar or fiscal year,"[1] excluding a contract with a political subdivision of the state, must submit the following:

> An affidavit [signed by the official of the person, firm or corporation that submits the bid or proposal attesting] ... to whether or not (A) such person, firm, corporation, (B) any principals and key personnel[2] of the person, firm or corporation, who participated substantially[3] in preparing the bid or proposal, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal, provided a gift during the two-year period preceding the submission of such bid or proposal, 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 (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. The affidavit shall also attest that no such principals and key personnel of the person, firm or corporation or agent of such person, firm, corporation or principals and key personnel knows of any action by the person, firm or corporation to circumvent the requirements of this subdivision 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.

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[1] In determining whether a bid or proposal for an agreement or a combination or series of agreements exceeds $500,000 in a particular calendar or fiscal year, a bidder or proposer shall aggregate the total costs of all agreements awarded, and that may be awarded, by the Judicial Branch to the bidder or proposer for the particular calendar year and fiscal year.

[2] The term "principals and key personnel" is defined in the act as "officers, directors, shareholders, members, partners and managerial employees." If a board of directors or similar entity reviews and authorizes the submission of a bid or proposal, or approves or authorizes the execution of a contract, the members of that board will be deemed to be "principals and key personnel" that "participated substantially" in preparing the bid or proposal.

[3] The term "participated substantially" is defined in the act as "participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial."

If any such gift was provided, the affidavit shall include the name of the donor, name of the recipient, a description of the gift and the value and approximate date of the gift.

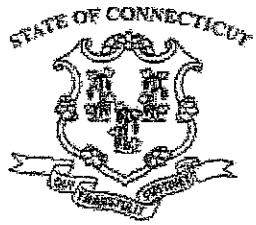
The public act also requires a second affidavit from the person, firm or corporation awarded the contract, at the time the contract is executed, and signed by the official of the person, firm or corporation executing the contract. That affidavit shall:

> attest to whether or not gifts were provided 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 or award of the contract, between the date of the affidavit [submitted with the bid or proposal] … and the date of execution 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.

If any such gift was provided, the second affidavit shall include the name of the recipient, a description of the gift and the value and approximate date of the gift.

Attached, as Exhibit **C**, is a list of the Judicial Branch officials and employees who may have participated substantially in the preparation of this bid solicitation or request for proposal for the contract and of any public official or state employee of another state agency who has supervisory or appointing authority over the Judicial Branch. This list should be used in preparing the affidavit to be submitted with this bid or proposal, if required.

Attached, as Exhibit **D**, is an affidavit concerning gifts that may be used by bidders and roposers on this bid or proposal to comply with Public Act 04-245.




## *Substitute House Bill No. 5025*

## *Public Act No. 04-245*

### *AN ACT STRENGTHENING ETHICS LAWS CONCERNING FINANCIAL DISCLOSURE, GIFTS AND STATE CONTRACTORS.*

Be it enacted by the Senate and House of Representatives in General Assembly convened:

Section 1. Section 1-83 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective October 1, 2004*):

(a) (1) All state-wide elected officers, members of the General Assembly, department heads and their deputies, members of the Gaming Policy Board, the executive director of the Division of Special Revenue within the Department of Revenue Services, members or directors of each quasi-public agency, members of the Investment Advisory Council, state marshals and such members of the Executive Department and such employees of quasi-public agencies as the Governor shall require, shall file, under penalty of false statement, a statement of financial interests for the preceding calendar year with the commission on or before the May first next in any year in which they hold such a position. Any such individual who leaves his or her office or position shall file a statement of financial interests covering that portion of the year during which such individual held his or her office or position. The commission shall notify such individuals of the requirements of this subsection within thirty days after their departure from such office or position. Such individuals shall file such statement within sixty days after receipt of the notification.

(2) Each state agency, department, board and commission shall develop and implement, in cooperation with the Ethics Commission, an ethics statement as it relates to the mission of the agency, department, board or commission. The executive head of each such agency, department, board or commission shall be directly responsible for the development and enforcement of such ethics statement and shall file a copy of such ethics statement with the Department of Administrative Services and the Ethics Commission.

(b) (1) The statement of financial interests, except as provided in subdivision (2) of this subsection, shall include the following information for the preceding calendar year in regard to the individual required to file the statement and the individual's spouse and dependent children residing in the individual's household: (A) The names of all businesses with which associated; (B) the category or type of all sources of income in excess of one thousand dollars, without specifying amounts of income; (C) the name of securities in excess of five thousand dollars at fair market value owned by such individual, spouse or dependent children or held in the name of a corporation, partnership or trust for the benefit of such individual, spouse or dependent children; (D) the existence of any

known blind trust and the names of the trustees; (E) all real property and its location, whether owned by such individual, spouse or dependent children or held in the name of a corporation, partnership or trust for the benefit of such individual, spouse or dependent children; (F) the names and addresses of creditors to whom the individual, the individual's spouse or dependent children, individually, owed debts of more than ten thousand dollars; [and] (G) any leases or contracts with the state held or entered into by the individual or a business with which he or she was associated; and (H) a description of any partnership, joint ownership or similar business affiliation between (i) a business included under subparagraph (A) of this subdivision with which the individual filing the statement, the individual's spouse or a dependent child of the individual is associated, and (ii) a lobbyist, a person that the individual filing the statement knows or has reason to know is doing business with or seeking to do business with the state or is engaged in activities that are directly regulated by the department or agency in which the individual is employed, or a business with which such lobbyist or person is associated.

(2) The statement of financial interests filed by state marshals shall include only amounts and sources of income earned in their capacity as state marshals.

(c) The statement of financial interests filed pursuant to this section shall be a matter of public information, except the list of names, filed in accordance with subparagraph (F) of subdivision (1) of subsection (b) of this section shall be sealed and confidential and for the use of the commission only after a complaint has been filed under section 1-82 and such complaint has been determined by a vote of the commission to be of sufficient merit and gravity to justify the unsealing of such list or lists and not open to public inspection unless the respondent requests otherwise. If the commission reports its findings to the Chief State's Attorney in accordance with subsection (c) of section 1-88, the commission shall turn over to the Chief State's Attorney such relevant information contained in the statement as may be germane to the specific violation or violations or a prosecutorial official may subpoena such statement in a criminal action. Unless otherwise a matter of public record, the Ethics Commission shall not disclose to the public any such subpoena which would be exempt from disclosure by the issuing agency.

(d) Any individual who is unable to provide information required under the provisions of subdivision (1) of subsection (b) of this section by reason of impossibility may petition the commission for a waiver of the requirements.

Sec. 2. (NEW) (*Effective from passage*) As used in sections 2 to 4, inclusive, of this act:

(1) "Gift" has the same meaning as provided in section 1-79 of the general statutes, except that the exclusion in subdivision (12) of subsection (e) of said section 1-79 for a gift for the celebration of a major life event shall not apply;

(2) "Quasi-public agency", "public official" and "state employee" have the same meanings as provided in section 1-79 of the general statutes;

(3) "State agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of state government;

(4) "Large state contract" means an agreement or a combination or series of agreements between a

state agency or a quasi-public agency and a person, firm or corporation, having a total cost to such state agency or quasi-public agency of more than five hundred thousand dollars in a calendar or fiscal year, for (A) a project for the construction, alteration or repair of any public building or public work, (B) services, including, but not limited to, consulting and professional services, (C) the procurement of supplies, materials or equipment, (D) a lease, or (E) a licensing arrangement. The term "large state contract" shall not include a contract between a state agency or a quasi-public agency and a political subdivision of the state;

(5) "Principals and key personnel" means officers, directors, shareholders, members, partners and managerial employees; and

(6) "Participated substantially" means participation that is direct, extensive and substantive, and not peripheral, clerical or ministerial.

Sec. 3. (NEW) (*Effective from passage*) (a) Between the effective date of this section and June 30, 2006, no state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains:

(1) An affidavit from each person, firm or corporation submitting a bid or proposal for such contract. Each such affidavit shall be submitted with the bid or proposal and shall be signed by the official of the person, firm or corporation that submits such bid or proposal. Such affidavit shall attest to whether or not (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 (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal, provided a gift during the two-year period preceding the submission of such bid or proposal, 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 (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. The affidavit shall also attest that no such principals and key personnel of the person, firm or corporation or agent of such person, firm, corporation or principals and key personnel knows of any action by the person, firm or corporation to circumvent the requirements of this subdivision 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. If any gift described in this subdivision was provided, the affidavit shall include the name of the recipient, a description of the gift and the value and approximate date of the gift;

(2) An affidavit from the person, firm or corporation awarded the contract, at the time the contract is executed, and signed by the official of the person, firm or corporation executing the contract. The affidavit shall attest to whether or not gifts were provided 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 or award of the contract, between the date of the affidavit under subdivision (1) of this subsection and the date of execution 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. If any such gift was provided, the affidavit shall include the name of the recipient, a description of the gift and the value and approximate date of the gift; and

(3) A certification by the official or employee of such state agency or quasi-public agency who is authorized to execute said contract that the selection of the most qualified person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(b) Each affidavit or certification required under subsection (a) of this section shall be sworn as true to the best knowledge and belief of the person signing the affidavit, subject to the penalties of false statement.

(c) No municipal official or employee shall be required to submit an affidavit under subdivision (1) or (2) of subsection (a) of this section.

(d) Any bidder or proposer that does not submit an affidavit required under subdivision (1) or (2) of subsection (a) 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.

(e) Notwithstanding the provisions of subsection (a) of this section, a person, firm or corporation seeking a large state contract between July 1, 2004, and June 30, 2006, which submits a gift affidavit in accordance with the policy adopted by the Attorney General on January 8, 2004, shall be deemed to comply with the requirements of subdivisions (1) and (2) of subsection (a) of this section.

Sec. 4. (NEW) (*Effective from passage*) (a) On and after July 1, 2006, no state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

(b) The official or employee of such state agency or quasi-public agency who is authorized to execute said contract shall certify that the selection of the most qualified or highest ranked person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(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.

(e) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract (1) the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement to be covered by the contract, and (2) a notice of the certification requirements of subsections (c) and (d) of this section.

Sec. 5. Subsection (m) of section 1-84 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

(m) No public official or state employee shall knowingly accept, directly or indirectly, any gift, as defined in subsection (e) of section 1-79, from any person the official or employee knows or has reason to know: (1) Is doing business with or seeking to do business with the department or agency in which the official or employee is employed or (2) is engaged in activities which are directly regulated by such department or agency. No person shall knowingly give, directly or indirectly, any gift or gifts in violation of this provision. <u>For the purposes of this subsection, the exclusion to the term "gift" in subdivision (12) of subsection (e) of section 1-79 for a gift for the celebration of a major life event shall not apply.</u>

Sec. 6. Subsection (m) of section 1-84 of the general statutes, as amended by section 5 of public act 03-215, and section 146 of public act 03-6 of the June 30 special session, is repealed and the following is substituted in lieu thereof (*Effective October 1, 2004*):

(m) No public official or state employee shall knowingly accept, directly or indirectly, any gift, as defined in subsection (e) of section 1-79, from any person the official or employee knows or has

reason to know: (1) Is doing business with or seeking to do business with the department or agency in which the official or employee is employed; (2) is engaged in activities which are directly regulated by such department or agency; or (3) is prequalified under section 3 of [this act] public act 03-215. No person shall knowingly give, directly or indirectly, any gift or gifts in violation of this provision. For the purposes of this subsection, the exclusion to the term "gift" in subdivision (12) of subsection (e) of section 1-79 for a gift for the celebration of a major life event shall not apply.

Sec. 7. (NEW) (*Effective from passage*) The State Ethics Commission shall develop a plain language summary of state ethics laws concerning (1) persons, firms and corporations submitting bids or proposals for state contracts, and (2) state contractors. The commission shall publish said summary on the commission's web site.

Approved June 1, 2004

## *Judicial Branch Personnel Involved in RFQ and/or RFP Preparations*

### *Office of the Chief Court Administrator*

### Legal Services

| | |
|---|---|
| Carl E. Testo, | Director |
| Nicholas J. Cimmino | Deputy Director |
| Martin R. Libbin | Attorney |
| Joseph J. Del Ciampo | Counsel |
| Nancy A. Porter | Counsel |
| Viviana L. Livesay | Counsel |

### Administrative Services

### Materials Management

| | |
|---|---|
| Cortez White | Director Materials Management |
| Dawn Ashley | Purchasing Manager |

### Facilities

| | |
|---|---|
| Joseph P. McMahon | Director of Facilities |
| Gerald F. Rucci | Manager of Facilities |
| Deborah A. Levesque | Program Manager |
| Patrick R. Caron | Facilities Specialist |
| Allen Morin | Facilities Drafter |

## *Gift Affidavit to Accompany Bid or Proposal on Large State Contracts*

Instructions: The following form is an affidavit that may be used by bidders or proposers on large state contracts issued by the Judicial Branch in order to comply with Public Act 04-245.

Affidavit

I, _____, a duly authorized representative of _____ hereby swear that during the two years preceding the submission of this bid or proposal that neither the person, firm or corporation submitting this bid or proposal, myself, nor any principal or key personnel whose participation was direct, extensive and substantive (not peripheral, clerical or ministerial) in the preparation of this bid or proposal, nor any agent of such person, firm, corporation, the undersigned, or any such principal or key personnel gave a gift (as defined in Conn. Gen. Stat. § 1-79(e), see copy below), including a life event gift as described in subdivision 12 of Conn. Gen. Stat. § 1-79(e), except for the gifts, if any, listed below:

| Name of Donor | Name of Recipient of Gift | Value of Gift | Date of Gift | Gift Description |
|---|---|---|---|---|

to (1) any public official or state employee of the Judicial Branch whose participation was direct, extensive and substantive (not peripheral, clerical or ministerial) in the preparation of the bid solicitation or preparation or request for proposal, or (2) to any public official or state employee who has supervisory or appointing authority over the Judicial Branch whose name(s) has been provided to me by the Judicial Branch.

Further, neither I nor any such principal and key personnel of the person, firm or corporation or agent of such person, firm, corporation or principals and key personnel knows of any action by the person, firm or corporation to circumvent the gift affidavit disclosure requirements of Public Act 04-245 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.

Sworn as true to the best of my knowledge and belief subject to the penalties of false statement.

_____ Signature

_____ Date

Sworn and subscribed before me on this ____ day of _____, 200__.

_____
Commissioner of the Superior Court
Notary Public

## *Public Act No. 04-198*

***AN ACT CONCERNING LEGAL DEFENSE FUNDS ESTABLISHED BY OR ON BEHALF OF PUBLIC OFFICIALS OR STATE EMPLOYEES AND PENALTIES FOR INTENTIONAL VIOLATIONS OF THE STATE CODES OF ETHICS.***

Be it enacted by the Senate and House of Representatives in General Assembly convened:

...

Sec. 2. Section 1-79 of the general statutes is repealed and the following is substituted in lieu thereof (*Effective from passage*):

The following terms, when used in this part and section 1 of this act, shall have the following meanings unless the context otherwise requires:

...

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;

(2) Services provided by persons volunteering their time;

(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

(4) A gift received from (A) an individual's spouse, fiance or fiancee, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;

(5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;

(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;

(7) A rebate, discount or promotional item available to the general public;

(8) Printed or recorded informational material germane to state action or functions;

(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;

(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;
(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;
(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

JD-ES-113 Rev. 6-98
C.G.S. §4a-60, 32-9n, 46a-71(d)

STATE OF CONNECTICUT
**JUDICIAL BRANCH**



# CONTRACT COMPLIANCE QUESTIONNAIRE

**Failure to timely complete and return this form may result in your disqualification from the proposed contract.**

| | NAME AND ADDRESS OF UNIT |
|---|---|
| **Return to:** Judicial Branch | |

| NAME AND TITLE OF JUDICIAL CONTACT PERSON/DEPT. HEAD | TELEPHONE NO. | DUE DATE |
|---|---|---|
| **Attn:** | | |

## INSTRUCTIONS

In order for the Judicial Branch to consider your company for the proposed contract, you must: (a) read and sign the Notification to Bidders section below, (b) complete and sign the Contract Compliance Questionnaire which begins on this page and continues on pages 2 and 3, and (c) return the completed form to the Judicial Branch at the above address by the Due Date shown above.

The reason that you must complete, sign, and return this form is that pursuant to Connecticut General Statutes and the regulations duly adopted in conformance with the statutes, all State departments and agencies, including the Judicial Branch of Government, must meet certain requirements for compliance with the nondiscrimination laws. Statutes concerning contract compliance and the regulations adopted in furtherance of the statutes may be incorporated by reference or by operation of law into any agreement that we may reach.

## NOTIFICATION TO BIDDERS

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. There are Contract Compliance Regulations codified at Section 46a-68j-21 et seq. of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 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 bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as "any small contractor or supplier of materials, fifty-one percent 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." "Minority is defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans...(2) Hispanic Americans...(3) all persons having origins in the Iberian Peninsula... (4) Women...(5) Asian Pacific Americans and Pacific Islanders; or, (6) American Indians and persons having origins in any of the original peoples of North America...." The aforementioned 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 bidder's qualifications under the contract compliance requirements:

a. the bidder's success in implementing an affirmative action plan
b. the bidder's success in developing an apprenticeship program complying with sections 46a-68j-21 to 46a-68j-43 of the Regulations of Connecticut State Agencies;
c. the bidder's promise to develop and implement a successful affirmative action plan;
d. the bidder's submission of EEO-1 data indicating that the composition of it 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 bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10) of the Contract Compliance Regulations.

**INSTRUCTION: Bidder must sign acknowledgment:**

*I HEREBY ACKNOWLEDGE RECEIVING AND READING A COPY OF THE "NOTIFICATION TO BIDDERS."*

| SIGNATURE | DATE | ON BEHALF OF *(Company Name)* |
|---|---|---|
| X | | |

## CONTRACT COMPLIANCE QUESTIONNAIRE

1. BID NO./P.O. NO. OR SUBJECT OF PROPOSED CONTRACT

2. NAME OF COMPANY — FEDERAL I.D. OR SOCIAL SECURITY NO.

3. ADDRESS FOR PRINCIPAL PLACE OF BUSINESS — TELEPHONE NO. ( )

4. NAME AND TITLE OF COMPANY OFFICIAL TO CONTACT REGARDING THIS QUESTIONNAIRE — TELEPHONE NO. ( )

5. IF CONTRACT IS FOR CONSTRUCTION, RENOVATIONS OR TRADE PROJECTS, STATE LOCATION:

6. LIST SERVICES OR GOODS PROVIDED IN THIS CONTRACT OR PURCHASE ORDER

7. Does your company have an affirmative action plan? ☐ Yes ☐ No
   If yes, set forth below or attach a statement concerning your success in implementing the plan; include date of implementation:

   If no, explain:

8. If we were to request a copy of your company's affirmative action plan, would you provide a copy upon request? ☐ Yes ☐ No
   If no, explain:

9. If your company does not have an affirmative action plan, and has at least 50 employees, do you promise to develop and implement such a plan? ☐ N/A ☐ Yes ☐ No

10. Does your company have an apprenticeship program? ☐ Yes ☐ No
    If yes, set forth below or attach a statement concerning your success in developing the apprenticeship program and indicate how many apprentices are currently enrolled.

11. To fulfill the proposed contract, does your company plan to subcontract or require special supplies (i.e. non-stock items)? ☐ Yes ☐ No
    If yes, a.) set forth below or attach a list of proposed subcontractors/suppliers, providing the name, address, telephone number and the principal place of business of each.

    b.) Are you willing to set aside a portion of the contract for legitimate minority business enterprises? ☐ Yes ☐ No
    If no, set forth below or attach a statement of your reasons.

12. Is your company a "minority business enterprise" as defined in the Notification to Bidders section of this form? ☐ Yes ☐ No
    If yes, is your company registered as a minority business enterprise with the Connecticut Department of Economic Development, 210 Washington St., Hartford, CT 06106 (telephone 860 566-4051)? ☐ Yes ☐ No

13. EMPLOYMENT DATA - Complete the chart below, which contains EEO-1 (Standard Form 100) data. In lieu of completing the chart, you may attach (a) a copy of your company's EEO-1 report filed with the federal government during the past twelve months, or (b) a copy of the chart below filed by your company with the Connecticut Judicial Department within the past twelve months.

INSTRUCTIONS FOR COMPLETING CHART: Report all permanent full-time employees including apprentices and on-the-job trainees. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zeroes. Definitions and further instructions are on the reverse side of this page.

| JOB CATEGORIES | NUMBER OF EMPLOYEES | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|
| | OVERALL TOTALS (Sum of columns B thru K) | MALE | | | | | FEMALE | | | | |
| | | WHITE (Not of Hispanic Origin) | BLACK (Not of Hispanic Origin) | HISPANIC | ASIAN OR PACIFIC ISLANDER | AMERICAN INDIAN or ALASKAN NATIVE | WHITE (Not of Hispanic Origin) | BLACK (Not of Hispanic Origin) | HISPANIC | ASIAN OR PACIFIC ISLANDER | AMERICAN INDIAN or ALASKAN NATIVE |
| | A | B | C | D | E | F | G | H | I | J | K |
| Officials and Managers 1 | | | | | | | | | | | |
| Professionals 2 | | | | | | | | | | | |
| Technicians 3 | | | | | | | | | | | |
| Sales Workers 4 | | | | | | | | | | | |
| Office and Clerical 5 | | | | | | | | | | | |
| Craft Workers (Skilled) 6 | | | | | | | | | | | |
| Operatives (Semi-Skilled) 7 | | | | | | | | | | | |
| Laborers (Unskilled) 8 | | | | | | | | | | | |
| Service Workers 9 | | | | | | | | | | | |
| **TOTAL** 10 | | | | | | | | | | | |
| Total Employment Rptd In Prev. EEO-1 Report 11 | | | | | | | | | | | |

*(The trainees below should also be included in the figures for the appropriate occupational categories above.)*

| | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Formal on the job trainees | White Collar 12 | | | | | | | | | | | | |
| | Production 13 | | | | | | | | | | | | |

14. What is/are your company's relevant labor market area(s), for the purposes of the EEO-1 data provided?

## CERTIFICATION

I hereby certify that the information in this questionnaire is true and accurate to the best of my knowledge and belief.

| PRINT OR TYPE NAME OF CERTIFYING OFFICIAL | TITLE |
|---|---|
| SIGNATURE | DATE SIGNED |

**FOR OFFICE USE ONLY** CLJ Rev. _____

| 1. DATE SENT | 2. DATE RECEIVED | 3. IS CONTRACT FOR PUBLIC WORKS? ☐ YES ☐ NO | 6. DOLLAR VALUE OF CONTRACT | 7. DATE CONTRACT AWARDED |
|---|---|---|---|---|
| | | | 8. DURATION OF CONTRACT | 9. IS CONTRACTOR A ONE PERSON FIRM? ☐ YES ☐ NO |

4. ARE SUBCONTRACTORS/SUPPLIERS INVOLVED? ☐ YES ☐ NO

*IF YES, ATTACH A LIST WITH THE NAME, ADDRESS, TELEPHONE NUMBER AND PRINCIPAL PLACE OF BUSINESS OF EACH SUBCONTRCTOR/SUPPLIER.*

5A. THE CRITERIA IN SECTION 4-114a-3(10) WERE APPLIED BY:

☐ EVALUATING THE DATA IN THE CONTRACT COMPLIANCE QUESTIONNAIRE ☐ OTHER *(ATTACH AN EXPLANATION)*

5B. WAS A SPECIAL AGREEMENT WITH THE CONTRACTOR NECESSARY? ☐ YES ☐ NO

*IF YES, ATTACH A COPY OF THE AGREEMENT (i.e. promise to develop and implement an AA plan; promise to set aside a portion of the contrct for minority business enterprises, etc.)*

Judicial Dept. evaluation completed by: _____

To CHRO: (date) _____

## INSTRUCTIONS/DEFINITIONS FOR QUESTION NO. 13

### RACE/ETHNIC IDENTIFICATION

You may acquire the race/ethnic information necessary for this report either by visual surveys of the work force or from post-employment records as to the identity of employees. Eliciting information on the race/ethnic identity of an employee by direct inquiry is not encouraged.

Where records are maintained, it is recommended that they be kept separately from the employee's basic personnel file or other records available to those responsible for personnel decisions.

Since visual surveys are permitted, the fact that race/ethnic identifications are not present on employment records is not an excuse for failure to provide the data called for.

Moreover, the fact that employees may be located at different addresses does not provide an acceptable reason for failure to comply with the reporting requirements. In such cases, it is recommended that visual surveys be conducted for the employer by persons such as supervisors who are responsible for the work of the employees or to whom the employees report for instructions or otherwise.

Please note that conducting a visual survey and keeping post-employment records of the race/ethnic identity of employees is legal in all jurisdictions and under all Federal and State Laws.

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

White (Not of Hispanic origin) — All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (Not of Hispanic origin) — All persons having origins in any of the Black racial groups of Africa.

Hispanic — All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, and all persons having origins in the Iberian Peninsula, including Portugal, regardless of race.

Asian or Pacific Islander — All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands. This area includes, for example, China, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native — All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

### DESCRIPTION OF JOB CATEGORIES

*Officials and managers* — Occupations requiring administrative and managerial personnel who set broad policies, exercise overall responsibility for execution of these policies, and direct individual departments or special phases of a firm's operations. Includes: officials, executives, middle management, plant managers, department managers, and superintendents, salaried supervisors who are members of management, purchasing agents and buyers, railroad conductors and yard masters, ship captains, mates and other officers, farm operators and managers, and kindred workers.

*Professionals* — Occupations requiring either college graduation or experience of such kind and amount as to provide a comparable background. Includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dieticians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, personnel and labor relations specialists, physical scientists, physicians, social scientists, teachers, and kindred workers.

*Technicians* — Occupations requiring a combination of basic scientific knowledge and manual skill which can be obtained through 2 years of post high school education, such as is offered in many technical institutes and junior colleges, or through equivalent on-the-job training. Includes: computer programmers, drafters, engineering aides, junior engineers, mathematical aides, licensed, practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, technicians (medical, dental, electronic, physical science), and kindred workers.

*Sales* — Occupations engaging wholly or primarily in direct selling. Includes: advertising agents and salesworkers, insurance agents and brokers, real estate agents and brokers, stock and bond salesworkers, demonstrators, salesworkers and sales clerks, grocery clerks, and cashiers/checkers, and kindred workers.

*Office and clerical* — Includes all clerical-type work regardless of level or difficulty, where the activities are predominantly nonmanual though some manual work not directly involved with altering or transporting the products is included. Includes: bookkeepers, collectors (bills and accounts), messengers and office helpers, office machine operators (including computer), shipping and receiving clerks, stenographers, typists and secretaries, telegraph and telephone operators, legal assistants, and kindred workers.

*Craft Workers (skilled)* — Manual workeers of relatively high skill level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. Includes: the building trades, hourly paid supervisors and lead operators who are not members of management, mechanics and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, painters (construction and maintenance), motion picture projectionists, pattern and model makers, stationary engineers, tailors and tailoresses, arts occupations, handpainters, coaters, bakers, decorating occupations, and kindred workers.

*Operatives (semiskilled)* — Workers who operate machine or processing equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. Includes: apprentices (auto mechanics, plumbers, bricklayers, carpenters, electricians, machinists, mechanics, building trades, metalworking trades, printing trades, etc.), operatives, attendants (auto services and parking), blasters, chauffeurs, delivery workers, sewers and stitchers, dryers, furnace workers, heaters, laundry and dry cleaning operatives, milliners, mine operatives and laborers, motor operators, oilers and greasers (except auto), painters (manufactured articles), photographic process workers, stationary firefighters, truck and tractor drivers, knitting, looping, taping and weaving machine operators, welders and flamecutters, electrical and electronic equipment assemblers, butchers and meatcutters, inspectors, testers and graders, hand- packers and packagers, and kindred workers.

*Laborers (unskilled)* — Workers in manual occupations which generally require no special training, perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. Includes: garage laborers, car washers and greasers, groundskeepers and gardeners, farmworkers, stevedores, wood choppers, laborers performing lifting, digging, mixing, loading and pulling operations, and kindred workers.

*Service workers* — Workers in both protective and non-protective service occupations. Includes: attendants (hospitals and other institutions, professional and personal service, including nurses aides, and orderlies), barbers, charworkers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection, guards, doorkeepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses, amusement and recreation facilities attendants, guides, ushers, public transportation attendants, and kindred workers.

*On-the-job trainees:*

*Production* — Persons engaged in formal training for craft worker — when not trained under apprentice programs — operative, laborer and service occupations.

*White collar* — Persons engaged in formal training, for official, managerial, professional, technical, sales, office and clerical occupations.

## CERTIFICATION OF COMPLIANCE WITH STATUTES, REGULATIONS AND ASSURANCES OFFICE FOR CIVIL RIGHTS, OFFICE OF JUSTICE PROGRAMS FOR CONTRACTS WITH THE STATE OF CONNECTICUT JUDICIAL BRANCH

*INSTRUCTIONS:*

1. *Read the form completely and complete the identifying information requested below.*
2. *Under Section I, identify the person responsible for reporting civil rights findings.*
3. *Under Section II, check only the one certification that applies to your organization.*
4. *Have your Authorized Official sign at the bottom of page 2, forward a copy to the person you identified under Section I, and return the original to the State of Connecticut Judicial Branch within 45 days of the contract beginning date.*

| BID NO. | SUBJECT OF PROPOSED CONTRACT | FEDERAL I.D. OR SOCIAL SECURITY NO. |
|---|---|---|
| ORGANIZATION NAME *(Funded entity; Nonprofit, profit or public agency)* | | |
| ORGANIZATION ADDRESS | | |
| NAME OF PROJECT DIRECTOR | | TELEPHONE NO. |

**AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above organization, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.**

### SECTION I - AUTHORIZED OFFICIAL'S CERTIFICATION

*REQUIREMENTS OF CONTRACT RECIPIENTS: All contract recipients (regardless of the type of entity) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.*

1. I certify that this organization will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirement, 28 CFR 42.207 and 42.301 et seq.; our projects and activities comply, and all its contractors will comply, with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972, 28 CFR 54; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR part 35. Our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, *(See also, 2000 Executive Order #13166).*
2. I also certify that the person in this organization who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the State of Connecticut, Judicial Branch, within 45 days of the finding, and/or if the finding occurred prior to the contract beginning date, within 45 days of the contract beginning date. A copy of this Certification will be provided to this person, as identified here: *(Name, address and telephone number of person responsible for reporting civil rights findings of discrimination).*

| NAME OF PERSON RESPONSIBLE FOR REPORTING | TELEPHONE NO. |
|---|---|
| ADDRESS | |

### SECTION II - EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS

*Check the box before **ONLY THE ONE** APPROPRIATE CERTIFICATION (A, B, C1 or C2 below) that applies to this organization.*

☐ **CERTIFICATION "A" (Complete Exemption - No EEOP is required if (1), (2) or (3) below apply)**
*This is the certification that all non-profit institutions and small public agencies will use. Check (1), (2), and/or (3) as they apply to your entity. (More than one may apply.)*

☐ (1) is an educational, medical or non-profit institution or an Indian Tribe;

☐ (2) has less then 50 employees;

☐ (3) was awarded less than $25,000 in federal U.S. Department of Justice funds.

*Continued on reverse/page 2*

## SECTION II- EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS *(Continued)*

☐ **CERTIFICATION "B" ( Exemption from submission requirement - EEOP must be on file)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded $25,000 or more, but less than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity has formulated an Equal Employment Opportunity Plan in accordance with 28 CFR 42.301, et seq., subpart E, that it has been signed into effect within the past two years by the proper authority and disseminated to all employees, and that it is on file for review or audit by officials of the State of Connecticut Judicial Branch or the Office for Civil Rights, Office of Justice Programs in the office of (name and address):

_____

as required by relevant laws and regulations.

☐ **CERTIFICATION "C1" (EEOP must be submitted)**

This funded entity, as a for-profit entity or a state or local government having 50 or more employees, was awarded more than $500,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity will submit, within 45 days of the contract beginning date, an EEOP or an EEOP Short Form, that will include a section specifically analyzing this funded entity. Submissions under this provision should be forwarded to: U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Suite 8135, Washington, D.C. 20531.

☐ **CERTIFICATION "C2" (EEOP must be submitted)**

This funded entity, having 50 or more employees, has been awarded more than $1 million cumulatively from all programs administered by the U.S. Department of Justice over the following 18-month period:

FROM *(date)* _____ TO *(date)* _____.

Therefore, I hereby certify that this funded entity will submit, within 45 days of the contract beginning date, an EEOP or an EEOP Short Form, that will include a section specifically analyzing this funded entity. Submissions under this provision should be forwarded to: U.S. Department of Justice, Office of Justice Programs, Office for Civil Rights, 810 Seventh Street, N.W., Suite 8135, Washington, D.C. 20531.

*(If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)*

**AUTHORIZED OFFICIAL'S CERTIFICATION: As the Authorized Official for the above organization, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification.**

| SIGNED *(Authorized Official)* | TYPE OR PRINT NAME OF PERSON SIGNING | DATE SIGNED |
|---|---|---|
| X | | |
| TITLE OF SIGNER | | |

JD-ES-113F New 5-04
28 CFR 42.207 and 42.301 et seq.
(DCJ Form 30)

Opportunity * Guidance * Support

CONNECTICUT DEPARTMENT OF LABOR


*Wage And Workplace Standards Division*

*Wage Payment*
*(860) 263-6790*
*Minimum Wage/Overtime*
*(860) 263-6790*
*Website*
*www.ctdol.state.ct.us*

*Working Conditions*
*(860) 263-6791*
*Public Contract Compliance*
*(860) 263-6790*
*Fax*
*(860) 263-6541*


July 12, 2004

Dawn Ashley
Judicial Branch
61 Woodland Street
Hartford, CT 06105

Dear Dawn Ashley:

In accordance with your request please find enclosed the standard rate of wages for each classification where covered services are provided under Connecticut General Statutes, Section 31-57f:

Building Management Services At 80, 90 & 100 Washington Street, Hartford

These rates are to be the minimum paid to workers employed in these occupations on this named contract and may be subject to change if current rates are revised. Please refer to our website at www.ctdol.state.ct.us for current rates. The thirty percent surcharge shall be used to cover the cost of health, welfare, or retirement plans between the employees and the employer or where no plan exists, paid directly to the employees.

Due to possible changes in rates/benefits, these rates/benefits, will apply where the contract is advertised for bid within ten (10) days from the date of this letter, Connecticut General Statutes, Section 31-57f.

Please direct any questions which you may have pertaining to this matter to the Wage & Workplace Standards Division, telephone (860)263-6790.

Sincerely,

Gary K. Pechie
Director

Enclosure

Project: Building Management Services At 80, 90 & 100 Washington Street

Standard Wage Rates Determination
for Certain Service Workers
S 5803

## Connecticut Department of Labor
## Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus a thirty percent surcharge to cover the cost of any health; welfare, and retirement plans. If no such plan is in effect between employees and the employer, an amount equal to thirty percent of the hourly wage shall be paid directly to the employees.

**Project Number:** 01-4019 **Town:** Hartford

**Project:** **Building Management Services At 80, 90 & 100 Washington Street**

| OCCUPATIONAL TITLE | Minimum Hourly Rate | Benefit Surcharge (30%) |
|---|---|---|
| Assembler | $7.80 | 2.34 |
| Baker | $12.99 | 3.90 |
| Bartender | $11.38 | 3.41 |
| Boiler Tender | $20.48 | 6.14 |
| Carpenter, Maintenance | $19.15 | 5.75 |
| Cashier | $9.22 | 2.77 |
| Cleaner, Vehicles | $9.86 | 2.96 |
| Cook I | $12.09 | 3.63 |

*As of:* *7/12/2004*
S 5803

**Project: Building Management Services At 80, 90 & 100 Washington Street**

| | | |
|---|---|---|
| Cook II | $13.17 | 3.95 |
| Counter Attendant | $7.80 | 2.34 |
| Dishwasher | $9.94 | 2.98 |
| Dry Cleaner | $9.86 | 2.96 |
| Electrician, Maintenance | $21.64 | 6.50 |
| Elevator Operator | $11.13 | 3.34 |
| Fast Food Shift Leader | $8.81 | 2.64 |
| Fast Food Worker | $8.29 | 2.49 |
| Food Service Worker | $9.94 | 2.98 |
| Furniture Handler | $13.89 | 4.17 |
| Gardner | $14.40 | 4.32 |
| General Maintenance Worker | $17.68 | 5.30 |
| Housekeeping Aide 1 | $10.74 | 3.22 |
| Housekeeping Aide 2 | $11.02 | 3.31 |
| HVAC | $21.11 | 6.33 |
| Janitor | $11.69 | 3.51 |

***As of:*** *7/12/2004*

S 5803

**Project: Building Management Services At 80, 90 & 100 Washington Street**

| | | |
|---|---|---|
| Laborer | $11.65 | 3.50 |
| Laborer, Grounds Maintenance | $12.34 | 3.70 |
| Locksmith | $19.27 | 5.78 |
| Maid or Houseman | $10.74 | 3.22 |
| Meat Cutter | $17.25 | 5.18 |
| Painter, Maintenance | $18.43 | 5.53 |
| Parking Lot Attendant | $9.11 | 2.73 |
| Pest Controller | $13.72 | 4.12 |
| Pipefitter, Maintenance | $20.00 | 6.00 |
| Plumber, Maintenance | $18.88 | 5.66 |
| Presser, Hand | $7.80 | 2.34 |
| Presser, Machine, Drycleaning | $8.58 | 2.56 |
| Presser, Machine, Shirts | $7.80 | 2.34 |
| Presser, Machine, Wearing Apparel, Laundry | $7.80 | 2.34 |
| Refuse Collector | $11.64 | 3.49 |
| Sheet Metal Worker, Maintenance | $19.44 | 5.83 |

*As of:* *7/12/2004*

S 5803

**Project: Building Management Services At 80, 90 & 100 Washington Street**

| | | |
|---|---|---|
| Stationary Engineer | $20.48 | 6.14 |
| Tractor Operator | $13.73 | 4.12 |
| Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels | $18.40 | 5.52 |
| Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels | $19.50 | 5.85 |
| Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels | $13.60 | 4.08 |
| Vending Machine Attendant | $12.56 | 3.77 |
| Ventilation Equipment Tender | $16.17 | 4.85 |
| Waiter/Waitress | $10.21 | 3.06 |
| Washer, Machine | $8.40 | 2.52 |
| Window Cleaner | $11.81 | 3.54 |

**Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.**

*As of:* *7/12/2004*
S 5803

WEEKLY PAYROLL CERTIFICATION

# PAYROLL CERTIFICATION FOR COVERED SERVICE WORKER CONTRACTS

WEEK ENDING DATE

## WEEKLY PAYROLL

| EMPLOYEE NAME AND ADDRESS | MALE/ FEMALE AND RACE* | WORK CLASSIFICATION / TRADE LICENSES TYPE & NUMBER | DAY AND DATE: S | M | T | W | TH | F | S | S-TIME / O-TIME | BASE HOURLY RATE / TOTAL FRINGE BENEFIT PLAN CASH | TYPE OF FRINGE BENEFITS Per Hour 1 through 6 (see back) | GROSS PAY - FOR ALL WORK PERFORMED THIS WEEK | TOTAL DEDUCTIONS: FICA | FEDERAL WITH-HOLDING | STATE WITH-HOLDING | OTHER | GROSS PAY FOR THIS SERVICE CONTRACT JOB | CHECK # AND NET PAY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | $ Base Rate | 1. $ 2. $ 3. $ | | | | | | | |
| | | | | | | | | | | | $ Cash Fringe | 4. $ 5. $ 6. $ | | | | | | | |
| | | | | | | | | | | | $ Base Rate | 1. $ 2. $ 3. $ | | | | | | | |
| | | | | | | | | | | | $ Cash Fringe | 4. $ 5. $ 6. $ | | | | | | | |
| | | | | | | | | | | | $ Base Rate | 1. $ 2. $ 3. $ | | | | | | | |
| | | | | | | | | | | | $ Cash Fringe | 4. $ 5. $ 6. $ | | | | | | | |
| | | | | | | | | | | | $ Base Rate | 1. $ 2. $ 3. $ | | | | | | | |
| | | | | | | | | | | | $ Cash Fringe | 4. $ 5. $ 6. $ | | | | | | | |
| | | | | | | | | | | | $ Base Rate | 1. $ 2. $ 3. $ | | | | | | | |
| | | | | | | | | | | | $ Cash Fringe | 4. $ 5. $ 6. $ | | | | | | | |

NOTE: THIS PAGE MUST BE ACCOMPANIED BY A COVER PAGE

## *Fringe Benefits Explanation (P):

Bona fide benefits paid to approved plans, funds or programs, except those required by Federal or State Law (unemployment tax, worker's compensation, income taxes, etc.)

Please specify the type of benefits provided:

1) Medical or hospital care _____
2) Pension or retirement _____
3) Life Insurance _____
4) Disability _____
5) Vacation, holiday _____
6) Other (please specify) _____

## CERTIFIED STATEMENT OF COMPLIANCE

For the week ending date of _____

I, _____ of _____(hereafter known as

Employer) in my capacity as _____ (title) do hereby certify and state:

All persons employed on said project have been paid the full weekly wages earned by them during the week in accordance with Connectiut General Statute Section 31-57f. Further, I hereby certify and state the following:

A) The records submitted are true and accurate;

B) The rate of wages paid to each employee is not less than the standard rate of wages as determined by the Labor Commissioner pursuant to section (e);

C) The Employer has complied with all of the provisions of Section 1, and

D) The employer is aware that filing a certified payroll which it knows to be false is a class D felony for which the employer may be fined up to five thousand dollars. imprisoned for up to five years or both.

Submitted on _____ _____
(Date) (Signature)

_____
(Title)

***THIS IS A PUBLIC DOCUMENT***
***DO NOT INCLUDE SOCIAL SECURITY NUMBERS***

# APPENDIX III

**State Capitol Facilities:**

- **RFP**
- **Contract**

# REQUEST FOR PROPOSAL

## BUILDING MAINTENANCE
## STATE CAPITOL FACILITIES

Proposals will be received by the Joint Committee on Legislative Management at the Legislative Office Building, Hartford, for furnishing the Connecticut General Assembly with the services listed herein.

DATE: April 25, 2001

TIME: 2:00 P.M.

PLACE: Office of Legislative Management
Room 5100
Legislative Office Building
Hartford, Connecticut

## TABLE OF CONTENTS

PAGE

BID CALENDAR ..... 5

PROPOSAL FORM ..... 6

ITEMS TO BE INCLUDED WITH PROPOSAL ..... 7

SPREADSHEET ..... 8

PROPOSAL FORM NOTES ..... 9

SPREADSHEET NOTES ..... 10

GENERAL INFORMATION ..... 11
- Term of the Contract ..... 11
- Areas of responsibility ..... 11
- Quality ..... 11
- Minimum Requirements ..... 11
- Bid Bond ..... 12
- Performance Bond ..... 13
- Evaluation Criteria ..... 13
- Pricing ..... 13
- Insurance requirements ..... 14
- Management Requirements ..... 15
- Equipment ..... 16
- Contract Start Up ..... 16
- Records and Reporting Requirements ..... 17
- Quality Control Program ..... 19
- Building Space Assigned to the Contractor ..... 20
- Termination ..... 20
- Van ..... 20
- Miscellaneous Policies ..... 21

GENERAL BID REQUIREMENTS ..... 23

BUILDING DATA ..... 33

PERSONNEL ..... 34
- Organizational Chart ..... 34
- General Personnel Requirements ..... 35
- Administrative Staff Guaranteed Man Hours ..... 36
- Billable Hours ..... 37
- Staffing Levels ..... 38
- Sessional Periods ..... 38

Wages and Benefits ..... 38
Night Cleaners, Floor Polishers and Porters ..... 38
Maintenance Staff ..... 39
Construction Staff ..... 39
Administrative Staff ..... 40
Work Schedule ..... 40
State Holidays ..... 41
Late Openings and Early Closings ..... 41
Job Descriptions and Qualifications ..... 43
Site Manager ..... 43
Assistant Site Manager ..... 45
Project Manager ..... 46
Night Cleaning Manager ..... 47
Administrative Assistant ..... 49
Audio Visual Engineer ..... 50
Audio Visual Technician ..... 52
Carpenter ..... 53
Carpentry Apprentice ..... 54
Electrician ..... 55
Electrical Apprentice ..... 56
General Maintenance Worker ..... 57
HVAC Mechanic ..... 58
Painter /Taper Journeyman ..... 60
Night Cleaner ..... 61
Floor Polisher ..... 62
Porter ..... 63

MECHANICAL SERVICES ..... 64
Scope of Work ..... 64
Services Required ..... 65
Operational requirements ..... 66
Items to be Supplied By Legislative Management ..... 67
Operation and Maintenance of Mechanical Equipment ..... 68

PORTER SERVICES ..... 71
Scope of Work ..... 71
Services Required ..... 71

NIGHT CLEANING SERVICES ..... 75
Scope of Work ..... 75
Quality Cleaning Requirements ..... 75
General Requirements ..... 75
General Task Requirements ..... 77
Specific Cleaning Requirements ..... 79
Rest Rooms ..... 79
Dining Room and Kitchen ..... 80

Stairwells ..... 80
Carpeted Floors ..... 80
Concrete Floors ..... 81
Marble Floors ..... 81
Unpolished Granite Stairs and Risers ..... 82
Vinyl, Asphalt, Rubber and Terrazzo Tile ..... 82
Fabric Partitions ..... 82
Wood Surfaces ..... 82
Day Care Center ..... 83
Classroom, Open Areas and Office Cleaning ..... 83
Lavatory Cleaning ..... 83
Kitchen Cleaning ..... 84

OTHER SERVICES ..... 85
Pest Control ..... 85

PREVAILING WAGE SCHEDULE ..... Attached

SERVICE RATES SCHEDULE ..... Attached

EQUIPMENT INVENTORIES ..... Attached

## BID CALENDAR

1. Release of Specifications: ..... March 21, 2001

2. Building Walk Through* ..... March 29, 2001.....2:00 p.m.

3. Bidders Requests for Clarifications to be delivered to the Office of Legislative Management* ..... April 4, 2001.....4:00 p.m.

4. Responses to Bidders Requests for Clarifications* ..... April 11, 2001.....4:00 p.m.

5. Bid Opening* ..... April 25, 2001.....2:00 p.m.

* Location: Office of Legislative Management
Room 5100
Legislative Office Building
Hartford, Connecticut 06106
Tel.: 860-240-0100
Fax: 860-240-0122

## PROPOSAL FORM

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish these services to the General Assembly at the following prices:

A. First Year All Inclusive Cost, (From page 8 spreadsheet): $ _____/ year

B. First Year Management Fee, (included in price A above): $ _____/ year

C. First Year Total Annual Costs for Administrative Personnel, (included in the all-inclusive price above, line A)

1. Site Manager: $ _____/ year
2. Assistant Site Manager: $ _____/ year
3. Projects Manager: $ _____/ year
4. Night Cleaning Manager: $ _____/ year
5. Administrative Assistant: $ _____/ year

D. Overhead and Profit Percentage on Billable Labor Costs: _____ %

E. Overhead and Profit Percentage on Materials Purchases and Mail Truck Rental: _____ %

F. Annual Escalation Percentage (starting 7/1/02): _____ %

COMPANY: _____

ADDRESS: _____

SIGNATURE: _____

NAME, (Printed): _____ TITLE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

TELEPHONE NUMBER: _____ DATE: _____

## ITEMS TO BE INCLUDED WITH PROPOSAL
(Checklist)

All proposals are to include the following items and may include no more than fifty (50) additional pages:

1. Completed proposal form.

2. Hourly rates and cost breakdown for personnel by category in the format of the spreadsheet on page 8.

3. Tables of Organization for the Bidding Company and the Parent Corporation, (if applicable).

4. Resumes of the prospective Site, Assistant Site, Project and Night Cleaning Managers.

5. Detailed list of cleaning, mechanical and testing equipment to be provided, utilized and store on the site by the Contractor.

6. Detailed list of cleaning and mechanical products to be utilized by the Contractor.

7. A minimum of five references of highest quality contracts of a similar scope and complexity. Provide the company name, address, telephone number and contact name. A minimum of three of the references are to be contracts of the bidding company.

8. A minimum of three references of accounts your firm has lost over the last five years of a similar scope and complexity. Provide the company name, address, telephone number and contact name. A minimum of two of the references are to be contracts of the bidding company.

9. Provide a listing of the top five accounts of the bidding company, listing for each; the company name, address, a contact name, telephone number and the percentage of business that account represents for the bidding company.

10. If applicable, provide a listing of the top five accounts of the parent corporation, listing for each the company name, address, a contact name, telephone number and the percentage of business that accounts represent for the parent corporation.

11. Proof of Insurance, (see Insurance Requirements)

12. Bid Bond, (see Bid Bond Requirements)

13. Percentage of firm's gross sales that this contract represents.

14. A letter from the firm's bank indicating the available line of credit.

## ALL INCLUSIVE AND BILLABLE COST CALCULATION METHORD

| | | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|---|
| | | Hourly Wage | Benefits Cost/Hr. | Profit & Overhead % | Billable Rate | Positions | Hrs./Yr. | Annualized Cost |
| 1 | **MANAGEMENT FEE** | | | | | | | |
| 2 | Management Fee | * | * | * | * | * | * | |
| 3 | | | | | | | | |
| 4 | **ADMINISTRATIVE COSTS** | | | | | | | |
| 5 | Site Manager | * | * | * | | 1 | 2,088 | |
| 6 | Ass't Site Manager | * | * | * | | 1 | 2,088 | |
| 7 | Projects Manager | * | * | * | | 1 | 2,088 | |
| 8 | Cleaning Manager | * | * | * | | 1 | 2,088 | |
| 9 | Administrative Assistant | * | * | * | | 1 | 2,088 | |
| 10 | | | | | | | | |
| 11 | **LABOR COSTS** | | | | | | | |
| 12 | Audio-Visual Engineer | $21.84 | $6.89 | | | 1 | 1,992 | |
| 13 | Audio-Visual Assistant | $11.57 | $2.89 | | | 1 | 1,992 | |
| 14 | Carpenter | $22.00 | $8.04 | | | 1 | 1,992 | |
| 15 | Carpentry Apprentice | $18.75 | $6.89 | | | 1 | 1,992 | |
| 16 | Electrician (E1) | $25.60 | $10.98 | | | 2 | 1,992 | |
| 17 | Electrical Apprentice | $23.04 | $10.98 | | | 1 | 1,992 | |
| 18 | General Maintenance Worker | $17.68 | $5.30 | | | 1 | 1,992 | |
| 19 | HVAC Mechanic | $26.62 | $9.60 | | | 2 | 1,992 | |
| 20 | Painter/Taper | $23.02 | $7.75 | | | 1 | 1,992 | |
| 21 | Night Cleaner | $10.12 | $2.89 | | | 17 | 1,992 | |
| 22 | Floor Polisher | $11.12 | $2.89 | | | 4 | 1,992 | |
| 23 | Porter | $9.87 | $2.89 | | | 4 | 1,992 | |
| 24 | | | | | | | | |
| 25 | | | | | | Annualize Cost - | | |

Yellow Cells - Values form Proposal Sheet
Blue Cells - Calculated Values
See Page 10 for Spreadsheet Notes and Formulas

## PROPOSAL FORM NOTES:

| | |
|---|---|
| Item A. "First Year All Inclusive Cost" - | Calculated first year cost from Cell G25 of the spreadsheet. |
| Item B. "First Year Management Fee" - | Annual management fee for the first year of the contract. This fee will annually increase by the "Annual Escalation Percentage" (Item F) on July 1 of contract years 2, 3, 4 and 5 and in the event of a contract extension for each of the contract extension years. |
| Item C. "First Year Total Annual Costs for Administrative Personnel" - | For each position specify the total annual cost for the position. This cost will annually increase by the "Annual Escalation Percentage" (Item F) on July 1 of contract years 2, 3, 4 and 5 and in the event of a contract extension for each of the contract extension years. |
| Item D. "Overhead and Profit Percentage on Billable Labor Costs" - | Specify the overhead and profit mark up percentage on billable labor costs. |
| Item E. "Overhead and Profit Percentage on Materials Purchases and Mail Truck Rental" | Specify the overhead and profit mark up percentage on any materials purchases and for the rental of a truck to transport mail. |
| Item F. "Annual Escalation Percentage" - | Specify the percentage by which the Management Fee and Annual Cost for Administrative Personnel is to increase on July 1 of contract years 2, 3, 4 and 5 and in the event of a contract extension for each of the contract extension years. |

## SPREADSHEET NOTES:

| | |
|---|---|
| Column A, "Hourly Rates" - | As defined by the Ct Labor Department |
| Column B, "Benefit Cost/Hr." - | As defined by the Ct Labor Department |
| Column C, "Profit & Overhead" - | Percentage as bid on Proposal Sheet Item "D". Overhead and Profit Percentage on Billable Labor Costs" |
| Cells D5 to D9, "Billable Rate" - | For "Administrative" positions, equals the proposed annualized cost divided by 2,088 hours per year |
| Cells D12 to D23, "Billable Rate" - | For "Billable" positions, The hourly rate (column "A") plus the hourly benefits Cost (column "B") marked up by the Profit and Overhead percentage as bid on Proposal Sheet Item "D". |
| Column E, "Positions" - | Number of positions |
| Cells F5 to F9, "Hrs/Yr." - | Specified number of hours worked per year plus the 12 State Holidays, 261 days |
| Cells F12 to F23, "Hrs/Yr." - | Specified number of hours worked per year, 249 days |
| Cell G1, "Annualized Cost" - | As bid on Proposal Sheet Item "A" |
| Cells G12 to G23, "Annualized Cost" - | "Billable Rate" (Cell D) x "Positions" (Cell E) x "Hrs/Yr." (Cell F) |
| Cell G25, "Total Annualized Cost" | Sum of Cells G1 through G23 |

## GENERAL INFORMATION

A. TERM OF THE CONTRACT:

1. The term of the Contract will run from July 1, 2001 through June 30, 2006.

B. AREAS OF RESPONSIBILITY:

1. The following areas of the "State Capitol Facilities" are to be serviced under this contract:

   a. State Capitol Building and Grounds

   b. Legislative Office Building and Grounds

   c. Legislative Parking Garage and Grounds

   d. Minuteman Park

   e. Day Care Center at 450 Broad Street, (janitorial and minor maintenance services only)

C. QUALITY:

1. The intent of this specification is that the Contractor is to provide services of a character customarily provided in first-class office buildings in Hartford, whether such services are included in the specifications or are special services requested by the Legislative Management.

2. First class mechanical services are defined as taking all steps and measures necessary to maximize the life expectancy of the property and equipment by proper operation, maintenance and repair.

3. First class cleaning services are defined as leaving finishes smelling fresh and clean, and spotless, without stains or streaks in appearance.

4. Legislative Management is to be the sole judge of said quality and required frequency of services to be provided herein.

D. MINIMUM REQUIREMENTS:

1. The bidder, in order to be considered for this contract, shall demonstrate a minimum of five years of proven successful experience in providing building mechanical, janitorial and general maintenance services together at one site similar to those required by this contract. The bidder is to have provided or is to be the prime contractor for all services, (building mechanical, janitorial and general maintenance),

at the client locations.

2. Provide a minimum of five (5) recent, (present or performed within the past two years), references of highest quality contracts of a similar scope and complexity. For each reference provide the following information:

   a. Location of facility, including company name and address.

   b. List of all services provided, including those provided by subcontract.

   c. Contract period, (dates), of performance.

   d. Dollar value of the contract listing the value of each option separately.

   e. The name, title and telephone number of the person responsible to oversee the contract for the firm that is/was provided the services.

E. BID BOND:

1. A Bid Bond in an amount representing ten percent of the first years bid amount is required. Failure to furnish a bid bond in the proper form and amount, by the time set for opening of bids, will be cause for rejection of the bid.

2. A bid bond shall be in the form of a firm commitment: a bid bond on a surety company licensed in the State of Connecticut, a postal money order, certified check or cashier's check. Bid guarantees other then bid bonds, will be returned; (a) to unsuccessful bidders as soon as practical after the opening of bids, and (b) to the successful bidder upon execution of such further contractual documents and bonds as may be required by the bid as accepted.

3. If the successful bidder, upon acceptance of his bid by the Joint Committee on Legislative Management within the period specified therein for acceptance, (60 calendar days if no period is specified), fails to execute such further contractual documents, if any, and give such bond(s) as may be required by the terms of the bid as accepted within the time specified, (10 calendar days if no period is specified), after receipt of the forms by him, the contract may be terminated for default. In the event of such termination, the Joint Committee on Legislative Management may procure or furnish, upon such terms and in such manner as the contracting officer may deem appropriate, service similar to those so terminated, the contractor shall be liable to the Joint Committee on Legislative Management for any costs which exceed the amount of this bid, and the bid guarantee shall be available toward offsetting excess costs.

F. PERFORMANCE BOND:

1. The bidder to whom the award is made shall furnish a performance bond for the protection of the Joint Committee on Legislative Management in an amount equal to one half of the annual all inclusive price, for the term of the contract, within fifteen (15) days awarding of the contract. The period of time for furnishing the performance bond may be extended for ten days, if fully justified in the opinion of the Joint Committee on Legislative Management and if the request for extension is received within the original fifteen-day period.

2. The Joint Committee on Legislative Management reserves the right to waive the requirement for a performance bond.

G. EVALUATION CRITERIA:

1. This contract will not automatically be awarded to the lowest bidder. Evidence of ability to perform will be a major factor in awarding these contracts. Each bid will be evaluated based on the following criteria:

- Background, related experience and evaluations of the references of the bidding company.
- The full service maintenance and cleaning approach.
- The qualifications of the key staff. (Site Manager, Assistant Site Manager, Project Manager and Night Cleaning Manager.)
- Cost Evaluation
- Quality and Completeness of Submissions

H. PRICING:

1. The all-inclusive price requested for this bid shall include:

a. All administrative personnel as specified in the request for proposal with the qualifications as described herein.

b. All cleaners, porters and mechanics as specified in the request for proposal with the qualifications as described herein.

c. All non-reimbursable overtime as required during the sessional periods and by administrative staff.

d. All janitorial supplies and equipment. (The Office of Legislative Management purchases all required paper goods.)

e. All mechanical tools and testing equipment.

f. Home office support and training.

g. Purchase and operation expense of the van.

h. All other expenses normally associated with the operation of janitorial and maintenance services.

2. Legislative Management may at any time; prior to the commencement of the contract, during the term of the contract or during any extensions of the contract, make adjustments in numbers of personnel within any category as may be necessary to meet budgetary or workload requirements. The base pay for these adjustments will be the billable rates as determined by the current labor rates adjusted for the Overhead and Profit percentage.

3. The all-inclusive price will be adjusted annually on July 1 to reflect the yearly adjustment in labor costs as published by the Connecticut Department of Labor. Adjustments will also be made at this time to reflect "normal staffing" levels based on actual levels for the previous year.

4. Invoicing will be accomplished on a monthly basis by dividing the annual all-inclusive amount by twelve. All additional work to include billable time will be paid upon receipt of work records and the certified payroll for the month and a monthly re-conciliation with the Office of Legislative Management.

I. INSURANCE REQUIREMENTS:

1. The successful bidder shall carry in force for the duration of this agreement the following insurance:

a. All statutory insurance, i.e. workman's compensation and unemployment insurances.

b. Bodily injury, occupational sickness or disease, or death of his employees; bodily injury, sickness or decease, or death of any person other then his employees and claims insured by usual personal injury liability coverage.

c. Damage because of injury to, disappearance of, or destruction of tangible property, including the loss of use resulting there from.

d. The Comprehensive General Liability Limits Shall Be:

Bodily Injury: $500,000 each person,
$1,000,000 each occurrence

Property Damage: $1,000,000 each occurrence

e. Automobile and/or truck use, on the premises, for deliveries, etc., shall require Comprehensive Automobile Insurance with coverage not less than:

Bodily Injury: $500,000 each person,
$1,000,000 each occurrence

Property Damage: $1,000,000 each occurrence

f. The insurance certificate shall include the Joint Committee on Legislative management as an additional insured.

g. The contractor shall defend and save harmless the Joint Committee on Legislate Management from actions, suits, or other legal proceedings that may be instituted on such claims or demands.

h. The insurance certificate shall also indicate that policies may not be canceled without at least 15 days prior notice to the Joint Committee on Legislative Management.

i. The successful bidder shall delivered to the Joint Committee on Legislative Management all required certificates of insurance prior to the award of the contract.

J. MANAGEMENT REQUIREMENTS:

1. The Contractor is fully responsible for supervision, operation, maintenance, and repairs of the Legislative Office Building and State Capital Building, (mechanical equipment, cafeteria equipment, audio and video equipment, carpentry and locksmith services, construction and painting services), in an efficient, economical, and satisfactory manner. These functions are described in the work breakdown sections of this document.

2. The Contractor shall provide all the management, administrative, and technical services, necessary for the effective and timely accomplishment of contract requirements. The Contractor shall provide the necessary staff and training required to perform management and operational functions, including the planning, scheduling, and allocation of resources. The contractor shall also provide a transition and training plan.

3. The Contractor shall review and make recommendations on the specifications for contracts pertaining to building maintenance services not provided by the contractor.

4. The Contractor shall provide all required supplies, materials, equipment, and vehicles and services not listed as State supplied property.

5. The Contractor shall develop procedures to receive, record, respond, and track all service calls, trouble calls, or other operational problems utilizing the computerized maintenance management system provided by the General Assembly.

K. EQUIPMENT:

1. Contractor will provide all equipment, materials and supplies necessary to perform the services specified in the contract. Unless specifically specified as being provided by the Connecticut General Assembly the Contractor is responsible for providing the required equipment, materials or supplies.

2. All equipment used at the facility shall be new at the Commencement Date of this Agreement and shall be replaced with new equipment as required, which shall be not less than every three years.

3. All equipment used and operated by contractor within the Building will be kept in a safe and serviceable condition at all times.

4. All equipment shall be maintained, at Contractor's sole cost and expense, in good working order, appearance and condition, and in accordance with the then applicable Occupational Safety and Health Act standards (e.g. vacuum cleaner cords shall not be spliced). Contractor will be held responsible for building equipment that is damaged or misused by contractor.

5. Contractor shall maintain on-site a carpet extraction machine.

6. Certain equipment owned by the State will be made available to the Contractor. This equipment shall be maintained in good working order, appearance and condition. The contractor will be held responsible for State owned equipment that is damaged or misused by the contractor or it subcontractors.

L. CONTRACT START UP:

1. Prior to the contract starting date submit in writing, to Legislative Management, the names of the Site Manager, Assistant Site Manager, Projects Manager and Night Cleaning Manager.

2. At the commencement of the contract, the Contractor shall meet with the Legislative Management Representative(s) and review the total workload and the methods proposed by the Contractor. At this meeting the following will be reviewed:

   a. Job assignments and scheduled assignments for each position.

   b. The annual schedule of periodic cleaning, general maintenance and mechanical maintenance by dates and areas. This schedule is to be reviewed

and modified as required.

c. The contractor's plan on how to operate the building in conformance with the requirements of the contract.

d. The Contractor's Quality Control Program.

3. The Contractor shall, not later than seven (7) days prior to the effective date of the contract, provide the Legislative Management Representative with a call list of telephone and pager numbers which Legislative Management and the State Capitol Police may use at any time to directly contact the Contractor, the Site Manager and Assistant Site Manager. After normal working hours, (8:00 a.m. to 5:00 p.m.), the Site Manager or the Assistant Site Manager shall be available within one hour at the site. The Contractor shall immediately notify the Legislative Management Representative of any changes in these call list numbers.

4. Contractor shall provide a detailed inventory list of all the equipment permanently maintained and used at the Building and Property prior to the commencement of this Agreement and upon the annual anniversary date of this Agreement.

5. Prior to the commencement of the Contract, Contractor will provide Legislative Management with a minimum of three comprehensive binders containing Material Safety Data Sheets for all applicable products used by Contractor at the property. Contractor shall provide additional MSDS sheets whenever a new solution, solvent etc. is introduced at the facility prior to its arrival at the facility. One binder is to be maintained in the OLM office, one in the Contractor's office and one in the State Capitol Police office.

6. Contractor shall provide a quantity of binders sufficient to locate one in every area where solutions, solvents etc. are located (e.g. all janitorial closets). Contractor shall identify with a label the contents of each spray bottle used by its employees. No spray bottles without a label designating its contents shall be permitted to be used.

M. RECORDS AND REPORTING REQUIREMENTS:

1. Contractor's administrative personnel shall be available at all times to report to and confer with Legislative Management's designated representatives. Contractor's administrative personnel shall be on-site with Contractor's employees unless the necessity to be off-site is directly related to the responsibility of performing the services specified in this Agreement, e.g. driving off-site to pick up supplies or equipment.

2. Contractor shall submit to Lessee such records and reports as may be identified in the Specifications or such other records and reports as Lessee may require. Contractor shall maintain on-site a file for each employee containing documentation including but not limited to the following: work application; starting date at the

property; confirmation of notification of Building's policies and procedures; verbal and written warnings and instructions; and, incident reports.

3. Contractor will keep recorded schedules or required cleaning assignments in a form and manner satisfactory to the Building Manager.

4. The Contractor shall develop and maintain a level of record keeping sufficient to provide comprehensive, timely, and accurate reports to the State for review and/or approval, as requested.

5. To facilitate contract administration and inspection by the Legislative Management Representative, the contractor shall submit reports as specified, as requested or as required.

6. It is necessary that various data be reported to the State on a quarterly basis. The specifics of the data collection and preparation are left to the Contractor; however, the accounting and reporting procedures and systems shall be in accordance with generally accepted accounting principles and/or Building Owners and Managers Association conventions, as appropriate.

7. The contractor shall submit a certified weekly work report for each employee performing the work described in the contract. These reports are to be submitted at the end of each week to the Legislative Management Representative listing each employees name, classification and hours worked each day.

8. The Night Cleaning Manager shall meet weekly with a Legislative Management Representative for the purpose of a building inspection at a time and day to be specified by the Legislative Management Representative.

9. The Contractor shall maintain daily building operating logs including equipment-operating logs as per industry standard. The Contractor shall make the operating logs available for inspection by the Legislative Management Representative.

10. Legislative Management's computerized maintenance management system, (currently Maximo Advantage), is to be utilized by the Contractor to perform record keeping and reporting requirements. The Contractor will be responsible for data entry of information in a timely manner, including but not limited to:

    a. Recording all service calls received by the contractor's staff.

    b. Recording the assignment the assignment and completion of all work orders.

    c. Recording all non-daily cleaning, mechanical and general maintenance tasks completed.

    d. Recording all preventive maintenance work performed on each piece of

equipment by type, equipment number.

e. Maintaining and updating information in the system.

11. Periodic reports generated by the computerized maintenance management system are to be provided as required or requested, including but not limited to:

a. Reports of preventive maintenance performed.

b. Work order backlog reports.

c. Reports on reoccurring problems.

d. Open preventative maintenance tasks.

12. The Contractor shall provide estimates and price quotes for building maintenance projects, equipment and supplies. Upon request the Contractor shall provide actual costs, cost estimates and cost projections of building maintenance expenses.

13. The Contractor shall monitor building operation expenses, report deviations and make recommendations for cost savings.

N. QUALITY CONTROL PROGRAM:

1. This pertains to all aspects of the contract, (i.e., Cleaning, Cafeteria Maintenance of Equipment, Audio/Visual Maintenance of Equipment, HVAC Mechanical Maintenance of Equipment, etc.).

2. The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified, Within five (5) days prior to the starting date of the contract, the Contractor shall submit a copy of his program to the Legislative Management's Representative. The program shall include, but not be limited to the following:

a. An inspection system covering all the services described in the contract. A checklist used in inspecting contract performance during regularly scheduled or unscheduled inspections. The name(s) of the individual(s) who will perform the inspection,

b. The checklist shall include every area of the Contractor's operation, as well as every task required to be performed.

c. A system for identifying and correcting deficiencies in the quality of services before the level .of performance becomes unacceptable and/or the Legislative Management inspectors point out the deficiencies.

d. A file of all inspections conducted by the Contractor and the corrective action taken. This documentation shall be made available to the State during the term of the contract.

O. BUILDING SPACE ASSIGNED TO THE CONTRACTOR:

1. Space available in the Buildings will be assigned to the Contractor for office areas, workshops and the storage of bulk supplies and equipment to be used in the performance of the work required by the contract. These areas are to be kept in a neat and orderly condition at all times.

2. Maintenance closets, located at various points throughout the buildings may be used by the individual cleaners for storing equipment including mops, brooms, dust cloths and other items. These closets and the stored equipment are to be kept in a neat and orderly condition at all times and free of all combustibles.

P. TERMINATION:

1. In the event that the Contractor fails to perform specified work or if any operation or service is omitted or unsatisfactorily performed, the Contractor will be notified in writing of the failure, omission or unsatisfactorily performance.

2. Such specified work or operation or service must be satisfactorily performed or scheduled to be performed within five (5) working days of such notice.

3. If the Contractor does not comply within the specified period of time, the Contract may be terminated at the option of Legislative Management in fifteen (15) working days.

Q. VAN:

1. The Contractor will provide a 2001 model year, heavy duty, full sized cargo van for use by the Contractor's personnel exclusively in conjunction with the performance of this contract. This van is to have no more then 5000 mile on the odometer at the commencement of the contract.

2. The Contractor will provide insurance, maintenance and upkeep for the van. The van will be kept in a clean, safe and orderly condition at all times.

3. The van will be garaged in the Legislative Parking Garage.

4. The van is to be registered in the State of Connecticut.

R. MISCELLANIOUS POLICIES:

1. Contractor shall at all times maintain good order among its employees and ensure compliance with building rules and regulations, as defined in this Agreement and copies of which will be provided by Legislative Management from time to time.

2. No articles other than personal belongings are to be removed from the premises.

3. All trash items are to remain as trash.

4. No alcoholic beverages, narcotics or any illegal substances are to brought onto or consumed at the Premises.

5. No firearms, blades, any type of personal weapon or weapon of mass destruction is permitted to be brought onto the Premises.

6. No employee of Contractor shall be permitted to smoke in any areas of the Building or parking garage other then designated smoking areas.

7. No exterior or interior doors to the Building, an office space, common area, mechanical closet or any other common area of the Building are to be propped and/or left open. No door is to be propped open by inserting a pole or any other object between the door and doorjamb. Any damage caused by such an action shall be restored/repaired by the contractor and the expense of said repair shall be borne by Contractor.

8. All keys required for Contractor's personnel to service the facility are to be signed out from and back in at the beginning and end of each shift. Only the cleaner(s) responsible for cleaning a designated area(s) may sign out and sign in the keys for said area from Security. Under no circumstances may any employee of Contractor remove building keys from the property and/or make duplicates of any of the keys. The expense of any re-keying of the facility as a result of Contractor's personnel losing keys, copying keys or removing keys from the Premises shall be borne solely and entirely by Contractor.

9. Telephones and State Property:

   a. Other then in areas specified below, no employee of Contractor may use a telephone, microwave oven, toaster oven or any appliance, piece of office equipment or similar article located at the Premises for any purpose what-so-ever, violation of this policy shall result in the immediate removal of the employee from the property.

   b. Contractor's employees may use the telephone located in the contractor's on-site office and "house phones" located in the buildings to make business calls

related to the performance of the contract.

c. Contractor's employees may not use portable/cellular phones in the buildings during working hours.

10. Any anticipated employee absenteeism or tardiness is to be reported directly to Contractor's office by employee.

11. Contractor's employees arriving with knapsacks, book bags, backpacks or various other bags and sacks such bags are to store them in the contractor's space in the Capitol basement level during the employee's shift.

12. Prior to the commencement date of this Contract, Contractor shall provide adhesive stickers to designate articles as trash to be discarded.

13. Contractor shall not remove any articles that are not in the trash receptacles or clearly designated as trash for disposal. Contractor's employees shall not open any desk drawers, file cabinets or closets except for janitorial closets, nor shall employees remove any articles that are the property of State or the State's employees. Any unauthorized removal of said property, including supplies provided by Owner, shall be prosecuted to the fullest extent possible by law.

## GENERAL PROPOSAL REQUIREMENTS
## FOR CONTRACTUAL SERVICES

1. **DEFINITIONS:** As used herein, the following terms shall have the following meaning unless otherwise required by the context:

   (a) "State" means the Connecticut General Assembly acting by and through the Executive Director of the Joint Committee on Legislative Management;

   (b) "Proposer" means a person, firm or corporation submitting a proposal in response to a request for proposals.

   (c) "Contractual Services" means any and all laundry and cleaning service, pest control service, janitorial service, security service, the rental and repair, or maintenance, of equipment, machinery and other state-owned personal property, advertising and photostating, mimeographing, data entry, data processing and other similar service arrangements where the services are provided by persons other than state employees.

   (d) "Contractor" means any individual, firm or corporation to whom a contract is awarded against a proposal submitted;

   (e) "Proposal" means an offer submitted in response to this request for proposal, to furnish the services described herein to the State, under the prescribed conditions at the stated prices;

   (f) "Contract" means the acceptance by the State of an offer of a Proposer to furnish the services described herein at the stated prices in response to this request for proposal (see Paragraph 3, below).

2. **PROPOSALS:**

   (a) AMENDMENT OR WITHDRAWAL OF PROPOSAL. The State reserves the right to amend and/or cancel this request for proposals at any time prior to the proposal opening, and to correct any award erroneously made as a result of clerical error on the part of the State.

   (b)TELEPHONE, TELEGRAPHIC, AND ORAL COMMUNICATIONS. Telephone and telegraphic proposals will not be considered. Any alleged oral information, agreement or arrangement made by a Proposer or Contractor with any employee of the State of Connecticut will be disregarded.

   (c) REFUSAL OF PROPOSAL. The State reserves the right to refuse any and all proposals hereunder. The State will refuse any proposal that does not meet the entire request for proposal.

   (d) OPENING OF PROPOSALS. All proposals will be opened, and copies of all proposals will be available, on the prescribed date and time in the Office of Legislative Management, Legislative Office Building, Room 5100, Hartford, Connecticut 06106.

3. **FORMATION OF CONTRACT:**

   (a) Each proposal will be received with the understanding and agreement by the State and the Proposer that: (i) the acceptance in writing by the State of the Proposer's offer to furnish the services required in this Request for Proposal, shall constitute a contract between the Proposer and the State which shall bind the Proposer on his part to furnish and deliver said

services at the prices specified in said proposal, and the State on its part to order from the Contractor, except for causes beyond reasonable control, and subject to the availability of appropriated funds, and to pay for at the contract prices, the services provided for in this Request for Proposal; and (ii) that all the provisions of this Request for Proposal shall constitute the terms and conditions of said contract, except to the extent provided otherwise in an agreement executed by the State and the Proposer subsequent to the receipt of said Proposal by the State.

(b) No alterations or variations of the terms of contract shall be valid or binding upon the State unless made in writing and signed by the State.

(c) It is mutually understood and agreed that the Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of his contract or his right, title or interest therein, or his power to execute such contract, to any other person, firm or corporation, without the previous written consent of the State. Any subcontracting done for this Contract must be agreed to in writing by the State at the time the Contract is signed.

(d) The placing in the mail or delivery to the address given in his proposal or delivery of notice of award to a Proposer will constitute notice of acceptance of the proposal, thus forming the Contract between the State and the Proposer. When so requested by the State, the Contractor shall execute a formal contract with the State for the complete performance specified therein.

(e) Failure of the Contractor to deliver services as provided for herein or failure to make replacements of rejected commodities when so requested, immediately or as directed by the State, will constitute authority for the State to purchase in the open market to replace the commodities rejected or not delivered. The State reserves the right to authorize immediate purchases in the open market against rejections on any contract when necessary. On all such purchases, the Contractor agrees promptly to reimburse the State for excess costs occasioned by such purchases. However, should public necessity demand it, the State reserves the right to use or consume commodities delivered which are substandard in quality, subject to an adjustment in price to be determined by the State.

(f) Any service rendered by the Contractor hereunder which fails in any way to meet the terms of the Contract is subject to rejection or payment at an adjusted price basis. The decision of the State shall be final.

(g) The contractor, when under contract, shall maintain adequate accounting records in accordance with all applicable state regulations in connection with this project and such records shall be made available for inspection by the State or other persons designated by the State. The Contractor shall make such accounts and records accessible to authorized state officials for the purpose of audit and examination.

(h) All materials developed in conjunction with the contract shall become the property of the State at no additional cost.

(i) No report or document produced in whole or in part in connection with the contract shall be the subject of an application for copyright by or on behalf of the contractor.

(j) The contractor when under contract, shall not use the name of the State for advertising or promotional purposes without prior permission in writing.

## GENERAL PROPOSAL REQUIREMENTS
## FOR CONTRACTUAL SERVICES

4. **CANCELLATION OF CONTRACT:** The Joint Committee on Legislative Management will reserve the right to cancel this contract within five days notice due to unsatisfactory performance. In the event that this is done, the contractor will be paid for all the work performed or commodities provided up to the time of cancellation.

5. **RENEWAL OF CONTRACT:** The Joint Committee on Legislative Management reserves the right to renew this contract under the conditions in Connecticut General Statutes section 2-71s.

6. **CONTRACTOR'S GUARANTEES:** Contractor hereby agrees and guarantees:

   (a) To perform any contract awarded in accordance with the specifications, terms and conditions contained .in this invitation.

   (b) To indemnify, defend and save harmless the State of Connecticut, its officers, agents and employees from any and all claims, and losses, including contractual, casualty and Worker's Compensation claims, accruing or resulting to any and all persons, firms or corporations as a result of any injury or damage caused by the contractor in performance of the contract and/or by the contractor's use of any and all equipment owned by the State of Connecticut to perform this contract.

7. **INDEPENDENT PRICE DETERMINATION AND OFFER OF GRATUITIES:** By submission of a proposal, the Proposer certifies that in connection with this procurement the following requirements have been met:

   (a) The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition, as to any matter relating to such process with any other organization or with any competitor;

   (b) Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other organization or to any competitor;

   (c) No attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition;

   (d) The Proposer has no knowledge of the specific proposal contents prior to actual receipt of the proposal;

   (e) The Proposer certifies that no elected or appointed official or employee of the State of Connecticut has or will benefit financially or materially from this procurement. Any contract arising from this procurement may be terminated by the State if it is determined that gratuities in excess of those allowed under Chapter 10 of the Connecticut General Statutes (Code of Ethics for Public Officials) were either offered to or received by any of the aforementioned officials or employees from the Contractor's agent or the Contractor's employee(s).

8. **FREEDOM OF INFORMATION:** Due regard will be given to the protection of proprietary information contained in all proposals received; however, Proposers should be aware that all materials associated with this procurement are subject to the terms of the Freedom of Information Act, the Privacy Act and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for Proposers to merely state generally that the proposal is proprietary in nature and not

therefore subject to release to third parties. Those particular pages or sections which a Proposer believes to be proprietary must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exception from release consistent with Section 1-210 of the Connecticut General Statutes must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute. Between the Proposer and the State, the final administrative authority to release or exempt any or all material so identified rests with the State.

9. **DISCOUNTS:** All discounts should be reflected in the base price. Other discounts will not be considered when determining the low Proposer.

10. **DISQUALIFICATION FROM SUBMITTING A PROPOSAL:**

(a) The Joint Committee on Legislative Management may disqualify any person, firm or corporation, for up to two years, from submitting a proposal for, applying for, or participating as a subcontractor under contracts with the legislative department, pursuant to section 2-71p of the Connecticut General Statutes, for contractual services required by the legislative department, for one or more causes set forth under subsection (c) of this section. The committee shall provide notice and an opportunity to be heard to the person, firm or corporation which is the subject of the proceeding. The committee shall issue a written decision within ninety days of the last date of such hearing and state in the decision the reasons for the action taken and, if the person, firm or corporation is being disqualified, the period of such disqualification. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested. The written decision shall be a final decision for the purposes of sections 4-180 and 4-183 of the Connecticut General Statutes.

(b) Before initiating such a proceeding or during the proceeding, the committee may suspend the person, firm or corporation from being considered for the awarding of such a contract for such contractual services, if the committee determines that there is probable cause for disqualification under subsection (a) of this section. No such suspension shall exceed three months. The committee may suspend such a person, firm or corporation only by issuing a written decision setting forth the reasons for, and the period of, the suspension. The committee shall send the decision to such person, firm or corporation by certified mail, return receipt requested.

(c) Cause for disqualification or suspension from submitting proposals shall include the following:

(1) Conviction or entry of a plea of guilty for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract;

(2) Conviction or entry of a plea of guilty under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor;

(3) Conviction or entry of a plea of guilty under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals;

(4) Noncompliance with contract provisions, of a character regarded by the committee to be

of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limits provided in a contract;

(5) A recent record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or unsatisfactory performance was caused by acts beyond the control of the contractor or supplier; or

(6) Any other cause the committee determines to be so serious or compelling as to affect responsibility as a state contractor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts.

(7) The committee may reduce the period or extent of disqualification, upon the contractor's request, supported by documentation, for the following reasons:

(a) Newly discovered material evidence;
(b) Reversal of the conviction upon which the disqualification was based;
(c) Bona fide change in ownership or management;
(d) Elimination of other causes for which the disqualification was imposed; or
(e) Other reasons the committee deems appropriate.

(8) The committee may grant an exception permitting a disqualified contractor to participate in a particular contract or subcontract upon a written determination by the committee that there is good cause, in the interest of the public, for such action.

**11. NONDISCRIMINATION:** Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

(a) As used in this section:

(1) "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 section 32-9n(1) of the Connecticut General Statutes;

(2) "Good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

(3) "Good faith efforts" include, but are 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;

(4) "Commission" means the Commission on Human Rights and Opportunities;

(5) "Public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public

building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions:

(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 groups of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, sexual orientation, past or present history of mental disorder, mental retardation, learning 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.

(2) 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, sexual orientation, past or present history of mental disorder, mental retardation, learning 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 of the Connecticut General Statutes and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f of the Connecticut General Statutes; (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 of the Connecticut General Statutes. 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) 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.

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

(e) The contractor shall include the provisions of subsection (a) of this section 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 of the Connecticut General Statutes; 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.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

(g) This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**12. ENFORCEMENT OF ANTIDISCRIMINATION PROVISIONS:** (Conn. Gen. Stat. Sec. 46a-56)

(a) The commission shall:

(1) Investigate the possibilities of affording equal opportunity of profitable employment to all persons, with particular reference to job training and placement:

(2) Compile facts concerning discrimination in employment, violations of civil liberties and other related matters;

(3) Investigate and proceed in all cases of discriminatory practices as provided in this chapter and noncompliance with the provisions of sections 4a-60, 46a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes;

(4) From time to time, but not less than once a year, report to the governor as provided in section 4a-60 of the Connecticut General Statutes, making recommendations for the removal of such injustices as it may find to exist and such other recommendations as it deems advisable and describing the investigations, proceedings and hearings it has conducted and their outcome, the decisions it has rendered and the other work it has performed;

(5) Monitor state contracts to determine whether they are in compliance with sections 4a-60 and 46a-60a of the Connecticut General Statutes and all other provisions of the general statutes which prohibit discrimination; and

(6) Compile data concerning state contracts with female and minority business enterprises and submit a report annually to the general assembly concerning the employment of such business enterprises as contractors and subcontractors.

(b) The commission may, when it is deemed in the best interests of the state, exempt a contractor from the requirements of complying with any or all of the provisions of sections 4a-60, 46a-60a, 46a-68c, 46a-68d or 46a-68e of the Connecticut General Statutes in any specific contract. Exemptions under the provisions of this section may include, but not be limited to, the following instances: (1) If the work is to be or has been performed outside the state and no recruitment of workers within the limits of the state is involved; (2) those involving less than specified amounts of money or specified numbers of workers; (3) to the extent that they involve subcontracts below a specified tier. The commission may also exempt facilities of a contractor which are in all respects separate and distinct from activities of the contractor related to the performance of the contract, provided such an exemption shall not interfere with or impede the effectuation of the purposes of this section and' sections 46a-60, 4a-62, 32-9c, 46-68b to 46a-68k, inclusive, and 46a-60a of the Connecticut General Statutes.

(c) If the commission determines through its complaint procedure that a contractor or subcontractor is not complying with anti-discrimination statutes or contract provisions required under sections 4a-60, 46a-60a, 46a-68c, 46a-68d, 46a-68e or 46a-68f, (A) the state shall retain two per cent of the total contract price per month on any existing contract with such contractor and (B) the contractor shall be prohibited from participation in any further contracts with state agencies until: (i) The expiration of a period of two years from the date of the finding of noncompliance or (ii) the commission determines that the contractor has adopted policies consistent with such statutes. The commission shall make such a determination as to whether the contractor has adopted such policies within forty-five days of its determination of noncompliance. In addition, the commission may do one or more of the following: (1) Publish or cause to be published, the names of contractors or unions which it has found to be in noncompliance with such provisions; (2) notify the attorney general that, in cases in which there is substantial or material violation or the threat of substantial or material violation of the contractual provisions set forth in sections 4a-60 or 46a-60a of the Connecticut General Statutes, appropriate proceedings should be brought to enforce those provisions, including the enjoining, within the limitations of applicable law, of organizations, individuals or groups who prevent directly or indirectly, or seek to prevent directly or

indirectly, compliance with the provisions of said sections 4a-60 of 46a-60a; (3) recommend to the equal employment opportunity commission or the department of justice that appropriate proceedings be instituted under Title VII of the Civil Rights Act of 1964, when necessary; (4) recommend to the appropriate prosecuting authority that criminal proceedings be brought for the furnishing of false information to any contracting agency or to the commission as the case may be; (5) order the contracting agency to refrain from entering into further contracts, or extension or other modifications of existing contracts, with any noncomplying contractor, until such contractor has satisfied the commission that such contractor has established and will carry out personnel and employment policies in compliance with antidiscrimination statutes and provisions of sections 4a-60, 46a-60a and 46a-68c to 46a-68f, inclusive, of the Connecticut General Statutes. The commission shall adopt regulations in accordance with chapter 54 of the Connecticut General Statutes to implement the provisions of this section.

(d) If the commission determines through its complaint procedure and after a hearing held in accordance with chapter 54 of the Connecticut General Statutes that, with respect to a state contract, a contractor, subcontractor or supplier of materials has (1) fraudulently qualified as a minority business enterprise or (2) performed services or supplied materials on behalf of another contractor, subcontractor or supplier of materials knowing (A) that such other contractor, subcontractor or supplier has fraudulently qualified as a minority business enterprise in order to comply with antidiscrimination statutes or contract provisions required under section 4a-60 or 46a-60a, and (B) that such services or materials are to be used in connection with a contract entered into pursuant to subsection (b) of section 32-9e it shall assess a civil penalty of not more than ten thousand dollars upon such contractor, subcontractor or supplier of materials. The attorney general, upon complaint of the commission, shall institute a civil action in the superior court for the judicial district of Hartford to recover such penalty. Any penalties recovered shall be deposited in a special fund and shall be held by the treasurer separate and apart from all other moneys, funds and accounts. The resources in such fund shall, pursuant to regulations adopted by the commission in accordance with the provisions of chapter 54, be used to assist minority business enterprises. As used in this section, "minority business enterprise" means any contractor, subcontractor 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.

**13. COMPLIANCE REPORTS:** (Conn. Gen. Stat. Sec. 46a-68e) Each contractor shall file, and shall cause each of his subcontractors to file, with the commission such compliance reports at such times as the commission may direct. Compliance reports shall contain such information as to the practices, policies, programs and employment policies, employment programs, and employment statistics of the contractor and each subcontractor and be in such form as the commission may prescribe.

**14. LABOR UNION PRACTICES:** (Conn. Gen. Stat. Sec. 46a-68f) Whenever the contractor or subcontractor has a collective bargaining agreement or other contract or understanding with a labor union or an agency referring workers or providing or supervising apprenticeship or training for such workers, the compliance report shall include information pertaining to such labor union's or agency's practices and policies affecting compliance, as the commission may prescribe; provided, to the extent such information is within the exclusive possession of a labor union or an agency referring workers or providing or supervising apprenticeship or training and such labor

union or agency refuses to furnish information to the contractor, the contractor shall so certify to the commission as part of its compliance report and shall set forth what efforts have been made to obtain such information.

15. **LABOR REPORTING:** The Contractor also agrees to make available to the State Department of Labor a listing of all available employment openings for the purpose of carrying out the terms of the Contract.

16. **PROPOSAL DELIVERY AND OPENING:** It is the Vendor's responsibility to deliver proposals to the Office of Legislative Management, Legislative Office Building, Room 5100, Hartford, Connecticut 06106, to the attention of the Purchasing Department before the time and date indicated below. Late proposals shall be rejected. The envelope should be clearly marked as follows:

**SEALED PROPOSAL**
**FLAG CONSERVATION**

Proposals will be opened and read immediately following submission deadline.

17. **PROPOSER LABEL:** Vendor should use the attached label on their sealed proposal so that it is not opened in error.

18. **GOVERNING LAW:** This request for proposal and any contract awarded pursuant thereto shall be governed by the laws of the state of Connecticut, and in accordance with all state and federal Occupational Safety and Health requirements.

## BUILDING DATA

A. All amounts listed below are based on the records available and/or standard methods for measurement. Actual amounts may vary based on modifications made to the buildings and/or the standard used for measurement.

1. Legislative Office Building:

| | | |
|---|---|---|
| Gross area | 205,000 | sq. ft. |
| Cleanable area | 179,751 | sq. ft. |
| Computer room flooring | 705 | sq. ft. |
| Carpeting | 145,102 | sq. ft. |
| Tile | 17,639 | sq. ft. |
| Stone | 16,306 | sq. ft. |
| Toilets | 81 | units |
| Urinals | 19 | units |
| Sinks | 87 | units |
| Showers | 8 | units |
| Stairways | 14 | flights |

2. State Capitol Building:

| | | |
|---|---|---|
| Gross area | 180,000 | sq. ft. |
| Cleanable area | 106,900 | sq. ft. |
| Carpeting | 63,444 | sq. ft. |
| Tile | 12,672 | sq. ft. |
| Stone | 30,785 | sq. ft. |
| Toilets | 43 | units |
| Urinals | 24 | units |
| Sinks | 44 | units |
| Showers | 0 | units |
| Stairways | 16 | flights |

3. Concourse:

| | | |
|---|---|---|
| Gross area | 10,794 | sq. ft. |
| Cleanable area | 10,794 | sq. ft. |
| Carpeting | 3,428 | sq. ft. |
| Tile | 7,365 | sq. ft. |

4. Garages:

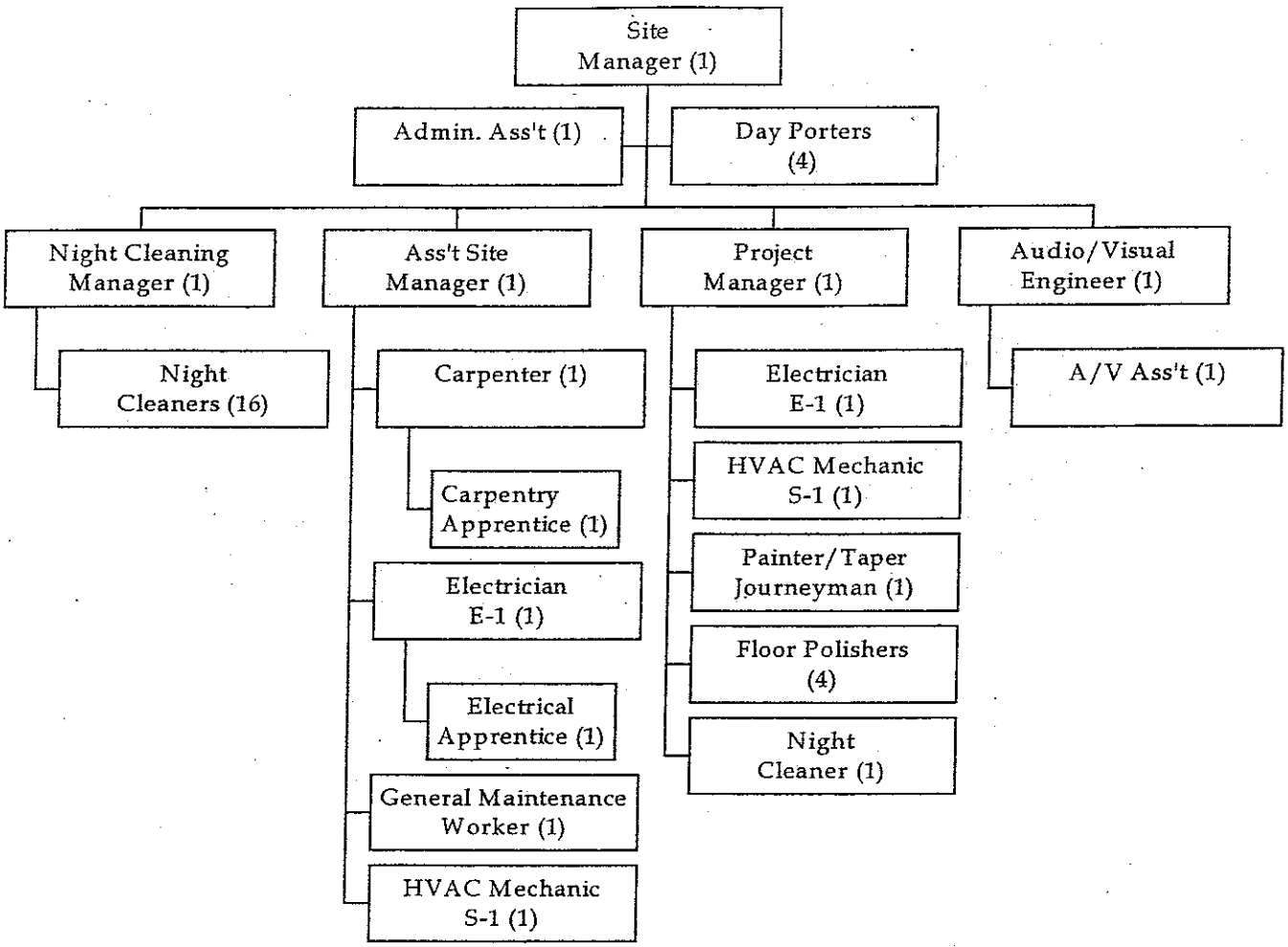
| | | |
|---|---|---|
| Gross area | 369,025 | sq. ft. |
| Cleanable area | 369,025 | sq. ft. |
| Stairways | 14 | units |

5. Day Care Center, 450 Broad Street:

| | | |
|---|---|---|
| Gross area | 6,000 | sq. ft. |
| Cleanable area | 6,000 | sq. ft. |
| Bathrooms | 4 | |

# PERSONNEL

## A. INITIAL ORGANIZATIONAL CHART:



B. GENERAL PERSONNEL REQUIREMENTS:

1. Standards of Performance. The Services shall be performed by qualified, competent, efficient and discreet personnel in accordance with the recognized best practices and industry standards, and in a manner so as to minimize the risk of injury to persons and property.

2. Contractor shall employ on the premises only persons skilled and trained in the work assigned to them. Contractor shall promptly furnish qualified substitutes for any employees that, in the sole opinion of Legislative Management, are unsatisfactory.

3. Contractor shall comply with all laws, orders and regulations of public authorities relative to rates of wages, hours of labor and other similar or dissimilar matters which may be binding upon Contractor or Legislative Management in connection with any work or contract for or in connection with which the Work furnished by Contractor under this Agreement.

4. SECURITY CLEARANCE:

   a. Legislative Management shall have and exercise full and complete control over granting, denying, withholding or terminating security clearance for employees.

   b. The Contractor must make arrangements for security clearance of all potential employees at the State Capitol Site from the State Capitol Police Office a minimum of one week in advance of the employee's reporting to work at this site.

5. Contractor shall be responsible for all injuries or damages to Contractor's employees or agents incurred or sustained at the Property while performing, or in any way associated with, their responsibilities as defined herein. Contractor shall indemnify, hold harmless, protect and defend Indemnitees with counsel satisfactory to Legislative Management from and against all Claims arising out of or related to such injuries or damages.

6. 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.

7. If for any reason whatsoever, Lessee and/or Manager, in their sole discretion, determine that any person employed by Contractor is not performing in accordance with the foregoing standards, upon receiving written notification, Contractor shall remove said employee from the facilities subject to this Agreement and shall simultaneously substitute another employee.

8. Legislative Management may require dismissal from work any employee who is identified as a potential threat to the health, safety, security, general well-being or the operational mission of the facilities and their population.

9. Each employee of the Contractor shall be a citizen of the United States or an alien who has been lawfully admitted for permanent residence as evidenced by Alien Registration Receipt Card From 1-51.

10. Uniforms:

    a. While on duty, each employee provided by Contractor (or its subcontractors) with the exception of administration employees shall be outfitted with a uniform and safety shoes and is to wear the photo identification badge provided by the State Capitol Police. Said uniforms are to be approved by Legislative Management and shall have the Company's logo and employee's name on the shirt. All uniforms are to be freshly laundered and neat in appearance. Each employee of Contractor's permanently assigned to the facility shall have not less than eight sets of uniforms.

    b. Contractor shall supply staff with appropriate outdoor wear as required and applicable, e.g. rain coats, boots, gloves, hats, winter jackets etc.

    c. No employee shall be permitted to wear open toed shoes, sandals, shorts or skirts while working on the Premises. Any of Contractor's staff violating this policy shall be immediately removed from the Premises by Contractor's supervisor and will not be permitted to return until said violation is rectified.

11. Breaks shall be held only in areas designated by Legislative Management. Smoking will only be allowed in the designated smoking area. No smoking is allowed in the contractor's office. Meal eating and any breaks shall be held only in areas designated within the Contractor's office space or in public areas, i.e. cafeteria, building exterior, etc.

12. The job descriptions for each position specified reflect the general details considered necessary to describe the principal functions of the position identified and shall not be construed as a detailed description or definition of all work requirements involved in the position.

13. The Contractor will work with the State Capitol Police in setting up an effective HIV, HBV and other blood born pathogens program.

## C. ADMINISTRATIVE STAFF GUAREENTEED HOURS:

1. The administrative staff costs are to be included in the management cost and no overtime will be billable.

2. Administrative staff is to be provided on a guaranteed man-hours basis. Guaranteed man hours are defined as regular time actually worked, holidays and specified annual leave.

3. The guaranteed hours are as follows:

| | | |
|---|---|---|
| Site Manager | - | 40 hours per week |
| Assistant Site Manager | - | 40 hours per week |
| Project Manager | - | 40 hours per week |
| Night Cleaning Manager | - | 40 hours per week |
| Administrative Assistant | - | 40 Hours per week |

4. Absences of administrative staff in excess of time for holidays and specified annual leave are to be credited at the billable rate specified on the proposal form.

5. During schedule working hours, specified extended hours and at any time that more then five (5) of the Night Cleaners, Porters, and/or Maintenance workers are scheduled to work a minimum of one (1) of the Administrative staff Managers is to be on site.

## D. BILLABLE HOURS:

1. Billable hours apply to four classifications of workers: Night Cleaning, which includes night cleaners and floor polishers; Porters, the day porter service, Maintenance which includes the general maintenance worker and audio/visual assistant and Construction, which includes the journeymen, apprentices and A/V Engineer.

2. The hours actually worked by the Night Cleaning, Porters, Maintenance and Construction staffs are billable.

3. State holidays, vacations, sick time and other leave time are <u>not</u> billable hours and are to be included in the Contactor's overhead costs.

4. Night Cleaning, Porters, Maintenance and Construction staffs will use a time clock/card timekeeping system. The existing "TruTime" time clock system provided and maintained by Legislative Management is to be the time clock system utilized by the Contractors staff.

5. The required overtime hours for Night Cleaning, Porters, Maintenance and Construction staff during sessional periods are billable hours.

6. It is required that the absences of Porters on the day shift be covered on the day of absence.

## E. STAFFING LEVELS:

1. The staffing levels indicated in the organizational chart are a baseline for the purpose of submitting price proposals. This staffing level is based on current requirements to clean and maintain the building.

2. The staffing levels are subject to adjustment either prior to the commencement of the contract or during the term of the contract at the discretion of Legislative Management.

## F. SESSIONAL PERIODS:

1. During odd-numbered years the sessional period runs from the first Wednesday after the first Monday in January to the first Wednesday after the first Monday in June.

2. During even-numbered years the sessional period runs from the first Wednesday after the first Monday in February to the first Wednesday after the first Monday in May.

3. During sessional periods the Contractor will be required to provide one (1) Porter, one (1) Audio Visual Technician, (the Audio/Visual Engineer or the Audio Visual Assistant) and one administrative staff member, (Site Manager, Assistant Site Manager, Project Manager or Night Cleaning Manager), for coverage of evening or weekend sessions, meetings or hearings, until one half hour after the session, meeting(s) or hearing(s) are ended. Supervision will be by the assigned administrative staff member. The time for the Porter and the Audio/Visual Engineer are billable for this period but the administrative position is not. The Legislative Management Representative on an individual basis may approve substitutions.

## G. WAGES AND BENEFITS:

1. Night Cleaners, Floor Polishers and Porters: -

   a. This job site is currently serviced by union cleaners in Local 531, Service Employees International Union.

   b. This contract must be bid based on the hourly rates and benefit rates in the Service Contract Rates as determined by the Connecticut State Labor

Department. The Service Contract Rates applicable to this bid specification are attached.

c. The minimum hourly rate that the **Day Porters** are paid is to be a 25¢ per hour premium over the "Janitor" rate.

d. The minimum hourly rate that the **Night Cleaners** are paid is to be 50¢ per hour premium over the "Janitor" rate.

e. The minimum hourly rate that the **Floor Polishers** are paid is to be $1.50 per hour premium over the "Janitor" rate.

f. The cost of any paid leave time for state holidays, vacation, personnel leave time, sick, and/or bereavement is <u>not</u> billable and is to be included in the overhead cost for the position.

2. Maintenance Staff:

a. The Maintenance staff includes the General Maintenance Worker and the Audio/Visual Assistant.

b. Local 30, International Union of Operating Engineers, currently represents this staff.

c. This contract must be bid based on the hourly rates and benefit rates in the Service Contract Rates as determined by the Connecticut State Labor Department. The Service Contract Rates applicable to this bid specification are attached.

d. The minimum hourly rate that the **General Maintenance Worker** is paid is to be the "General Maintenance Worker" rate.

e. The minimum hourly rate that the **Audio/Visual Assistant** is paid $1.95 per hour premium over the "Janitor" rate.

f. The cost of any paid leave time for state holidays, vacation, personnel leave time, sick, and/or bereavement is <u>not</u> billable and is to be included in the overhead cost for the position.

3. Construction Staff:

a. The Construction staff includes the; Carpenter, Electricians, HVAC Mechanics, Painter, Apprentices and the A/V Engineer.

b. Local 30, International Union of Operating Engineers, currently represents this staff.

c. This contract must be bid based on the hourly rates and benefit rates in the prevailing wages rates as determined by the Connecticut State Labor Department. The prevailing wage rates applicable to this bid specification are attached.

d. The minimum hourly rate that the **Carpenter** is paid is to be the "Carpenter" rate.

e. The minimum hourly rate that the **Carpentry Apprentice** is paid is to be the "Carpenter Tender" rate.

f. The minimum hourly rate that the **Electrician** is paid is to be the "Electrical Worker" rate.

g. The minimum hourly rate that the **Electrical Apprentice** is paid is to be the appropriate percentage of the prevailing journeymen (Electrical Worker) hourly rate and 100 percent of the fringe benefits rate.

h. The minimum hourly rate that the **HVAC Mechanic** is paid is to be the "Steamfitter" rate.

i. The minimum hourly rate that the **Painter** is paid is to be the "Tapers" rate.

j. The minimum hourly rate that the **Audio/Visual Engineer** is paid is to be 116.5% of the "Laborers" rate.

k. The cost of any paid leave time for state holidays, vacation, personnel leave time, sick, and/or bereavement is <u>not</u> billable and is to be included in the overhead cost for the position.

4. Administrative Staff:

a. These Administrative Staff employees are to be paid at or above the minimum salaries indicated on the individual job description pages. These employees are to be provided with a fringe benefit package equal to or better than the package provided to the mechanical staff.

b. At minimum the Site Manager, Assistant Site Manager, Projects Manager and Night Cleaning Manager are to receive the twelve State holidays and twenty (20) days of leave time (vacation, personnel leave time, sick, bereavement) as paid leave time. The twelve State holidays and up to twenty (20) days of leave time will be considered to be worked days.

c. At minimum the Administrative Assistant is to receive the twelve State

holidays and ten (10) days of leave time (vacation, personnel leave time, sick, bereavement) as paid leave time. The twelve State holidays and up to ten (10) days of leave time will be considered to be worked days.

5. WORK SCHEDULE:

a. The typical work schedules are to be as follows. The Connecticut general Assembly may at any time make adjustments to staffing levels and schedules to meet its business needs.

i. Day Services - Monday to Friday, 7:00 a.m. to 5:00 p.m.
ii. Construction/Maintenance Services - Monday to Friday, 3:30 p.m. to Midnight.
iii. Floor Polishers – Monday to Friday 6:00 p.m. to 2:30 a.m.
iv. Night Cleaning - Sunday to Thursday, 10:30 p.m. to 7:00 a.m.

6. STATE HOLIDAYS:

The following State holidays will be observed and the buildings will be closed.

New Years Day
Martin Luther King Day
Lincoln's Birthday
Washington's Birthday
Good Friday
Memorial Day
Independence Day
Labor Day
Columbus Day
Veteran's Day
Thanksgiving Day
Christmas Day

7. LATE OPENING AND EARLY CLOSINGS:

a. The contractor's employees are considered "essential".

b. In the event of a late opening due to weather conditions, the contractor's employees are expected to report to work one hour prior to the designated opening time. Employees on the shift affected will be credited with the time missed. For the day shift, an average starting time of 8:00 a.m. will be used, if the designated late opening time is 11:00 a.m. each employee will be credited with two hours worked. For other shifts the Contractor's manager and the designated representative of the Office of Legislative management will agree on the credit hours amount. In no case will overtime be paid on any time worked unless the employee was called in.

c. In the event of an early closing due to weather conditions, the contractor's employees are expected to remain on site at minimum until one hour after the designated closing time. Employees on the shift affected will be credited with the time missed. For the day shift a normal closing time of 5:00 p.m. will be used, if the designated early closing time is 2:00 p.m. each employee will be credited with two hours worked. For other shifts the Contractor's manager and the designated representative of the Office of Legislative Management will agree on the credit hours amount. In no case will overtime be paid on any time worked unless the employee was called in.

d. In the event that the buildings are closed due to weather conditions, the contractor's employees are not expected to report to work. Employees scheduled to work on the day of the closing will be credited with a day worked.

e. For building closing for any reason other then weather conditions the contractor's employee are required to work.

H. JOB DESCRIPTIONS AND QUALIFICATIONS:

1. Site Manager, (Administrative Staff):

a. The Site Manager is the corporate representative who is designated in writing by the Contractor to have complete authority to act for the Contractor during the term of the contract on all contract matters relating to the daily operation on the contract.

b. The Contractor will provide a full time, (minimum of 40 hours per week), Site Manager with the responsibility for the State Capitol Facilities. The Contractor will ensure that all work required by this contract is satisfactorily supervised. The Contractor shall provide sufficient on site supervision as is essential to carry out all the terms and conditions of this contract.

c. The Site Manager is responsible for the supervision, performance and control of all administrative, operational, maintenance, repair and related services at the State Capitol Facilities.

d. The Site Manager shall be available at all times while contract work is in progress to receive notices, reports or requests from Legislative Management or the Legislative Management Representative.

e. The Site Manager will have the responsibility of overseeing the service contractors performing work pertaining to the contract's areas of responsibility at the State Capitol Facilities including but not limited to; grounds maintenance, interior plant maintenance, life safety systems inspection, roof inspection and maintenance, snow removal, trash removal and recycling.

f. The normal working hours for the Site manager are to be 8:00 a.m. to 5:00 p.m.

g. The minimum salary this position is $70,500. Legislative Management will not accept billing for any overtime for this position. While this position will require more than 40 hours per week, (on average), only 40 hours will be counted toward guaranteed man hours. The Site Manager is on call for emergencies and will be required to carry a pager.

h. The Site Manager should possess a minimum of five years of recent, (within the past seven years), responsible experience in managing; the operation, mechanical maintenance, repairs of building equipment systems and janitorial maintenance services contracts of the approximate size and characteristics of the buildings to be operated under this contract.

i. A detailed resume containing the information specified below must be

submitted with the bid proposal. These qualification standards apply to both new and replacement Site Managers.

i. The full name of the proposed Site Manager.
ii. A detailed description of the previous five years employment history of the proposed Site Manager.
iii. The name(s) and address(es) of the companies and client companies for whom the proposed Site Manager worked for the past five years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

2. Assistant Site Manager, (Administrative Staff):

a. The Contractor will provide a full time, (minimum of 40 hours per week), Assistant Site Manager with the responsibility for the State Capitol Facilities.

b. The Assistant Site Manager will work under the direction of the Site Manager and fill in for the Site Manager in his or her absence. The Assistant Site Manager will perform aspects of the Site Manager's responsibilities as assigned by the Site Manager.

c. The Assistant Site Manager is anticipated to have responsibility for the day-to-day operation of the mechanical systems in the facilities, developing and overseeing the execution of preventative maintenance programs and assigning and monitoring the timely execution of work requests.

d. The normal working hours for the Assistant Site manager are to be 7:00 a.m. to 4:00 p.m.

e. The minimum salary for this position is $58,600. Legislative Management will not accept billing for any overtime for this position. While this position will require more than 40 hours per week, (on average), only 40 hours will be counted toward guaranteed man hours. The Assistant Site Manager is on call for emergencies and will be required to carry a pager.

f. The Assistant Site Manager should possess a minimum of five years of recent, (within the past seven years), experience in directing mechanical maintenance personnel responsible for accomplishment of work in their respective program areas in buildings of the approximate size and characteristics of the buildings to be operated under this contract.

g. A detailed resume containing the information specified below must be submitted with the bid proposal. These qualification standards apply to both new and replacement Assistant Site Managers.

i. The full name of the proposed Assistant Site Manager.
ii. A detailed description of the previous five years employment history of the proposed Assistant Site Manager.
iii. The name(s) and address(es) of the companies and client companies for whom the proposed Assistant Site Manager worked for the past five years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

3. Project Manager, (Administrative Staff):

a. The Contractor will provide a full time, (minimum of 40 hours per week), Project Manager with the responsibility for the State Capitol Facilities.

b. The Project Manager will work under the direction of the Site Manager and fill in for the Assistant Site Manager or Night Cleaning Manager in his or her absence. The Project Manager will perform aspects of the Site Manager's responsibilities as assigned by the Site Manager.

c. The Project Manager is anticipated to have responsibility for the day-to-day supervision of repairs and construction projects, execution of preventative maintenance programs and assigning and monitoring the timely execution of work requests.

d. The normal working hours for the Projects manager are to be 3:00 p.m. to Midnight.

e. The minimum salary for this position is $58,600. Legislative Management will not accept billing for any overtime for this position. While this position will require more than 40 hours per week, (on average), only 40 hours will be counted toward guaranteed man hours. The Project Manager is on call for emergencies and will be required to carry a pager.

f. The Project Manager should possess a minimum of five years of recent, (within the past seven years), experience in directing Construction and Mechanical personnel responsible for accomplishment of work in their respective program areas in buildings of the approximate size and characteristics of the buildings to be operated under this contract.

g. A detailed resume containing the information specified below must be submitted with the bid proposal. These qualification standards apply to both new and replacement Project Managers.

   i. The full name of the proposed Project Manager.
   ii. A detailed description of the previous five years employment history of the proposed Project Manager.
   iii. The name(s) and address(es) of the companies and client companies for whom the proposed Project Manager worked for the past five years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

4. Night Cleaning Manager, (Administrative Staff):

a. The Contractor will provide a full time, (minimum of 40 hours per week), competent Night Cleaning Manager with the responsibility for the State Capitol Facilities.

b. The Night Cleaning Manager will report to the Site Manager. The Night Cleaning Manager will be responsible for supervising the night cleaning portion of this contract as well as such other tasks as assigned by the Site Manager.

c. Night Cleaning Manager shall be capable of and will provide all reports required by Legislative Management.

d. Night Cleaning Manager shall an employee of Contractor and shall not be a member of Local 531.

e. The Night Cleaning Manager shall provide schedules of all periodic cleaning, inspect the building on a regular basis, investigate complaints, report observed items requiring repair or maintenance, submit a list of lights that need replacement on a daily/nightly basis and generally supervise the entire cleaning of the Building.

f. The Night Cleaning Manager will also ensure that all of Contractors employees report repairs required, or any other unusual or unsafe condition(s) they encounter, and inspect their assigned areas on a daily basis.

g. The Night Cleaning Manager will work an 11:30 p.m. to 8:30 a.m. schedule with a half hour meal break. While this position will require more than 40 hours per week, (on average), only 40 hours will be counted toward guaranteed man hours.

h. The Night Cleaning Manager will be required to meet with a Legislative Management Representative once a week at 9:30 a.m. to perform a building walk through and review of the cleaning. This is not billable overtime.

i. The Night Cleaning Manager will be required to carry a pager.

j. The minimum salary for this position is $41,000. Legislative Management will not accept billing for any overtime for this position.

k. The Night Cleaning Manager should possess a minimum of four years of recent, (within the past six years), experience in directing Janitorial personnel responsible for accomplishment of work in their respective program areas in buildings of the approximate size and characteristics of the buildings to be

operated under this contract.

l. A detailed resume containing the information specified below must be submitted with the bid proposal. These qualification standards apply to both new and replacement Night Cleaning Managers.

   i. The full name of the proposed Night Cleaning Manager.
   ii. A detailed description of the previous five years employment history of the proposed Night Cleaning Manager.
   iii. The name(s) and address(es) of the companies and client companies for whom the proposed Night Cleaning Manager worked for the past five years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

5. Administrative Assistant, (Administrative Staff):

a. The Contractor will provide a full time, (40 hours per week), Administrative Assistant to perform office functions to include, but not limited to:

i. General administrative duties; answering the telephone, taking messages, typing, arithmetic computations, etc.
ii. Receiving and processing problem and service calls by telephone and computerized systems.
iii. Data entry into computerized systems, (Chief CMMS, payroll, etc.).
iv. Updating and tracking management reports.
v. Communications with staff by radio or telephone.
vi. Record keeping and filing.

b. The Administrative Assistant will report to the Site Manager.

c. The Administrative Assistant will normally work between 8:00 a.m. and 5:00 p.m. Adjustment to the schedule are subject to approval by Legislative Management.

d. The minimum salary for this position is $24,500.

e. The Administrative Assistant should possess sufficient experience to effectively perform the responsibilities of the position.

6. Audio-Visual Engineer, (Maintenance Staff):

a. This full time position of Audio-Visual Engineer will hold the responsibility for the day-to-day operation of the Legislative Office Building and State Capitol facilities, sound and video systems. This individual will be performing a full range of technical functions to the facility and must be fully qualified. As a minimum this employee must have the trouble-shooting skills of equipment by means of using bench and test equipment; i.e., oscilloscope, capacitance checker, voltage/ampere and ohm meters.

b. The Audio-Visual Engineer will provide the complex and various agencies with requested audio and videotape equipment and recording services as requested by Legislative Management staff on a daily basis.

c. The Audio-Visual Engineer will be responsible for performing and overseeing all setup and removal of equipment requested. Provide necessary instructions to the individuals using the equipment and any follow-up services as required. Ensuring all equipment not in use is secured in the control room at all times.

d. The Audio-Visual Engineer will be responsible for; performing preventive maintenance and repairing equipment, (under no circumstances shall the technician use the practice of removing parts/components from other working systems to make repairs of other equipment), maintaining an updated inventory of all equipment and materials used and submit a monthly status report on equipment repairs and materials used to the Legislative Management Representative.

e. The position may require some off-site travel to provide audiovisual services at other locations in the State for Public Hearings or as required.

f. The Audio Visual Engineer will supervise the Audio Visual Assistant and Mechanic Helpers when assign to work with the Audio Visual Engineer. The position requires the ability to lift 50 pounds.

g. The normal working hours for the Audio Visual Engineer are to be 8:00 a.m. to 5:00 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

h. Qualifications: The Audio Visual Engineer should possess at least four years of recent (within the past six years) responsibility in performing Audio-Visual and related services. It must be shown that the potential employee is experienced in tasks listed above. The Audio Visual Engineer should hold a R-2 license.

i. A detailed resume containing the information specified below must be submitted to the Legislative Management Representative for approval prior to assignment of the Audio-Visual Engineer to the contract. The qualification standards apply to both new and replacement Engineers. Submit:

   i. The full name of the proposed Audio Visual Engineer.
   ii. A detailed description of the previous 5 year's employment history of the proposed Audio Visual Engineer.
   iii. The name(s) and address(es) of the companies and client companies for whom the proposed Audio Visual Engineer worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

7. Audio Visual Assistant, (Maintenance Staff):

a. The position will require the individual to have a basic knowledge of Audio Visual equipment, its set up and operation, basic knowledge of general tools and their proper use, and the ability to lift 50 pounds.

b. The Audio Visual Assistant will be required to perform miscellaneous services at the Legislative Office Building and State Capitol facilities including but not limited to: moving and setting up audio visual equipment, assisting in the audio visual control room, monitoring recording equipment and changing tapes.

c. The Audio Visual Assistant will perform other duties as assigned including but not limited to: replacement of light bulbs and assisting with function set up and knock down.

d. The normal working hours for the Audio Visual Assistant (one position) are to be 3:30 p.m. to Midnight. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

8. Carpenter, (Construction Staff):

a. This full time position of Carpenter will hold the responsibility of performing minor architectural and structural maintenance and repairs to the interior and exterior of the Legislative Office Building and State Capitol facilities including but not limited to: exterior walls, roofing, flashing, skylights, relocation and installation of systems furniture, planters, doors, windows, locks, hardware, interior walls (including rough taping), floor coverings, concrete floors, hardwood floors, carpeting, ceramic tile, wall covering, stairways, ceiling and ceiling tile, blinds and shades.

b. The Carpenter must have high level (finished carpenter) skills and have knowledge of making repairs and proper treatment of various types of wood, veneers and laminates. Must have cabinet making skills and the capability of planning and coordinating renovations of offices including relocation of walls/partitions and fabricate new including but not limited to sheetrock and partition walls, drop ceilings, door/bucks and install moldings, to the Legislative Office Building and State Capitol facilities.

c. The Carpenter will supervise the Carpentry Helper when assign to work with the Carpenter.

d. The normal working hours for the Carpenter (one position) are to be 7:30 a.m. to 4:30 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

e. Qualifications: The Carpenter should possess at least 5 years (journeyman/master carpenter level) of recent work in the field in carpentry and related services. There is currently no license requirement for this position. The position requires the ability to lift 50 pounds.

f. A detailed resume containing the information specified below must be submitted to the Legislative Management Representative for approval prior to assignment of the Carpenter to the contract. The qualification standards apply to both new and replacement carpenters.

i. The full name of the proposed Carpenter.
ii. A detailed description of the previous 5 year's employment history of the proposed Carpenter.
iii. The name(s) and address(es) of the companies and client companies for whom the proposed Carpenter worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

9. Carpentry Apprentice:

a. The position of Carpentry Apprentice will require the individual to have a basic knowledge of general tools required for the position.

b. Carpentry Apprentice will be required to perform miscellaneous services at the Legislative Office Building and State Capitol facilities including but not limited to: assisting in performing maintenance services, preventive maintenance, construction and repairs of building and equipment under the direct supervision of the Carpenter.

c. The normal working hours for the Carpentry Apprentice (one position) are to be 7:30 a.m. to 4:00 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

d. Qualifications: The Contractor is required to set up an apprenticeship program with the State Labor Department. Candidates qualified for existing apprenticeship programs or currently participating in an existing, apprenticeship program shall be deemed to meet the minimum qualifications of the beginning level of this apprenticeship program. Each full year of employment in this or another State Labor Department approved apprenticeship program shall be considered a step in this apprenticeship program progression.

e. The position requires the ability to lift 50 pounds.

10. Electrician, E1 (Construction Staff):

a. This position of Electrician will be required to perform a full range of electrical services at the Legislative Office Building and State Capitol facilities including but not limited to: performing preventive maintenance to the HVAC equipment i.e., motors, starters, power doors, electric circuits, lighting, also have the ability to trouble-shoot electrical problems pertaining to the building's HVAC equipment and electrical circuits.

b. The position will be required to work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed.

c. This position is on call for emergencies and will be required to carry a pager.

d. The Electrician will supervise the Electrician Apprentice when assign to work with the Electrician.

e. The normal working hours for the Electrician (two positions) are as follows:

i. One position is to normally work 7:30 p.m. to 4:00 p.m.
ii. One position is to work be 3:30 p.m. to Midnight.
iii. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

f. Qualifications: The Electrician holding the position for the contract activities specified herein must be licensed. The license must be of a grade E-1 issued by the Connecticut Department of Consumer Protection. A copy of the license for the electrician shall be furnished to the Legislative Management's Representative. The position requires the ability to lift 50 pounds.

g. A detailed resume containing the information specified below must be submitted to the Legislative Management Representative for approval prior to assignment of the Electrician to the contract. The qualification standards apply to both new and replacement Electricians.

i. The full name of the proposed Electrician.
ii. A detailed description of the previous 5 year's employment history of the proposed Electrician.
iii. The name(s) and address(es) of the companies and client companies for whom the proposed Electrician worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

11. Electrical Apprentice:

a. The position of Electrical Apprentice will require the individual to have a basic knowledge of general tools required for the position.

b. Electrical Apprentice will be required to perform miscellaneous services at the Legislative Office Building and State Capitol facilities including but not limited to: assisting in performing maintenance services, preventive maintenance, construction and repairs of building and equipment under the direct supervision of the Electrician.

c. The normal working hours for the Electrical Apprentice (one position) are to work 7:30 p.m. to 4:00 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

d. Qualifications: The Contractor is required to set up an apprenticeship program with the State Labor Department. Candidates qualified for existing apprenticeship programs or currently participating in an existing, apprenticeship program shall be deemed to meet the minimum qualifications of the beginning level of this apprenticeship program. Each full year of employment in this or another State Labor Department approved apprenticeship program shall be considered a step in this apprenticeship program progression.

e. The position requires the ability to lift 50 pounds.

12. General Maintenance Worker, (Maintenance Staff):

a. The General Mechanic will be required to perform a wide range of maintenance services to the Legislative Office Building and State Capitol facilities including but not limited to: performing minor repairs, change filters, mechanical repairs, repairs to systems furniture components, repair of door hardware, cutting keys, trouble shooting the lawn sprinkler system and replacement heads, etc.

b. The General Mechanic will be required to work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed. Perform miscellaneous building plumbing trouble calls. Respond to general tenant service calls.

c. The normal working hours for the General Maintenance Worker (one position) are to be 7:30 p.m. to 4:00 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

d. Qualifications: The General Mechanic should possess at least four years of recent, (within the past six years), responsible experience in General Mechanic related services. There is currently no license requirement for this position. The position requires the ability to lift 50 pounds.

e. A detailed resume containing the information specified below must be submitted to the Legislative Management Representative for approval prior to the assignment of the General Maintenance Worker to the contract. The qualification standards apply to both new and replacement General Maintenance Worker.

i. The full name of the proposed General Maintenance Worker.
ii. A detailed description of the previous 5 year's employment history of the proposed General Maintenance Worker.
iii. The name(s) and address(es) of the companies and client companies for whom the proposed General Maintenance Worker worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

13. HVAC Mechanic, S1 (Mechanical Staff):

a. The position of HVAC Mechanic will be required to perform a wide range of mechanical services at the Legislative Office Building and State Capitol facilities including but not limited to: performing preventive maintenance on the HVAC Systems; air handlers, exhaust fan systems, centrifugal pumps, chilled/hot water systems, A/C package units, AC/Heat pumps, thermostats and have complete understanding of the operation of computerized temperature control and energy management systems.

b. The HVAC Mechanic will be required to work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed.

c. This position is on call for emergencies and will be required to carry a pager.

d. The HVAC Mechanic will be assigned a personal computer with which to communicate with the State Capitol facility energy management systems to adjust temperatures in the buildings as required.

e. The normal working hours for the HVAC Mechanic (two positions) are as follows:

i. One position is to normally work 7:30 p.m. to 4:00 p.m.
ii. One position is to work be 3:30 p.m. to Midnight.
iii. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

f. Qualifications: The HVAC Mechanic holding the position for the contract activities specified herein must be licensed. The license must be of a grade S-1 issued by the Connecticut Department of Consumer Protection. A copy of the license for the HVAC Mechanic shall be furnished to the Legislative Management's Representative. The position requires the ability to lift 50 pounds.

g. A detailed resume containing the information specified below must be submitted to the Legislative Management Representative for approval prior to the assignment of the HVAC Mechanic to the contract. The qualification standards apply to both new and replacement HVAC Mechanics.

i. The full name of the proposed HVAC Mechanic.
ii. A detailed description of the previous 5 year's employment history of the proposed HVAC Mechanic.
iii. The name(s) and address(es) of the companies and client companies for

whom the proposed HVAC Mechanic worked for the past 5 years along with the name(s) and telephone number(s) of his/her immediate supervisor(s).

14. Painter /Taper Journeyman, (Construction Staff):

a. The position of Painter/Taper will be required to have the capability of performing painting and surface preparation, (i.e., sanding, plastering and taping), services to the Legislative Office Building and State Capitol facilities. The individual must have good skills of installing plasterboard/sheetrock and applying tape and coats of spackle to a professional level and be able to make various types of repairs to interior plaster and sheetrock walls and ceilings. Should be able to do touch-up work on historical stenciling in the State Capitol. Should be able to perform minor wood refinishing tasks.

b. The position of Painter/Taper will be required to work with other building trades to assist in special projects and be required to fill out preventative maintenance reports to show accomplishments performed.

c. The normal working hours for the Painter/Taper (one position) are to be 3:30 p.m. to Midnight. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

d. Qualifications: The Painter/Taper should possess at least 5 years of recent (within the past 7 years) responsible experience in performing commercial Painting and related services. The Painter/Taper should have experience with historical painting and stenciling. The position requires the ability to lift 50 pounds.

e. A detailed resume containing the information specified below must be submitted to the Legislative Management Representative for approval prior to the assignment of the Painter/Taper to the contract. The qualification standards apply to both new and replacement Painter/Tapers.

   i. The full name of the proposed Painter/Taper.
   ii. A detailed description of the previous 5 year's employment history of the proposed Painter/Taper.
   iii. The name(s) and address(es) of the companies and client companies for whom the proposed Painter/Taper worked for the past 5 years along with the name(s) and telephone number(s) of his or her immediate supervisor(s).

15. Night Cleaner, (Cleaning Staff):

a. The position of Night Cleaner will be classified as a heavy duty cleaner. The position will require the individual to have a basic knowledge of cleaning procedures and the ability to lift 50 pounds.

b. The Night Cleaner will be required to perform cleaning services at the Legislative Office Building and State Capitol facilities including but not limited to: dusting, vacuuming, sweeping, mopping, operating cleaning equipment, emptying trash receptacles and trash pick up, cleaning and sanitizing bathroom floors, surfaces and fixtures, carpet cleaning, cleaning and sanitizing telephones and water fountains, cleaning furniture, and cleaning and polishing glass, mirrors and metal surfaces.

c. Night Cleaners will work a 10:30 P.M. to 7:00 A.M. schedule with a half hour meal break. One Night Cleaner will be assigned to work a shift from 3:30 p.m. to Midnight.

16. Floor Polisher, (Cleaning Staff):

a. The position of Floor Polisher will be classified as a heavy duty cleaner. The position will require the individual to have a basic knowledge of cleaning procedures, basic knowledge of motorized cleaning equipment and its proper use, and the ability to lift 50 pounds.

b. The Floor Polisher will be required to perform cleaning services at the Legislative Office Building and State Capitol facilities including but not limited to: operating cleaning equipment, (buffers, carpet extractors, floor machines, etc.), dusting, vacuuming, sweeping, mopping, emptying trash receptacles and trash pick up, cleaning and sanitizing bathroom floors, surfaces and fixtures, carpet cleaning, cleaning and sanitizing telephones and water fountains, cleaning furniture, cleaning and polishing glass, mirrors and metal surfaces, and marble cleaning.

c. One Floor Polisher is designated as a working lead-man. A portion of his time is spent coordinating the work of the Floor Polishers and verifying the work of the Night Cleaners in the building the Marble Floor Polishers are assign that night. There is no premium paid for this person.

d. Floor Polishers will work a 6:00 P.M. to 2:30 A.M. schedule with a half hour meal break.

17. Porter, (Cleaning Staff):

a. The position of Porter will be classified as a heavy duty cleaner. The position will require the individual to have a basic knowledge of cleaning procedures, basic knowledge of general tools and their proper use, and the ability to lift 50 pounds.

b. The Porter will be required to perform miscellaneous services at the Legislative Office Building and State Capitol facilities including but not limited to: policing lavatories and refilling dispensers, damp mopping spills, incidental and spot cleaning, spot metal polishing, policing interior and exterior areas for debris, spills, etc., trash pick up, delivery of water to coolers, snow shoveling and sweeping of sidewalks, installation of elevator protection pads, and moving furniture, equipment and supplies.

c. Porters will work an eight-hour shift between 8:00 A.M. and 6:00 P.M. with a half hour to one-hour meal break.

d. Porter work schedules are to be staggered to provide coverage from 8:00 a.m. to 6:00 p.m. A minimum of two porters are to start at 8:00 a.m., a minimum of two porters are to be on duty to until 5:00 p.m. and one Porter is to work until 6:00 p.m. to make the mail delivery to the Post Office.

MECHANICAL SERVICES
DESCRIPTION AND SPECIFICATIONS

A. SCOPE OF WORK:

1. The contractor shall provide all management, supervision and labor required and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.

2. These specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this contract. They are not intended to be, nor shall they be construed as limiting specifications or requirements. At a minimum, the Contractor will be required to take all steps and measures which would be taken by a prudent building owner or manager to maximize the life expectancy of the property and equipment by proper operation, maintenance and repair.

3. All heating, ventilating and air conditioning equipment, audio/visual equipment, electrical and water distribution systems, other utility systems and equipment in the buildings shall be operated at the highest level of efficiency achievable. Energy consumption of all equipment and systems is to be monitored and maintained compatible with the current energy conservation requirements. All equipment and systems are to be maintained at an acceptable level throughout the contract period. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in an unimpaired operating condition, (above the point at which deterioration will begin), and which is consistent with the manufacturer's recommended maintenance frequencies and procedures.

4. The contractor is responsible for performing scheduled and unscheduled maintenance and repairs as necessary, on a 24 hour a day, seven day a week, fifty-two week a year basis, including emergency call-back services.

5. The contractor shall maintain the mechanical rooms, shops and storerooms in a clean and orderly manner. When work is performed in these areas the Contractor's personnel shall clean all equipment on which work was performed and the entire area in which work was done, leaving all in a condition satisfactory to Legislative Management. The mechanical rooms shall be painted as necessary to maintain the appearance of the room and equipment. When painting, the Contractor must comply with the color-coding system. The Legislative Management Representative will advise the contractor of the colors to be used on equipment, piping, etc. as well as any required identification required.

6. The contractor must obtain the approval of the Legislative Management Representative before storing anything in mechanical spaces. Operating supplies such as packing, lubricants, rags, cleaners, etc. shall be properly secured in containers approved by the Legislative Management Representative and stored in

accordance with all State and Local Fire and Safety requirements and recommendations on material safety data sheets. An annual inventory of all stored materials is to be performed and a copy provided to Legislative Management.

B. SERVICES REQUIRED:

1. On a mutually agreeable date, not less then five (5) days before the effective date of the contract, the Contractor and the Legislative Management Representative, shall together make a complete and systematic inspection of all mechanical, electrical, water distribution, utility systems and equipment contained in the buildings covered by this contract.

2. The Contractor shall prepare a deficiency report of all existing mechanical, audio/visual and architectural deficiencies that would require correction to bring the equipment up to an acceptable and satisfactory condition noted during the joint inspection. This report shall be submitted to the Legislative Management Representative on or before the thirtieth (30) day after the contract start date. Preparation of the list of existing deficiencies does not eliminate the requirement to perform all regularly scheduled preventative maintenance during the first month of the contract.

3. The Contractor shall be responsible for scheduling and correcting any items on the deficiency list that would normally be replaced, repaired or adjusted during the performance of normal preventative maintenance.

   a. Equipment found to be requiring repairs with costs estimated to be above $600.00 should be submitted to Legislative Management showing a detailed breakdown of repairs required and projected costs to make such repairs including all labor, materials and equipment. Legislative Management will review the submitted estimates and upon approval will issue a purchase order for the work to proceed.

   b. The Contractor shall be able to perform minor repairs, (estimated at below $600.00), but is required to furnish a request for repairs before work commences to the Legislative Management Representative for approval. Legislative Management may elect to correct these items using such means as deemed appropriate.

4. When a noted existing deficiency is corrected the contractor shall assume responsibility for performing preventative maintenance of the equipment.

5. In addition to routine, preventative and corrective maintenance it is anticipated and expected that the Mechanical staff will undertake special projects during interim periods and as time permits. Typical projects are; wood refinishing of desks, wall trim doors, etc., reconfiguration of office spaces, set up for special events, etc.

6. The contractor shall not be liable for any loss, damage or delay caused by acts of fire, explosion, floods, riot, civil commotion, war, Acts of God or by any cause beyond the Contractor's control, nor shall the Contractor be liable for consequential damage resulting from such causes.

C. OPERATIONAL REQUIREMENTS:

1. The Contractor shall be responsible for developing and executing detailed building operating plans for all building equipment and systems which provide the highest possible operational efficiency, define maintenance and repair requirements, promote energy conservation and maintain asbestos control requirements.

2. The contractor shall operate equipment so as to ensure adherence to the following temperature levels and energy conservation practices:

   a. Whenever office space temperatures during working hours rise above 75 degrees Fahrenheit, operate the building cooling systems to maintain the temperatures between 70 and 75 degrees Fahrenheit. Lower temperatures levels are permissible when they can be obtained without using cooling energy. Cooling systems shall be shut down during non-working hours when appropriate as per the building needs, operating requirements and building user requirements.

   b. Whenever office space temperatures during working hours during the heating season drop below 68 degrees Fahrenheit, operate the building heating systems to maintain the temperatures between 68 and 72 degrees Fahrenheit. During non-working hours, maintain temperatures sufficiently high to provide freeze protection, but not more than 55 degrees Fahrenheit. Higher temperatures levels are permissible when they can be obtained without using heating energy, only when it results in added comfort and not an overheating situation.

   c. Stipulated temperature levels are subject to change based on nationwide or State of Connecticut energy policies or at the request of Legislative Management.

   d. Outside air intake during the heating and cooling seasons should be restricted to 15% under most conditions. Maximize the use of outside air during moderate seasons, when it would be more economical than using heating or cooling systems based on the outside air temperature and humidity conditions.

   e. Uniform lighting standards shall be maintained in all offices, hearing rooms, public areas, the parking garages and the site lighting.

   f. Domestic hot water temperature levels shall be maintained at 105 degrees

Fahrenheit.

3. Equipment for which scheduled maintenance is to be performed less frequently than annually, (every three years, every five years, etc.), shall be scheduled and accomplished so that an equal portion of the equipment will be maintained each year. For example: if the frequency for performing preventative maintenance is every three years, one third of the equipment is to be scheduled each year. Schedules for maintenance are to be submitted for the approval of the Legislative Management Representative.

4. The Legislative Management Representative is to be notified in advance when work is to be done on equipment that requires opening or dismantling of equipment or the loss of service of such equipment for inspection or maintenance. Such equipment will include, but not be limited to, boilers, generators, pumps, refrigeration units, condensers, evaporators and/or any equipment determined to be critical by Legislative Management. Contract inspectors or other representatives of Legislative Management may inspect the equipment before, during and/or after any work is performed.

## D. ITEMS TO BE SUPPLIED BY LEGISLATIVE MANAGEMENT:

1. Legislative Management shall directly contract with the manufacturer or utilize a contractor certified by the manufacturer to maintain the following equipment: elevators, escalators, emergency back-up generators, energy management systems, fire alarm systems, pneumatic and electronic temperature control systems and water treatment and testing.

2. The Contractor must submit for approval a list of expendable supply items required on site including: grease, fan belts, filters, refrigerant, oil for lubrication, fluorescent tubes, incandescent and other light bulbs, circuit breakers, heater elements, ballasts, miscellaneous hardware, (nuts, bolts, washers, screws, etc.), gaskets, faucet washers, packing, pipe dope, toilet seats, parts for soap dispensers, flushometers, parts for flushometers, parts for bathroom dispensers, lock sets, door hardware, ceiling tiles, electrical outlets and switches, etc.

3. The Contractor must submit for approval of purchases of items required to make repairs such as motors, fuses, bearings, valves, hardware, controls, mechanical parts, electric parts and other items required to maintain the building equipment and systems in a functional state.

4. State of Connecticut property shall remain property of the State in all respects. Within ten (10) working days, upon request of the Legislative Management Representative or his/her designee, the Contractor shall render an accounting of all State property. An accounting shall also be submitted at the termination or expiration of the contract period.

5. The Contractor shall take all reasonable precautions in accordance with sound business practices and/or as directed by Legislative Management to safe guard and protect State property.

6. State of Connecticut property shall be used only in direct operations of providing contract services to this facility, and shall not be used in any manner for any personal advantage, business gain or personal endeavor by the Contractor or the Contractor's employees.

7. An inventory listing of all equipment and tools to be provided "on loan" to the contractor is included in the equipment section of these specifications. All other equipment and tools or the replacement of same is the responsibility of the Contractor.

## E. OPERATION AND MAINTENANCE OF MECHANICAL EQUIPMENT:

1. Scope of Work:

   a. The Contractor shall provide all management, supervision, labor and shall plan, schedule, coordinate and ensure the effective and economical operation, maintenance, and repair of the facility as specified in the contract.

   b. All mechanical, electrical, plumbing and utility systems shall be operated in compliance with the current state energy conservation requirements, and maintained at an acceptable level, throughout the contract performance period. An "acceptable level" of maintenance is defined as the level of maintenance which will preserve the equipment in an unimpaired operating condition; above the point where deterioration will begin, thereby diminishing the normal life expectancy of the equipment. The Contractor is responsible for performing scheduled and unscheduled maintenance, and repairs, as necessary, on a 24-hour day, 365 days per year basis.

2. Building Equipment and Systems:

   a. The equipment and systems to be operated, maintained and repaired include all mechanical, electrical, plumbing, and utility systems at the site, including, but not limited to:

      i. Air-conditioning equipment and systems.
      ii. Air-handling/distribution equipment and systems.
      iii. Domestic water equipment and systems.
      iv. Electrical equipment, lighting, emergency generators.
      v. Heating equipment and systems.
      vi. HVAC system controls and monitoring equipment,
      vii. Sanitary sewage equipment and systems.
      viii. Storm drainage equipment and systems.

ix. Underground utility systems.
x. Energy management systems
xi. Cafeteria Equipment
xii. Audio and Video Equipment and Systems

b. The attached inventory lists provide an inventory of the equipment and systems installed in the buildings, which must be serviced. This inventory is not absolute. Contractors should verify its accuracy with on-site inspections prior to bid submissions. Anything that is not in the inventory shall be added and become the contractor's responsibility.

c. The Contractor is not responsible for operation, maintenance, or repair of occupant agency program equipment, including, but not limited to:

i. Computers
ii. Printing plant equipment
iii. Office furniture
iv. Personally owned appliances
v. Office machines
vi. Mail handling equipment

d. On a daily basis, the Contractor shall report to the Legislative Management Representative the status of any major equipment or systems not operating or that become non-operational during the workday. Any system or equipment not operational by the official start time of the occupants shall be reported to the Legislative Management Representative by 7:30 a.m.

e. Life safety system malfunctions must be reported immediately to the State Capitol Police dispatch center at area code (860) 240-0240. The Legislative Management Representative is also to be notified of these malfunctions in a timely manner.

f. Cafeteria equipment, shall receive preventive maintenance on a quarterly basis. Preventive Maintenance shall consist of cleaning, lubrication, and minor repairs as necessary. Contractor shall also follow manufacturer's recommendations as applicable.

g. All repairs shall be recorded on the computerized maintenance management system.

3. On Going Requirements:

a. The Contractor shall provide the services outlined, at the frequencies specified, and in accordance with the requirements described.

b. The building operates at least 10 hours a day, 5 days a week. As such,

Mechanical personnel must be on site at all times to monitor, maintain and perform preventive maintenance to the HVAC equipment and any other equipment necessary for the agency to operate.

c. The Contractor shall be responsible for establishing an effective system for accomplishing scheduled and unscheduled maintenance, including a backlog listing of work to be accomplished.

d. Scheduled preventive maintenance shall be performed at the frequencies and in accordance with the maintenance requirements contained in accordance with the manufacturer's recommendations or the best practices of the industry.

e. The Contractor shall develop an annual schedule for periodic preventive maintenance of all equipment and systems by date, equipment and building.

f. The Contractor shall submit all proposed maintenance procedures and schedules to the Legislative Management Representative for approval. Upon approval, the Contractor will enter the procedure and schedule into the computerized maintenance management system and begin the scheduled maintenance procedure.

g. All preventive maintenance scheduled for each month must be completed during that month. Requests by the Contractor for deviations from the approved schedule must be submitted with appropriate justification to the Legislative Management's Representative for approval. If approval is not granted, no deviation will be accepted.

h. Within ten (10) days after the end of the month, a monthly progress report indicating the preventive maintenance work performed on each piece of equipment shall be submitted to the Legislative Management's Representative.

PORTER SERVICES
DESCRIPTION AND SPECIFICATIONS

## A. SCOPE OF WORK:

1. The contractor shall provide all management, supervision and labor required and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.

2. These specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this contract. They are not intended to be, nor shall they be construed as limiting specifications or requirements. At a minimum, the Contractor will be required to take all steps and measures which would be taken by a prudent building owner or manager to maximize the life expectancy of the property and equipment by proper operation, maintenance and repair.

## B. SERVICES REQUIRED

Following are typical tasks to be completed by the Porters, additional tasks are to be performed as required:

1. Cleaning Services:

   a. Inspect all public lavatories not less than four (4) times per shift for cleanliness and adequate inventories of product including soap, hand toweling, toilet paper, sanitary products, toilet seat covers. Clean glass mirrors, wipe down wet surfaces, remove soil, stains, trash etc.

   b. All lavatory dispensers will be checked and items replenished as needed including paper towels, toilet paper, hand soap, and sanitary napkins.

   c. Public areas will be policed continuously which include the removal of all litter, damp mopping of any spillage that may occur, emptying of all public area trash receptacles and sifting of cigarette urns, removal of spots and/or graffiti from all wall and column surfaces, etc.

   d. Police building entrances removing all litter, debris, and trash. Ensure entrances are neat and orderly in appearance. Remove any cigarette butts. Perform at least four times per day.

   e. Place and remove as required by weather conditions, carpet runners in lobbies.

   f. Perform snow removal maintenance services as directed, including minor snow shoveling, sand and salt spreading, and sweeping of walkways and

footpaths.

g. Pick up trash during the day on request.

h. Perform all incidental cleaning due to spills, etc. that may be required during the day.

i. Clean interior and exterior surfaces of lobby windows, windowsills and doors as required.

j. Public display cases and display items such as statues, plaques, etc. will receive daily spot cleaning as required. Special attention to be given to display case glass and lobby entry glass.

k. Spot polish bright work such as brass rails, vestibule areas, etc.

l. Check elevator cabs twice each shift, as required vacuum elevator cabs, wipe cab doors, hall call and interior buttons, and interior walls. Remove and/or clean up any debris or soil such as cigarette butts, chewing gum, coffee spills, graffiti, etc.

m. Clean vertical and horizontal surfaces of building porticos.

n. Not less than at least once per shift, Contractor's personnel shall police the entire exterior perimeter of the Building(s), picking-up cigarette butts, papers, litter and any other debris, sweeping up standing water and leaving the area in a neat, orderly condition. Any discrepancies or clean-up required beyond normal policing will be reported to the Contractor's office staff immediately.

o. Remove trash from and replace liners of trashcans about the property. Maintain trash cans/receptacles to be free of graffiti and clean. Wash inside and outside of trash receptacles not less than on a monthly basis.

p. Minor interior and exterior plant maintenance; pruning, removal of dead flowers and leaves, etc.

q. Install and remove elevator protection pads when needed.

r. Move office related furniture, equipment and supplies as needed.

s. Cleaning the interiors of small office refrigerators and defrost periodically.

t. Provide cleaning services in the concession stand area operated by the blind in the presence of a supervisor or the State Capitol Police.

u. Perform work orders issued by Contractors Managers and/or Legislative

Management. Return completed work orders to Contractor's office with notations on work order indicating action taken, time and date work order was completed and by whom.

2. Function Set Up and Takedown Tasks:

   a. Perform and/or assist with set-ups for special events as directed.

   b. Set ups for special events are to be complete a minimum of one half hour prior to the scheduled starting time.

   c. Rooms are to be returned to a designated "not in use" furniture layout within one hour of the complete of the event or by 8:00 a.m. the following workday morning for late night and/or weekend events.

3. Daily Water Deliveries:

   a. Daily check water coolers and replace water bottles as required. Wipe down the exterior surface of the cooler and empty the "catch tray".

   b. Deliver additional water bottles to water coolers in offices where needed or upon request during the day.

   c. Deliver paper cups and paper towels to offices where needed.

4. Mail Deliveries:

   a. At 5:00 p.m. each working day (or as soon after 5:00 p.m. that the mail is ready) pick up from the Mail Center in the Legislative Office Building all outgoing First Class, "Standard" and other classes of mail and deliver the mail to the U.S. Post Office at 141 Weston Street, Hartford, Connecticut. Turn over the mail and required paperwork to Postal employees and obtain acceptance paperwork for the Post Office. Return the paperwork form the Post Office to the Mail Center.

   b. Make additional deliveries to the Post Office, as volume requires.

   c. Typically the volume of mail to be delivered can be carried in the Van to be provided by the Contractor. For approximately four weeks in the odd years and 6 weeks in the even years the volume of bulk mail will require that a truck be rented. The rental cost for the truck is reimbursable.

5. Light Bulb Replacement

   a. Perform walk thru inspections of the public and office areas on a rotating schedule and replace all burnt out light bulbs noted. The schedule is to set up

so that each area is checked not less then once every two weeks.

b. Respond to calls placed by the Contractor's Office and/or Legislative Management to replace fluorescent, incandescent and halogen lamps, and PL fixtures.

c. Remove burnt out bulbs to designated containers for recycling and report to Contractor's Office when containers are near full and need to be serviced.

d. Monitor inventory of regular usage bulbs and specialty lamps and inform Contractor's Office when supply is getting low and should be replenished.

e. Report any lights which continue to not work after replacement of the bulb to Contractor's Office.

NIGHT CLEANING SERVICES
DESCRIPTION AND SPECIFICATIONS

## A. SCOPE OF WORK:

1. The contractor shall provide all management, supervision and labor required and shall plan, schedule, coordinate and ensure effective and economical completion of all work and services specified in this contract.

2. These specifications are a statement of the minimum level of work and services that are to be provided in certain areas under this contract. They are not intended to be, nor shall they be construed as limiting specifications or requirements. At a minimum, the Contractor will be required to take all steps and measures which would be taken by a prudent building owner or manager to maximize the life expectancy of the property and equipment by proper operation, maintenance and repair.

## B. QUALITY CLEANING REQUIREMENTS:

1. The Contractor will be required to perform satisfactorily each of the contract requirements, as scheduled. The Contractor's performance will be closely monitored and inspected by Legislative Management Representatives.

2. Failure to perform satisfactorily in accordance with the specifications will result in withholding of payment, and the possibility of contract cancellation. For the protection of the building and its equipment and the facilitation of the business to be conducted therein, first class cleaning will be required. Careless Performance of work will not be tolerated. Unsatisfactory work will be called to the attention of the Contractor and he will be required to correct the work deficiencies and improve the overall work results.

## C. GENERAL REQUIREMENTS:

1. The attached set of cleaning specifications have been designed to produce a quality housekeeping program, Because of the uniqueness of the architecture and the age of the Capitol, and the use of these facilities, there may be specific items that require specialized cleaning. You are expected to clean all items even if not specifically included in the specification. In order to make it specifically clear, it is the intent of this specification that these buildings be maintained in a first-class, white glove inspection condition at all times. Any surface, horizontal or vertical including all ledges, protrusions, and ornamental work, will be cleaned on a daily basis.

2. Contractor's personnel shall sign in and out all keys upon receiving and returning them the commencement and end of each shift. Each cleaner shall only be allowed to receive and return keys for the areas assigned to them.

3. While cleaning the occupied areas, Contractor's personnel will work behind locked doors (as applicable) and will not admit anyone into the suite, except authorized Contractor, Connecticut General Assembly personnel who have keys to the suite.

4. If Contractor's employee enters into a suite that is locked and occupied by employee(s) of State, Contractor's employee shall lock the suite behind them upon entering it to perform the responsibilities specified in this Agreement.

5. Upon completion of duties, all lights will be turned off as is applicable, doors locked, windows closed, draperies and blinds left in the position in which they were found, and offices left in a neat and orderly condition.

6. Contractor personnel will not touch or disturb papers and personal items on desks, files, counters, etc. Cleaner will not be responsible to remove materials from desks, shelves, counters, files, or any other areas for purpose of cleaning. Contractor is responsible for damaged or lost materials of the State and its employees caused by Contractor's employees.

7. All mop sinks, locker areas and other service areas will be cleaned thoroughly, and all cleaning equipment neatly stored in a central location or designated janitorial closets. Janitorial closets and storage areas should be maintained in a neat and orderly manner at all times and free of all combustibles.

8. Only supplies pertaining to cleaning of the Building are to kept in said areas by Contractor. No standing water is permitted to be left in buckets in said closets overnight. Mops are to be wrung out at the completion of each day and left in a position with the mop head up to facilitate its drying. Dirty mop heads shall be automatically replaced by Contractor, and Legislative Management may direct same upon inspection.

9. The Night Cleaning Manager shall be notified when restroom supplies and light inventories need reordering, and shall in turn inform Legislative Management on a timely basis.

10. Trash shall be removed to a trash compactor located in the loading dock area. Recyclable materials shall be removed from the designated containers, placed into a designated bag or container for removal of said recyclable materials, and brought to the designated dumpster/container for recyclable materials, as applicable.

11. Contractor's employees are responsible for removing any items larger than that which can not be contained in a standard size wastebasket provided the items are clearly marked "TRASH" by the occupant and left in a conspicuous area.

12. If there is a question whether any item left in an office or common area of the Building is trash or to be thrown away, Contractor's employee is to locate and question the Night Cleaning Manager regarding the status of the article(s). If

Contractor's employees are unsure of the status of such an article(s), said article(s) are not to be removed or discarded, and notice must be left for Legislative Management to follow-up the next business day.

13. Any condition of the building requiring maintenance or repair should be brought to the attention of Legislative Management as soon as possible, but not later than the start of the next business day.

14. Any condition of the building requiring immediate repair (e.g. burst pipe, over flowing toilet, broken window etc.) shall be immediately brought to the attention of the Night Cleaning Manager.

15. Contractor's employees are to promptly notify the State Capitol Police of any unauthorized or suspicious individuals in any area of the facilities.

## D. GENERAL TASK REQUIREMENTS:

1. Following are typical daily tasks to be completed by the Night Cleaners, additional tasks are to be performed as required:

   a. Empty trash and recycling receptacles and transport the collected waste to trash and recycling pick-up areas outside the building. All baskets will be cleaned thoroughly inside and out. Trash and recycling pick-ups will be coordinated with outside refuse removal and recycling contractor(s).

   b. Clean and service sand urns.

   c. Low dust to hand height (72") all horizontal and sloped surfaces including but not limited to chairs, tables, file cabinets, bookcases, shelves, coat racks, ledges, sills, and baseboards. Telephones and normal desk accessories will be moved and cleaned under.

   d. Clean and sanitize all telephones.

   e. Spot clean or damp wash desk, furniture and tables.

   f. Spot clean interior glass in partitions, mirrors and doors, directories and showcases.

   g. Vacuum and spot clean fabric partitions.

   h. Dust exposed fire extinguishers.

   i. Dust blinds.

   j. Clean and sanitize water fountains.

k. Clean all blackboards, (whiteboards), unless marked "SAVE".

l. Completely wash and clean both sides of the entrance glass door. Wipe door surfaces dry.

m. Spot clean by damp wiping fingerprints, smears on doors, frames, light switches, kick and push plates, handles, glass surfaces and walls.

n. Brush or vacuum upholstered furniture.

o. Brush, vacuum or spot clean plastic and leather furniture.

p. Remove cobwebs from ceilings and walls.

q. Dust, spot clean glass and straighten all pictures, frames, charts, graphs, and similar wall hangings.

r. Dust all non-fabric partitions, doors and doorframes.

s. Polish all modern and restored antique metal bright work. Dust all unrestored bright metal work.

t. Clean and vacuum metal bright work and elevator saddles.

u. Dust all handrails and guardrails in stairways.

v. Clean all elevator walls, floors and ceilings.

w. Clean computer monitor and television screens using approved terminal cleaner.

x. Clean office areas, stairways, lobbies, and rest room in the parking garage,

2. Following are typical weekly tasks to be completed by the Night Cleaners, additional tasks are to be performed as required:

a. High dust above hand height to marble height all vertical and horizontal surfaces. High dusting includes moldings, ledges, pipes, vents, etc.

b. Dust enclosed fire extinguisher cabinets.

c. Wash to control soil build up on all handrails and guardrails in stairways.

d. Completely wash and clean both sides of interior glass in partitions and doors, mirrors, directories and showcases.

e. Clean and polish furniture including desks, chairs, cabinets, etc.

f. Wash, clean and/or polish all coat racks.

g. Sweep parking garage using equipment provided by Legislative Management.

3. During interim periods and as time permits the Night Cleaners will undertake quarterly, semiannual, annual and special projects. Typical projects include; pressure washing exterior and interior stairs and steps, leather conditioning of chairs and desktops, wash downs of the parking garage, etc.

## E. SPECIFIC CLEANING REQUIREMENTS:

1. REST ROOMS AND LOCKER RROMS:

a. Daily Requirements:

i. Clean, sanitize and polish all vitreous fixtures including toilet bowls, urinals, and sinks using a germicidal detergent solution. Lids or seats on all toilets will be left in a raised position after cleaning.
ii. Clean and polish all chrome fittings and bright work including shelves, flushometers and metal dispensers.
iii. Clean and sanitize both sides of every toilet seat with a germicidal detergent.
iv. Clean and polish all glass and mirrors.
v. Empty all containers and disposals. Waste and refuse will be removed to designated areas.
vi. Wash and sanitize exterior and interior of all containers.
vii. Empty and sanitize interior and exterior of all sanitary napkin disposal containers.
viii. Remove spots, stains, and splashes from wall areas.
ix. Remove soil from doors, frames, light switches, kick and push plates, handles, etc.
x. Refill all dispensers (napkin, soap, tissue, towels, liners, cups). Supplies to be furnished by Legislative Management.
xi. Dust and spot clean all toilet partitions, tile walls, dispensers and receptacles.
xii. Sweep and wash floors with a germicidal detergent solution.
xiii. Low dust (72") all horizontal surfaces to hand height. Low dusting includes sills, moldings, ledges, shelves, frames, vents, radiators, partitions, etc.
xiv. Clean soap dishes and drains in showers.

b. Weekly Requirements:

i. Wash and sanitize all partitions, tile walls, and enamel surfaces being sure that all wood is dry.
ii. High dust above hand height all horizontal surfaces. High dusting includes shelving, moldings, ledges, partitions, pipes, vents, heating outlets, etc.
iii. Dust exterior of light fixtures.
iv. Clean blinds.

2. DINING ROOM AND KITCHEN:

a. The cleaning of the dining areas of the Legislative Office Building is the responsibility of the contractor. The Food Service vendor will responsible for tabletop cleaning during food service hours.

b. The cleaning of the servery and kitchen of the Legislative office Building are the responsibility of the Food Service vendor.

c. Daily Requirements:

i. Vacuum the floors
ii. Wipe down table tops
iii. Vacuum or brush off chairs
iv. Polish mirror walls as required.

3. STAIRWELLS:

a. Daily Requirements:

i. Dust mop stairs, landings, risers, rails, etc.
ii. Spot clean soil and spills.
iii. Damp mop to control soil buildup.
iv. Pick-up and remove all debris, trash and litter.
v. Spot clean the walls.
vi. Dust the handrails.
vii. Clean glass vision panels.
viii. Clean push and kick plates and door knobs.
ix. Daily walk-through and inspection of all Emergency Exit Stairwells from top to bottom, checking for burnt out lights and re-lamp as necessary. Wipe clean the interior and exterior surfaces of the fixture when re-lamping the garage stairwells.

4. CARPETED FLOORS, (Tiles and Broadloom):

a. All exposed carpeting will be maintained in first-class condition. Contractor will shampoo any areas requiring attention on an "as needed" basis, with a

minimum of semi-annual shampooing.

b. The carpet cleaning methods utilized are to release trapped soil and grit that is embedded in the primary backing of the Carpets. The methods are to be quick drying with a minimum of moisture to prevent deterioration or mildew of the secondary backing as well as eliminating any re-stretching of the carpet.

c. Daily Requirements:

i. Vacuum all exposed carpeting, including difficult areas such as under desks, wires, tables, counters, in difficult corners, baseboards, and edges.
ii. Inspect for spots and stains and spot clean as required.

5. CONCRETE FLOORS:

a. Daily Requirements:

i. Police for litter.
ii. Spot mop soil and spills.

b. Weekly Requirements:

i. Dust mop and/or sweep.

6. MARBLE FLOORS:

a. Specific care must be taken in areas surrounding restored marble, granite and wood vertical surfaces to insure that no residue from the maintenance process remains. Proper protection of adjacent floor covering must be maintained to insure no run-off or staining of these surfaces.

b. The marble floors are currently being maintained successfully using diamond cutting restoration process and HMK Stone Care products. Equipment and maintenance products are provided by Legislative. Any substitutions to the current method, (i.e., process, frequency, products, etc.), is required to be pre-approved by Legislative Management. The Contractor will be required to demonstrate that their staff has been fully trained in the processes required.

c. The restoration process is started with a clean floor free of all sealers, impregnators, etc. Next, the condition of the marble is reviewed and the appropriate diamond pad and cutting process is implemented. Different grades of diamond pads are utilized and the number of cutting steps varies depending on the type and condition of the marble. Each type of marble requires different diamond pads and cutting levels. After the stone is cut, it is polished with 5 Extra Polishing Powder and then coated with a silicone

impregnator, (not a floor sealer). The frequency of the restoration process varies depending on the condition of the marble and the ongoing maintenance.

d. The routine maintenance process utilizes auto scrubbers, restorers, polishing powder and general cleaning. It is important that the routine maintenance process be performed properly and in a timely manner to avoid the necessity of restoration.

e. Manpower must be provided to maintain high traffic areas on a continual basis and coverage for the entire building at least three times per year.

7. UNPOLISHED GRANITE STAIRS AND RISERS:

a. Soaking or large quantity of water must be removed immediately. Care must be taken to prevent staining on the adjacent marble.

b. Daily Requirements:

i. Damp mop.
ii. Spot brush and mop soil and spills.

8. VINYL, ASPHALT, RUBBER and TERRAZZO TILE:

a. All tile floors will be maintained in a first-class condition. Cleaning, refinishing and stripping will be maintained, as needed, to provide an adequate protective coating on the floor with an even polished luster.

b. Terrazzo floor surfaces to be sealed with Tre/Wax by Vermont Marble or an approved substitute.

c. Daily Requirements:

i. Wet mop with a disinfectant solution.

9. FABRIC PARTITIONS:

a. Weekly Requirements:

i. Vacuum all horizontal and vertical surfaces. Spot clean as needed using extraction shampoo method (similar to "clipper") with a hand held attachment.

10. WOOD SURFACES:

a. Wood furniture in offices as well as the furniture and millwork in the House

and Senate chambers should be dusted and polished with Guardsman Furniture Polish.

b. Furniture Wash should be used on furniture and millwork in the Hearing Rooms.

F. DAY CARE CENTER:

1. Classroom, Open Areas and Office Cleaning:

a. Daily Requirements:

i. Dust all furniture, bookcases, shelves, etc.
ii. Tile floors swept and mopped
iii. Vacuum all carpeting
iv. Spot clean carpeted floors as required
v. Empty all trash and insert new liners
vi. Spot cleaned all doors and glass partitions
vii. Clean and sanitize water fountains
viii. Sweep sidewalk leading to front door as needed
ix. Remove dirt and fingerprints from doors, light switches, etc.
x. Change light bulbs as needed

b. Weekly Requirements:

i. Sanitize All Tile Floors every Friday
ii. Tile floors Spray Buffed every Friday
iii. Completely Cleaned Glass Partitions and Doors every Friday
iv. Wash waste baskets, more frequently as required
v. Dust all cubbies, sills, bookshelves

c. Monthly Requirements:

i. Tile floors Scrubbed, Waxed, Polished
ii. Vacuum all floor and ceiling vents
iii. Dust all ceilings and corners

d. Quarterly Requirements:

i. Shampoo All Carpets Quarterly

2. Lavatory Cleaning:

a. Daily Requirements:

i. Mop floors

ii. Clean and sanitize toilets, (including seats), sinks, etc.
iii. Clean and sanitize chrome fixtures
iv. Clean stains, splashes from walls around basins
v. Clean and polish mirrors
vi. Refill soap, tissue, paper dispensers
vii. Dust and spot clean metal partitions
viii. Empty trash cans and insert new liners
ix. Clean fingerprints, dirt from doors, light-switches, etc.

3. Kitchen Cleaning:

a. Daily Requirements:

i. Empty trash and insert new liners
ii. Wash garbage containers inside and out
iii. Sweep, damp mop and sanitize floors

b. Weekly Requirements:

i. Scrub, mop, seal floors

## OTHER SERVICES

### A. PEST CONTROL

1. Provide pest control with visits as needed at no additional cost. Particular attention should be paid to the Day Care Center, the Cafeteria and Kitchen areas, other food preparation areas, news and food stands, office coffee areas and the vending machine areas.

2. It is anticipated that this service will be sub-contracted.

Minimum Rates and Classifications
for Building Construction

## Connecticut Department of Labor
## Wage and Workplace Standards Division

By virtue of the authority vested in the Labor Commissioner under provisions of Section 31-53 of the General Statutes of Connecticut, as amended, the following are declared to be the prevailing rates and welfare payments and will apply only where the contract is advertised for bid within 20 days of the date on which the rates are established. Any contractor or subcontractor not obligated by agreement to pay to the welfare and pension fund shall pay this amount to each employee as part of his/her hourly wages.

**Project Number:** **Project Town: Hartford**

**Project: Full Service Building Maintenance At The State Capitol Facilities**

| CLASSIFICATION | Hourly Rate | Benefits |
|---|---|---|
| 1a) Asbestos Worker/Insulator (Includes application of insulating materials, protective coverings, coatings, & finishes to all types of mechanical systems; application of firestopping material for wall openings & penetrations in walls, floors, ceilings | 24.25 | 10.76 |
| 1b) Asbestos/Toxic Waste Removal Laborers: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. | 20.75 | 6.89 |
| 1c) Hazardous Material Handler: Includes preparation, wetting, stripping, removal, scrapping, vacuuming, bagging and disposing of all insulation materials, whether they contain asbestos or not, from mechanical systems. | 17.50 | 4.70 |
| 2) Boilermaker | 25.30 | 3.71 + 30% |
| 3a) Bricklayer, Cement Mason, Cement Finishers, Plasterers, Stone Masons | 24.95 | 9.40 + a |
| 3b) Tile Layers, Marble Masons, Mosaic Terrazzo Workers | 22.00 | 8.75 |

*As of:* *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

| | | |
|---|---|---|
| 3c) Terrazzo Finishers | 19.00 | 8.15 |
| 3d) Marble & Tile Finishers | 17.00 | 7.55 |

------LABORERS------

| | | |
|---|---|---|
| 4) Group 1: Laborers, carpenter tenders, wrecking laborers, fire watchers. | 18.75 | 6.89 |
| 4a) Group 2: Mortar mixers, plaster tenders, power buggy operators, powdermen, fireproofer/mixer/nozzleman. | 19.00 | 6.89 |
| 4b) Group 3: Jackhammer operators, mason tenders. | 19.25 | 6.89 |
| 4c) Group 4: Pipelayers, air track operators, sand blasters. | 19.50 | 6.89 |
| 4d) Group 5: Asbestos removal and encapsulation (except it's removal from mechanical systems which are not to be scrapped), toxic waste removers, blasters. | 20.75 | 6.89 |
| 4e) Group 6: Bottom men on open air caisson, cylindrical work and boring crew. | 19.25 | 6.89 |
| 4f) Group 7: Top men on open air caisson, cylindrical work and boring crew. | 18.75 | 6.89 |

*As of:* *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

| | | |
|---|---|---|
| 5) Carpenter, Acoustical Tile Worker, Concrete Form-Wood Builder, Floor Covering (Including Drywall Hanging) | 22.00 | 8.04 |
| 5a) Millwrights | 22.75 | 8.04 |
| 6) Electrical Worker, Cable Splicer (electric) | 25.60 | 10.98 |
| 7a) Elevator Constructor | 31.135 | 7.195 + a + b |
| 8) Glazier | 25.93 | 5.25 + a |
| 9) Ironworker, Ornamental, Reinforcing, Structural, and Precast Concrete Erection | 25.95 | 13.63 + a |
| ----OPERATORS---- | | |
| Group 1: Crane handling or erecting structural steel or stone, hoisting engineer 2 drums or over, front end loader (7 cubic yards or over); work boat 26 ft. and over. | 27.05 | 9.05 + a |
| Group 2: Cranes (100 ton rated capacity & over), backhoe over 2 cubic yards, piledriver ($3.00 premium when operator controls hammer). | 26.77 | 9.05 + a |
| Group 3: Backhoe, cranes (under 100 ton rated capacity), gradall, master mechanic, hoisting engineer (all types of equipment where a drum and cable are used to hoist, pull or drag material regardless of motive power of operation); rubber tire backhoe | 26.12 | 9.05 + a |

*As of:* *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

| | | |
|---|---|---|
| Group 4: Trenching machines; lighter derrick; CMI Machine or similar; Koehring Loader (skooper). | 25.77 | 9.05 + a |
| Group 5: Specialty Railroad Equipment; Asphalt Spreader; Asphalt Reclaiming Machine; Line Grinder; Concrete pumps; drills with self contained power units; Boring machine; Post hole digger; Auger; Pounder; Well Digger | 25.25 | 9.05 + a |
| Group 5 continued: Milling machine (over 24" Mandrell); Side Boom; Combination hoe and loader; Directional driller. | 25.25 | 9.05 + a |
| Group 6: Front end loader (3 up to 7 cubic yards), grader; Bulldozer. | 24.98 | 9.05 + a |
| Group 7: Asphalt roller, concrete saws and cutters (ride on types), vermeer concrete cutter, Stump Grinder; Scraper; Snooper; Skidder; Milling Machine (24" and under Mandrell). | 24.68 | 9.05 + a |
| Group 8: Mechanic, grease truck operator, hydroblaster; barrier mover; [illegible]wer stone spreader; welding; work boat under 26 ft.; transfer machine. | 24.33 | 9.05 + a |
| Group 9: Front end loader (under 3 cubic yards), skid steer loader regardless of attachments, (Bobcat or Similar): forklift, power chipper; landscape equipment (including Hydroseeder). | 23.95 | 9.05 + a |
| Group 10: Vibratory hammer; ice machine; diesel and air, hammer, etc. | 23.44 | 9.05 + a |
| Group 11: Conveyor, earth roller, power pavement breaker (whiphammer), robot demolition equipment. | 22.15 | 9.05 + a |
| Group 12: Wellpoint operator. | 22.09 | 9.05 + a |

***As of:*** *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

| | | |
|---|---|---|
| Group 13: Portable asphalt plant operator; portable crusher plant operator; portable concrete plant operator. | 21.70 | 9.05 + a |
| Group 14: Compressor battery operator. | 21.58 | 9.05 + a |
| Group 15: Power safety boat; vacum truck; zim mixer; sweeper. | 21.31 | 9.05 + a |
| Group 16: Elevator operator; tow motor operator (solid tire no rough terrain). | 20.55 | 9.05 + a |
| Group 17: Generator operator, compressor operator, pump operator, welding machine operator. | 20.18 | 9.05 + a |
| Group 18: Maintenance engineer. | 19.58 | 9.05 + a |
| ------PAINTERS------ | | |
| 10a) Brush and Roller | 22.27 | 7.75 |
| 10b) Tapers | 23.02 | 7.75 |
| 10c) Paperhangers | 22.77 | 7.75 |

***As of:*** *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

| | | |
|---|---|---|
| 10d) Red Label Products, Epoxy Materials | 22.77 | 7.75 |
| 10e) Blast and Spray (Red Label) | 25.27 | 7.75 |
| 10f) Sandblasters and Spraymen | 24.35 | 7.30 |
| 10g) Tanks, Towers, Swingstage, Boatswain Chair, Riding Steel, All Tanks, Pipes and Vessels Inside, and Hazardous Work of Similar Character | 24.27 | 7.75 |
| 11) Plumber (Including HVAC work) | 26.62 | 9.60 |
| 12) Post Digger, Well Digger, Pile Testing Machine | 22.25 | 9.05 + a |
| 13) Roofer (flat & composition) | 19.94 | 8.51 |
| 14) Roofer (slate & tile) | 20.44 | 8.51 |
| 15) Sheetmetal Worker (Including HVAC Duct work) | 24.04 | 12.88 |
| 16) Pipefitter (Including HVAC work) | 26.62 | 9.60 |

*As of:* *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

------TRUCK DRIVERS------

| | | |
|---|---|---|
| 17a) 2 Axle | 19.83 | 7.01 + a |
| 17b) 3 Axle, 2 Axle Ready Mix | 19.93 | 7.01 + a |
| 17c) 3 Axle Ready Mix | 19.98 | 7.01 + a |
| 17d) 4 Axle, Heavy Duty Trailer up to 40 tons | 20.03 | 7.01 + a |
| 17e) 4 Axle Ready Mix, Specialized Earth Moving Equipment (Other Than Conventional Type on-the-Road Trucks and Semi-Trailers, Including Euclids) | 20.08 | 7.01 + a |
| 17f) Heavy Duty Trailer (40 Tons and Over) | 20.13 | 7.01 + a |
| 18) Sprinkler Fitter | 28.10 | 8.90 + a |

***As of:*** *3/19/01*

**Project: Full Service Building Maintenance At The State Capitol Facilities**

*Welders: Rate for craft to which welding is incidental.*

**Note: Hazardous waste removal work receives additional $1.50 per hour for power equipment operators and 00 per hour for truck drivers.*

***Note: Hazardous waste premium $1.50 per hour over classified rate.*

**Crane with 150 ft. boom (including jib) - $ .50 extra.**
**Crane with 200 ft. boom (including jib) - $1.00 extra.**
**Crane with 250 ft. boom (including jib) - $2.00 extra.**
**Crane with 300 ft. boom (including jib) - $3.00 extra.**

**All classifications that indicate a percentage of the fringe benefits must be calculated at the percentage rate times the "base hourly rate".**

**Apprentices duly registered under the Commissioner of Labor's regulations on "Work Training Standards for Apprenticeship and Training Programs" Section 31-51-d-1 to 12, are allowed to be paid the appropriate percentage of the prevailing journeymen hourly base and the full fringe benefit rate, providing the work site ratio shall not be less than one full-time journeyperson instructing and supervising the work of each apprentice in a specific trade.**

**Please direct any questions which you may have pertaining to classification of work and payment of prevailing wages to the Wage and Workplace Standards Division, telephone (860)263-6790.**

***As of:*** *3/19/01*

As of: March 19, 2001

# CONNECTICUT DEPARTMENT OF LABOR
# FOOTNOTES

⇨ Please Note: If the "Benefits" listed on the schedule for the following occupations includes a letter(s) (+ a or + a+b for instance), refer to the information below.

Benefits to be paid at the appropriate prevailing wage rate for the listed occupation.

If the "Benefits" section for the occupation lists only a dollar amount, disregard the information below.

**Bricklayers, Cement Masons, Cement Finishers, Plasters, Stone Masons**
**(BUILDING CONSTRUCTION)**

a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours

b. Fringe contributions for cement masons (performing flatwork only) will receive one and one-half times fringe contributions for hours worked over eight hours per day.

**Bricklayers, Cement Masons, Cement Finishers, Plasters, Stone Masons**
**(HEAVY AND HIGHWAY CONSTRUCTION)**

a. Paid Holiday: If an employee works on Christmas Eve until noon he shall be paid for 8 hours

**Carpenters, Diver Tenders, Dockbuilders, Piledrivers**
**(HEAVY AND HIGHWAY CONSTRUCTION)**

a. Paid Holidays: Memorial Day, Independence Day, Labor Day, provided the employee works 3 days during the week of the holiday and the working day before and after the holiday, if scheduled.

**Electricians**

Fairfield County: West of the Five Mile River in Norwalk

a. Employer contributes $3.50 per hour per worker to Security Benefit Fund not to exceed $24.50 per day.

**Footnotes**
As of: March 19, 2001

**Elevator Constructors: Mechanics**

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day, plus the Friday after Thanksgiving

b. Vacation: Employer contributes 8% of basic hourly rate for 5 years or more of service or 6% of basic hourly rate for 6 months to 5 years of service as vacation pay credit.

**Glaziers**

a. Paid Holidays: Labor Day and Christmas Day.

**Power Equipment Operators**
**(HEAVY AND HIGHWAY CONSTRUCTION & BUILDING CONSTRUCTION)**

a. Paid Holidays: New Year's Day, Good Friday, Memorial day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day, provided the employee works 3 days during the week in which the holiday falls, if scheduled, and if scheduled, the working day before and the working day after the holiday.

**Ironworkers**

a. Paid Holidays: Last four working hours on Christmas Eve and New Year's eve are paid holidays, provided the employee has been on the employer's payroll for the five consecutive days prior to Christmas Eve and New Year's Eve.

**Laborers (Tunnel Construction)**

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.

**Roofers**

a. Paid Holidays: July 4th and Labor Day, provided the employee is employed 15 days prior to the holiday; and Christmas Day, provided the employee has worked in a shop on or after December 11th.

**Footnotes**
As of: March 19, 2001

## Sprinkler Fitters

a. Paid Holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day and Christmas Day, provided the employee has been in the employment of a such contractor 20 working days prior to any such holiday.

## Truck Drivers

## (HEAVY & HIGHWAY CONSTRUCTION & BUILDING CONSTRUCTION)

a. Paid Holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas day, and Good Friday, provided the employee has at least 31 days service and works the last scheduled day before and the first scheduled day after the holiday.

CONNECTICUT DEPARTMENT OF LABOR
WAGE AND WORKPLACE STANDARDS DIVISION

**CONTRACTORS WAGE CERTIFICATION FORM**

I, _____ of _____
Officer, Owner, Authorized Rep. Company Name

do hereby certify that the _____
Company Name

_____
Street

_____
City

and all of its subcontractors will pay all workers on the

_____
Project Name and Number

_____
Street and City

the wages as listed in the schedule of prevailing rates required for such project (a copy of which is attached hereto).

_____
Signed

Subscribed and sworn to before me this _____ day of _____, 2000.

_____
Notary Public

Return to : Connecticut Department of Labor
Wage & Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

Date issued: March 19, 2001

shall be submitted monthly to the contracting agency.

# WEEKLY PAYROLL

Wage and Workplace Standards Division
200 Folly Brook Blvd.
Wethersfield, CT 06109

CONTRACTOR NAME AND ADDRESS:

SUBCONTRACTOR NAME & ADDRESS

WORKER'S COMPENSATION INSURANCE CARRIER

POLICY #

EFFECTIVE DATE:

EXPIRATION DATE:

PAYROLL NUMBER | WEEK-ENDING DATE | PROJECT NAME & ADDRESS:

| EMPLOYEE NAME AND ADDRESS | APPR RATE % | MALE/ FEMALE AND RACE* | WORK CLASSIFICATION | DAY AND DATE S | M | T | W | TH | F | S | S-TIME / O-TIME | BASE HOURLY RATE | *TOTAL FRINGE BENEFITS (C=CASH) (P=PLAN) | GROSS PAY FOR ALL WORK PERFORMED THIS WEEK | TOTAL DEDUCTIONS FICA | FEDERAL WITH-HOLDING | STATE WITH-HOLDING | OTHER | GROSS PAY FOR THIS PREVAILING RATE JOB | CHECK # AND NET PAY |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | | | HOURS WORKED EACH DAY | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | C:= P:= | | | | | | | |
| | | | | | | | | | | | | | C:= P:= | | | | | | | |
| | | | | | | | | | | | | | C:= P:= | | | | | | | |
| | | | | | | | | | | | | | C:= P:= | | | | | | | |
| | | | | | | | | | | | | | C:= P:= | | | | | | | |

3/21/00
WWS-CP1

*IF REQUIRED

*SEE REVERSE SIDE

PAGE NUMBER _____OF

# The Connecticut General Assembly

## Joint Committee on Legislative Management

Kevin B. Sullivan
*Senate President Pro Tempore*

George C. Jepsen, *Senate Majority Leader*
Louis C. Deluca, *Senate Republican Leader*

*D'Ann Mazzocca, Ph.D.*
*Executive Director*

Moira K. Lyons
*Speaker of the House*

David Pudlin, *House Majority Leader*
Robert M. Ward, *House Minority Leader*

**REQUETS FOR PROPOSAL**

**BUILDING MAINTENANCE**
**STATE CAPITOL FACILITIES**

**ADDENDUM ONE**

TO: Bidders on record for Building Maintenance Request for Proposal

FROM: Linda Voghel

DATE: April 11, 2001

RE: Revisions, Clarifications and Answers to Questions Received

The following are revisions, clarifications and answers to the questions we received with regards to the State Capitol Facilities Building Maintenance Request for Proposal.

**A new proposal form is included which must be used for bid submission in order to acknowledge receipt of this addendum information.**

Suite 5100 * Legislative Office Building * Hartford, CT 06106-1591 * (860) 240-0100 * fax (860) 240-0122 * jclm@po.state.ct.us

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE
REVISIONS

Revision 1 - Page 6, "PROPOSAL FORM"

Proposers are to submit their proposals on the attached "Revised Proposal Form"

Revision 2 – Page 7, "ITEMS TO BE INCLUDED WITH PROPOSAL"

See attached revised "Page 7".

**NEW:** Proposers should submit four copies of their proposals.

Item 3 has been revised to read as follows:

Tables of Organization for the Bidding Company, the Parent Corporation, (if applicable) and all proposed Sub-Contractors, (if applicable).

An item 7a has been added to read as follows:

For any submission proposing sub-contractors provide, for each sub-contractor, a minimum of five references of highest quality contracts of a similar scope and complexity. Provide the company name, address, telephone number and contact name.

An item 8a has been added to read as follows:

For any submission proposing sub-contractors provide, for each sub-contractor, a minimum of three references of accounts the sub-contractor has lost over the last five years of a similar scope and complexity. Provide the company name, address, telephone number and contact name.

Item 10 was deleted

Item 11 was deleted

NOTE: An Insurance Certificate will need to be provided prior to award of the contract to the successful proposer.

An item 15 was added to read as follows:

Provide within the 50-page limit an outline of the bidding company's approach to providing full service maintenance and cleaning services. Discuss maintenance plans, operational methods and procedures, predictive and preventative maintenance, project management, cost estimating and budgeting, work assignment and other pertinent subjects.

Revision 3 - Page 8, "ALL INCLUSIVE AND BILLABLE COST CALCULATION METHOD"

See attached revised Page 8.

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE
REVISIONS

Revision 4 - Page 12, Section E, Sub-section 1. is revised to read as follows:

A Bid Bond in an amount representing ten percent of the first years bid amount (Item A on the Proposal Form) is required. Failure to furnish a bid bond in the proper form and amount, by the time set for opening of bids, will be cause for rejection of the bid.

Revision 5 – Page 14, Section H, Sub-section 3. is revised to read as follows:

The all-inclusive price will be adjusted annually on July 1 (starting on July 1, 2002) to reflect the yearly adjustment in labor costs as published by the Connecticut Department of Labor. Adjustments will also be made at this time to reflect, "normal staffing" levels based on actual levels for the previous year.

Revision 6 – Page 16, Section L, Sub-section 1. is revised to read as follows:

Prior to the contract starting date confirm in writing, to Legislative Management, the names of the Site Manager, Assistant Site Manager, Projects Manager and Night Cleaning Manager.

Revision 7 – Page 17, Section L, a new sub-section 7. is being added to read as follows:

A transition period of up to 30 calendar days for an incoming contractor's Site Manager and 15 days for the incoming contractor's other managers will be permitted. The actual hours worked on site by these managers would be billable for the transition period. No other costs for the transition period will be reimbursed.

Revision 8 – Page 17, Section M, Sub-section 2. is revised to read as follows:

Contractor shall submit to Legislative Management such records and reports as may be identified in the Specifications or such other records and reports as Legislative Management may require. Contractor shall maintain on-site a file for each employee containing documentation including but not limited to the following: work application; starting date at the property; confirmation of notification of Building's policies and procedures; verbal and written warnings and instructions; and, incident reports.

Revision 9 – Page 18, Section M, Sub-section 3. is revised to read as follows:

Contractor will keep recorded schedules or required cleaning assignments in a form and manner satisfactory to Legislative Management.

Revision 10 - Page 32, Section 16, "PROPOSAL DELIVERY AND OPENING" is revised as follows:

The next to last sentence should read:

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE
REVISIONS

"The envelope should be clearly marked as follows: SEALED PROPOSAL, BUILDING MAINTENANCE SERVICES"

Revision 11 – Page 35, Section B, sub-section 6. is revised to read as follows:

All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the Contractor and its sub-contractor(s), who are in all respects the employer(s) of such employees.

Revision 12 – Page 35, Section B, sub-section 7. is revised to read as follows:

If for any reason whatsoever, Legislative Management, in their sole discretion, determine that any person employed by Contractor is not performing in accordance with the foregoing standards, upon receiving written notification, Contractor shall remove said employee from the facilities subject to this Agreement and shall simultaneously substitute another employee.

Revision 13 – Page 36, Section B, sub-section 10.c. is revised to read as follows:

No non-administrative employee shall be permitted to wear open toed shoes, sandals, shorts or skirts while working on the Premises. Any of Contractor's staff violating this policy shall be immediately removed from the Premises by Contractor's supervisor and will not be permitted to return until said violation is rectified.

Revision 14 – Page 39, Section G, sub-section 2.c. is revised to read as follows:

The minimum hourly rate that the **Day Porters** are paid is to be a 25¢ per hour premium over the "Laborer" rate.

Note: This change does not affect the Wage or Benefit amounts, which are the same as for a "Janitor". The change is being made as the job responsibilities of the Porter more closely match the job classification description of a Service Rates "Laborer".

Revision 15 – Page 39, Section G, sub-section 2.c. is revised to read as follows:

The minimum hourly rate that the **General Maintenance Worker/Locksmith** is paid is to be 112% of the **Prevailing Wage** "Laborers" rate. Any new **General Maintenance Worker/Locksmith** is paid is to be the Service Rates "Locksmith" rate.

Revision 16 – Page 42, Section G, sub-section 7.d. is revised to read as follows:

In the event that the buildings are closed due to weather conditions, the contractor's employees are not expected to report to work. Employees scheduled to work on the day of the closing will not be credited with a day worked.

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE
REVISIONS

Revision 17 – Page 47, Section H, sub-section 4.g. is revised to read as follows:

The Night Cleaning Manager will normally work a Sunday to Thursday 10:30 p.m. to 7:30 a.m. schedule with a half hour meal break. While this position will require more than 40 hours per week, (on average), only 40 hours will be counted toward guaranteed man hours.

Revision 18 - Page 49, Section H, sub-section 5.d. is revised to read as follows:

The minimum salary for this position is $27,000.

Revision 19 - Page 52, Section H, sub-section 7.d. is revised to read as follows:

The normal working hours for the Audio Visual Assistant (one position) are to be Noon to 8:30 p.m. The normal working hours may be modified to meet the needs of the Facilities at the request or upon the approval of the Legislative Management Representative.

Revision 20 - Page 57, Section H, sub-section 12. is revised to read as follows:

General Maintenance Worker/Locksmith, (Maintenance Staff):

NOTE: All references to "General Mechanic" and "General Maintenance Worker" should be changed to "General Maintenance Worker/Locksmith".

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE
QUESTIONS AND ANSWERS

QUESTIONS FROM ATTENDEES AT THE BUILDING WALK THROUGH:

Q1. Can you provide the RFP, addendum and calculation spreadsheet via email or disk?

A1. The RFP, addendum(s) and calculation example have been posted and are available at: http://www.cga.state.ct.us/olm/maint.htm. If you need the information on disk please call Eric Connery at 860-240-0100.

Q2. Will there be additions and deletions of positions during the course of the contract?

A2. As the business needs of the Connecticut General Assembly change there may be a need to add or delete staff. There may also be occasions where the Contractor may propose adding staff temporarily to work on special projects. The costs for any Staff that is added or deleted will be based on the "Billable Hourly Rate" for the position.

Q3. Is this a mandatory meeting?

A3. No.

Q4. Is there a requirement to cover vacation time? Who pays for vacation time?

A4. The Contractor will be responsible for coordinating vacations of its staff so that sufficient staff is on site to complete the day-to-day tasks. It may be at times necessary to change the shift or modify the hours of an employee to cover for an employee on vacation. When the Project Manager or Night Cleaning Manager is on vacation a first shift manager will need to modify their hours so that there is a manager is on site. Vacation time for administrative personnel only is paid up to the amounts listed

Q5. Must resumes of all administrative personnel be included with proposal submission?

A5. Yes. Resumes for proposed administrative staff managers are to be provided with the proposal submission. It is not necessary to provide a resume for the administrative assistant.

Q6. Can you discuss the effects of collective bargaining rates and the adjustments in wage rates July 1st of each year?

A6. On July 1 of each year the billable rates will be set for the year beginning on July1rst and ending on June 30th. This is the rate at which the Connecticut General Assembly will reimburse the Contractor for the actual time the Contractors employees work. If between July1rst and June 30th the rate at which the Contractor must pay its employees changes for any reason there will be no adjustment by the Connecticut General Assembly.

Q7. Are photographs allowed to be taken inside the building?

A7. Yes.

Q8. How old are the three buildings?

A8. Construction of the Capitol was completed in 1885. In 1972 the Capitol was declared a National Historic Landmark and a ten-year restoration of the Capitol was completed in 1986. The Legislative Office Building is approximately 13 years old the parking garage is about 14 years old.

Q9. How is the Capitol building heated and cooled?

A9. The office areas of the Capitol are heated and cooled with heat pump units and the chambers with package units all connected to a chilled water loop heated with gas fired boilers and cooled with a cooling tower. See the "Capitol Building Equipment Inventory" in the RFP for a breakdown of equipment. The LOB is on the "The Energy Network" chilled water/steam loop with air handling units and VAV boxes though out the building. See the "Legislative Office Building Equipment Inventory" in the RFP for a breakdown of equipment.

Q10. Must all areas/rooms be cleaned every day even if not used that day?

A10. Yes, every room must be cleaned and check each day even if it does not appear that it was used.

QUESTIONS RECEIVED IN WRITING:

Q11. How will costs related to subcontractors be handled? As an example, if a boiler required major overhaul or a specialty contractor was called in to make a repair on the air conditioning how would these costs be handled.

A11. Services which are outside of abilities of the contractor's staff or where time constraints prevent the contractor's staff from performing the work or which requiring a license other then ones held by the contractor's staff would be handled in one of the following ways.

- The task would be assigned to one of the task labor contractors who have current contracts with the Connecticut General Assembly or certain other Agencies of the State of Connecticut. The task labor contractor would directly bill the Office of Legislative Management.
- The Maintenance contractor's administrative staff would assist the Office of Legislative Management's staff in obtaining a minimum of three proposals from specialty contractors. The Office of Legislative Management would issue a purchase order for the work and the specialty contractor would directly bill the Office of Legislative Management.
- If only additional labor is required the maintenance contractor may submit a proposal to temporarily add additional staff to handle the work. The billing rate would be at the current billable rate for the job classification. For a job classification not provided in the maintenance services contract the billing rate will be calculated based on the Prevailing Wage or Service Contract Rate that are in effect at the time (revised annually on July 1). The billable rate will be equal to the defined hourly wage plus the defined benefit cost marked up by the labor profit and overhead percentage.

Q12. Is the contractor hooked into the State LAN/WAN? Does the contractor have access to the Internet?

A12. Yes, the computer equipment currently in the maintenance office (four PCs and a printer) is provided by the General Assembly and is connected to the General Assembly data network. They maybe use solely in performing the requirements of this contract and do have access to the Internet.

Q13. Page 38, paragraph F.3. During sessional periods, when the contractor must supply the listed positions in the evening, must the contractor also provide these positions during the day shift?

A13. Yes. The required porter position may be filled by a porter or night cleaner.

Q14. Page 65, paragraph 3.b. This language appears only to relate to pre-existing deficiency repairs. Is this correct? If so, is the State requiring the incoming contractor to fund all deficiency-related repairs up to $600 per item? If correct, this would appear to ask the contractor to assume an inordinate amount of risk. Request the State reconsider this approach. The incoming contractor should not be financially burdened in resolving any pre-existing deficiencies without compensation.

A14. The contractor is <u>not</u> financially burdened. This section is setting dollar level limits of the Contractor's (its managers) ability to place orders for parts and materials that will be billed directly to the State by the suppliers. Parts and materials will be ordered from suppliers who currently hold contracts to supply specific items or types of items with the Connecticut General Assembly and/or the State of Connecticut. As necessary during the life of the Maintenance Services contract additional suppliers will be issued contracts. Purchases above $600 will require pre approval from the Office of Legislative Management and will in most cases require a purchase order to be issued.

Q15. Related to the above discussion, please clarify the contractor's financial limit is as it relates to repair and/or replacement of mechanical, electrical, and/or architectural and structural repairs. Is it $600? How is the cost of specialty subcontractors to be treated?

A15. See Question 11 and 14 above.

Q16. Who is responsible for performing fire suppression system test, maintenance, and repair (including special suppression for cafeteria, computer rooms, etc.) and electrical switchgear test and maintenance?

A16. Contracts with specialty contractors currently exist for the inspection and maintenance of fire suppression systems. A contract is issued annually to provide infrared testing of electrical switchgear. Currently there is not a contract in place for switchgear testing.

Q17. Who is responsible for replacing state-owned tools and equipment when no longer serviceable due to normal wear and tear?

A17. The items listed on the "State Owned Tools Inventory" are being made available to the Maintenance Services Contractor. Any hand tools that are no longer serviceable due to normal wear and tear will not be replaced by the State. Fixed items, items unique to the requirements of the buildings and items with a value greater then $1,000 will be replaced by the State.

Q18. Is it a requirement that the non-administrative staff be employees of the Contractor, or could portions of that staff be sub-contracted?

A18. There is no requirement that the staff other then Administrative staff be employees of the Contractor. Any proposed use of sub-contractors is to be clearly presented with a description of reporting lines. The use of sub-contractors would not release the Contractor of its responsibilities to provide all the services required in the Request for Proposal.

Q19. Will the Contractor be assuming the responsibility and control of currently existing staff, both administrative and non-administrative, or will the Contractor be expected to fill these positions?

A19. The current staff, both administrative and non-administrative, is all employees of the current contractor. The incoming contractor is only asked to interview and give consideration to the existing staff as they make decisions on filling the positions.

Q20. Will the Contractor be required to carry any operating expenses for the property other than payroll costs in its monthly billing to the State?

A20. Operating costs including but limited to; utilities, repair materials; specialty service contracts are all billed directly to the State and paid by the State. The Contractor will need to carry the cost of the rental of a truck for the transportation of mail (see page 73 4.b.).

Q21. Can the State provide copies of operating statements and operating budgets to bidder for review?

A21. Attached is a copy of page 70 of the Governor's Proposed Budget titled "Agency Financial Summery – General Fund" which is the proposed Legislative Branch budget for years 2001 - 2003.

Q22. During the pre-bid conference there was reference to "prevailing wage" and "service wage", please clarify those terms with respect to each other.

A22. The minimum pay scales for almost all of the non-administrative personnel is set by Connecticut's Prevailing Wage law or Service Worker law. In very simple terms for this contract if the employee is performing construction, remodeling, refinishing, refurbishing, rehabilitation, alteration, or repair work their minimum hourly rate and benefits rate is set by the Prevailing Wage Rates. Otherwise the minimum hourly rate and benefits rate is set by the Service Workers rates. Attach are copies of summaries of Connecticut's Prevailing Wage Law and Service Worker Law (Standard Wage Rates) prepared by the Connecticut Department of Labor. Further information on Service Rates can be found on the CT Department of Labor web site at:

http://www.ctdol.state.ct.us/wgwkstnd/t-99-142guide.htm. For additional information you may contact the Wage and Workplace Standards Division of the Connecticut Department of Labor at: (860) 263-6790.

Q23. Is there an interior wood maintenance contract currently in place? If not, how is that function managed?

A23. There is a current contract with a specialty contractor to perform inspection and on-call maintenances of interior wood surfaces. Currently the Painter/Taper does perform some minor refinishing work on doors, desks and other wood surfaces.

Q24. Is there a preferred bid bond form that should be used, or will the standard be acceptable?

A24. A standard bid bond form is acceptable.

Q25. Are the "Hourly Wage" numbers illustrated in the *All Inclusive and Billable Cost Calculations Method* worksheet the actual union mandated wages for those positions and the costs that will be actually incurred by the management company?

A25. The "Hourly Wage" numbers illustrated in the *All Inclusive and Billable Cost Calculations Method* worksheet are the minimum wage and benefits amounts set by the Prevailing Wage law, Service Worker law or the terms of the Request for Proposal. There do appear to be difference between the Prevailing Wage or Service Worker rates and the rates in the current union labor agreements. Local 531, Service Employees International Union, currently represents the Cleaning staff. Any questions concerning wages, benefits or contracts dates should be directed to Local 531 at 1-800-228-5253. Local 30, International Union of Operating Engineers, represents the Construction and Maintenance staffs. Any questions concerning wages, benefits or contracts dates should be directed to Local 30 at 1-718-847-8484.

Q26. Can you provide the breakdown of what is included in the "Benefits Cost/Hr." numbers illustrated in the *All Inclusive and Billable Cost Calculations Method* worksheet?

A26. Attach is a copy of "How to Calculate Fringe Benefits" from the Connecticut Labor Department. This page is from the Connecticut Labor Department's on-line "Handy Reference Guide to Service Wage Rates at: http://www.ctdol.state.ct.us/wgwkstnd/t-99-142guide.htm. The same rules apply to Prevailing Wage rates. For additional information you may contact the Wage and Workplace Standards Division of the Connecticut Department of Labor at: (860) 263-6790.

Also see question and answer 22 above.

Q27. Is drug testing required?

A27. No, drug testing is not required.

Q28 Who will do the security clearance, contractor or State of Connecticut?

A28. The security clearances will be performed by the State. (See RFP page 35, section B.4. a. and b.)

Q29. The positions of Audio Visual Engineer, Audio Visual Assistant, Carpentry Apprentice and General Maintenance Worker/Locksmith are based on a percentage of the Laborer's Prevailing Wage. Should the benefits amount be increased with the same percentage?

A29. The benefits amounts do not need to be increased. The two Audio/Visual positions currently do not fall into a Prevailing Wage or Service Contract job classification.

Q30. If a portion of the contract is subcontracted (i.e. cleaning) will you require additional supervision on the shift they are working?

A30. See Question 18 above.

Q31. The wage and benefits rates for the cleaning staff is different than what is stated in their union contract, please clarify.

A31. See question 25 above.

Q32. The task of moving furniture is the responsibility of the porters however; the wage rate for furniture handler is higher than porter. Please clarify.

A32. See Revision 1, the Service Rates classification that applies to the Porters has been changed to "Laborer". The job classification description of a Service Rates "Laborer" includes moving of office furniture.

Q33. Is the full cost of the Department of Labor prevailing wage adjustment passed on to JCLM annually (page 14, item 3)?

A33 Yes, on each anniversary, July 1 starting in 2002, of the contract the billable rates for each of the non-administrative staff positions will be adjusted based on the Prevailing Wage rates or Service Contract Rates that apply for the position. The new billable rate for each position will be calculated by adding together the new hourly rate plus the new benefits rate and marked up this amount by the "Overhead and Profit Percentage on Billable labor Costs".

Q34. The normal hours of the Floor Polishers are Monday to Friday, 6:00 p.m. to 2:30 a.m. and there does not appear to be a manger required to be on site from Midnight to 2:30 am on Fridays, is this correct?

A34. Yes, the RFP on page 62, item 16. c. calls for a "working lead-man". He will supervise the Floor Polishers during this time.

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE

PROPOSAL FORM
Revised 4/11/01

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish these services to the General Assembly at the following prices:

A. First Year All Inclusive Cost, (From page 8 spreadsheet): $ _____/ year

B. First Year Management Fee, (included in price A above): $ _____/ year

C. First Year Total Annual Costs for Administrative Personnel, (Included in the all-inclusive price above, line A)

1. Site Manager: $ _____/ year
2. Assistant Site Manager: $ _____/ year
3. Projects Manager: $ _____/ year
4. Night Cleaning Manager: $ _____/ year
5. Administrative Assistant: $ _____/ year

D. Overhead and Profit Percentage on Billable Labor Costs: _____ %

E. Overhead and Profit Percentage on Materials Purchases and Mail Truck Rental: _____ %

F. Annual Escalation Percentage (starting 7/1/02): _____ %

COMPANY: _____

ADDRESS: _____

SIGNATURE: _____

NAME, (Printed): _____ TITLE: _____

FEDERAL EMPLOYER IDENTIFICATION NUMBER: _____

TELEPHONE NUMBER: _____ DATE: _____

STATE CAPITOL FACILITIES BUILDING MAINTENANCE
RFP ADDENDUM ONE

ITEMS TO BE INCLUDED WITH PROPOSALS
Revised 4/11/01

Proposers should submit four copies of their proposals.

All proposals are to include the following items and may include no more than fifty (50) additional pages:

1. Completed proposal form.

2. Hourly rates and cost breakdown for personnel by category in the format of the spreadsheet on page 8.

3. Tables of Organization for the Bidding Company, the Parent Corporation, (if applicable) and all proposed Sub-Contractors, (if applicable).

4. Resumes of the prospective Site, Assistant Site, Project and Night Cleaning Managers.

5. Detailed list of cleaning, mechanical and testing equipment to be provided, utilized and store on the site by the Contractor.

6. Detailed list of cleaning and mechanical products to be utilized by the Contractor.

7. A minimum of five references of highest quality contracts of a similar scope and complexity. Provide the company name, address, telephone number and contact name. A minimum of three of the references are to be contracts of the bidding company.

7a. For any submission proposing sub-contractors provide, for <u>each</u> sub-contractor, a minimum of five references of highest quality contracts of a similar scope and complexity. Provide the company name, address, telephone number and contact name.

8. A minimum of three references of accounts your firm has lost over the last five years of a similar scope and complexity. Provide the company name, address, telephone number and contact name. A minimum of two of the references are to be contracts of the bidding company.

8a. For any submission proposing sub-contractors provide, for <u>each</u> sub-contractor, a minimum of three references of accounts the sub-contractor has lost over the last five years of a similar scope and complexity. Provide the company name, address, telephone number and contact name.

9. Provide a listing of the top five accounts of the bidding company, listing for each; the company name, address, a contact name, telephone number and the percentage of business that account represents for the bidding company.

10. <u>Item Deleted</u>

11. <u>Item Deleted</u>

ITEMS TO BE INCLUDED WITH PROPOSALS
Revised 4/11/01

12. Bid Bond, (see Bid Bond Requirements)

13. Percentage of firm's gross sales that this contract represents.

14. A letter from the firm's bank indicating the available line of credit.

15. Provide within the 50-page limit an outline of the bidding company's approach to providing full service maintenance and cleaning services. Discuss maintenance plans, operational methods and procedures, predictive and preventative maintenance, project management, cost estimating and budgeting, work assignment and other pertinent subjects.

## ALL INCLUSIVE AND BILLABLE COST CALCULATION METHORD

| | | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|---|
| | | Hourly Wage | Benefits Cost/Hr. | Profit & Overhead % | Billable Rate | Positions | Hrs./Yr. | Annualized Cost |
| 1 | **MANAGEMENT FEE** | | | | | | | |
| 2 | Management Fee | * | * | * | * | * | * | |
| 3 | | | | | | | | |
| 4 | **ADMINISTRATIVE COSTS** | | | | | | | |
| 5 | Site Manager | * | * | * | | 1 | 2,088 | |
| 6 | Ass't Site Manager | * | * | * | | 1 | 2,088 | |
| 7 | Projects Manager | * | * | * | | 1 | 2,088 | |
| 8 | Cleaning Manager | * | * | * | | 1 | 2,088 | |
| 9 | Administrative Assistant | * | * | * | | 1 | 2,088 | |
| 10 | | | | | | | | |
| 11 | **LABOR COSTS** | | | | | | | |
| 12 | Audio-Visual Engineer | $21.84 | $6.89 | | | 1 | 1,992 | |
| 13 | Audio-Visual Assistant | $11.57 | $2.89 | | | 1 | 1,992 | |
| 14 | Carpenter | $22.00 | $8.04 | | | 1 | 1,992 | |
| 15 | Carpentry Apprentice | $18.75 | $6.89 | | | 1 | 1,992 | |
| 16 | Electrician (E1) | $25.60 | $10.98 | | | 2 | 1,992 | |
| 17 | Electrical Apprentice | $23.04 | $10.98 | | | 1 | 1,992 | |
| 18 | General Maintenance Worker | $21.00 | $6.89 | | | 1 | 1,992 | |
| 19 | HVAC Mechanic | $26.62 | $9.60 | | | 2 | 1,992 | |
| 20 | Painter/Taper | $23.02 | $7.75 | | | 1 | 1,992 | |
| 21 | Night Cleaner | $10.12 | $2.89 | | | 17 | 1,992 | |
| 22 | Floor Polisher | $11.12 | $2.89 | | | 4 | 1,992 | |
| 23 | Porter | $9.87 | $2.89 | | | 4 | 1,992 | |
| 24 | | | | | | | | |
| 25 | | | | | | Annualize Cost - | | |

Yellow Cells - Values form Proposal Sheet
Blue Cells - Calculated Values
See Page 10 for Spreadsheet Notes and Formulas

*A Proposal to*

# State of Connecticut
# Office of Legislative Management

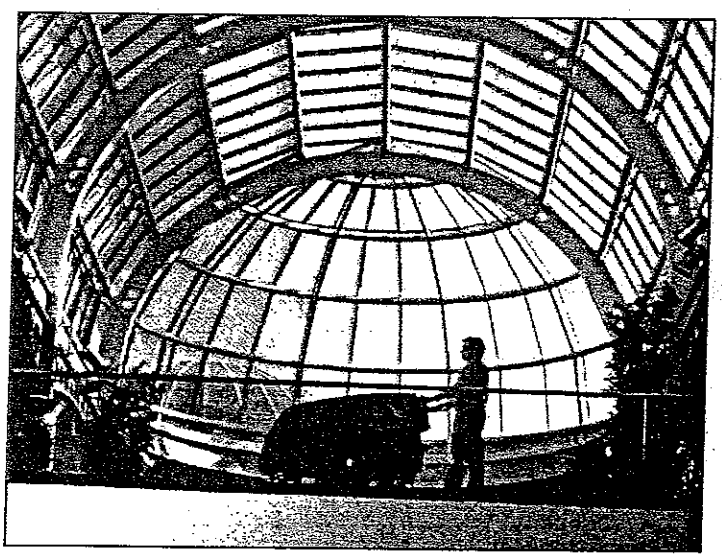
*for*

# Building Maintenance Services

*at*

# State Capitol Facilities

**April 25, 2001**



ONESOURCE™

# Table of Contents

ONESOURCE


**Executive Summary**

**1.0 Company Profile ..... 1-1**
- 1.1 Organizational Structure ..... 1-1
- 1.2 Capabilities ..... 1-2
- 1.3 Nationwide Coverage ..... 1-3
- 1.4 References ..... 1-3

**2.0 Management Plan ..... 2-1**
- 2.1 Management Team ..... 2-1
- 2.2 Approach ..... 2-3
- 2.3 Periodic Tasks Scheduling ..... 2-3
- 2.4 Technology ..... 2-4
- 2.5 Safety ..... 2-4
- 2.6 Security ..... 2-5
- 2.7 Employee Work Rules ..... 2-5
- 2.8 Employee Retention ..... 2-6

**3.0 Standardization ..... 3-1**
- 3.1 Chemicals ..... 3-1
- 3.2 Equipment ..... 3-3
- 3.3 Methods ..... 3-3
- 3.4 Training ..... 3-4

**4.0 Quality ..... 4-1**
- 4.1 Commitment to Quality ..... 4-1
- 4.2 ISO 9002 Registered ..... 4-2
- 4.3 Inspections ..... 4-3
- 4.4 Customer Communications ..... 4-4

**5.0 Start-Up Plan ..... 5-1**
- 5.1 Service and Systems Audit ..... 5-1
- 5.2 Workloading ..... 5-1
- 5.3 Recruiting and Hiring ..... 5-2
- 5.4 Uniforms and Identification ..... 5-3

**6.0 Pricing ..... 6-1**

**7.0 Appendix**
- ❑ Sample Certificate of Insurance
- ❑ ONESOURCE *Green List* Products Material Safety Data Sheets

# Executive Summary

# Executive Summary

ONESOURCE is pleased to submit this proposal to State of Connecticut, Office of Legislative Management (State of Connecticut) to provide building maintenance services at the State Capitol facilities. At ONESOURCE, our corporate commitment is to always provide a level of service that exceeds our customers' expectations. We make that same commitment the State of Connecticut.

At ONESOURCE, we have a proven Management Plan, Standardized Chemicals, Equipment and Methods, and Quality Assurance Procedures, all designed to provide you with the most consistent, reliable, and cost-effective building maintenance services available today.

## Management Plan

Our management plan has been developed based on our experience with thousands of customers. Our goal is to ensure that the State of Connecticut receives consistent, high-quality service. We analyze the unique requirements of your facility and develop a management plan based on our proven processes, the latest technology, and the health and safety of those who use the facility.

***Documented Processes*** - Our comprehensive *Procedures Manual* documents all of our standard operating procedures ensuring that we do it right the first time, every time. And, because we do it the same way every time, we can objectively measure the quality of the services we provide.

***Customer-Focused Technology*** - We put the latest technology to work for you. In fact, we have technical support staff fully dedicated to research, analyze and recommend use of the latest and best equipment and cleaning solutions for your facility.

***Safety*** - All ONESOURCE personnel receive general safety training as well as specialized safety training as warranted by their assigned duties. Our *SourceBook for Safety* manual is designed to ensure a safe and healthy environment for the occupants, visitors, and service workers in the facilities we service.

## Standardization

Standardized chemicals and equipment, methods and training allow us to provide consistent results for you with every action, every time.

***Chemicals and Equipment*** - We use the most up-to-date, efficient equipment and our own line of environmentally safe cleaning solutions and disinfectants developed to achieve optimal results for every need, at the lowest cost to you.

***Methods*** - ONESOURCE's cleaning procedures ensure that our equipment and chemicals perform to their maximum effectiveness. Every employee is trained in our proprietary step-by-step cleaning procedures, and those procedures are enforced at every facility we clean.

***Training*** - ONESOURCE is committed to providing all our employees with the skills they need to successfully perform their jobs, improve their efficiency, and develop new skills to enable them to better meet your needs.

## Quality

Quality is not just a buzzword at ONESOURCE. It is built into everything we do and every service we provide. To prove our commitment, our quality processes are ISO 9002 certified. Those processes, coupled with regular inspections and scheduled communication with our customers, ensure high occupant satisfaction, fewer complaints, and a productive, efficient work environment.

*"The relationship with ONESOURCE is based on their ability to meet our demands and far exceed our expectations. They implement processes for cost reduction and management of special projects with excellent customer service."*

**Gerald Hummel**
**Amdahl Corporation**

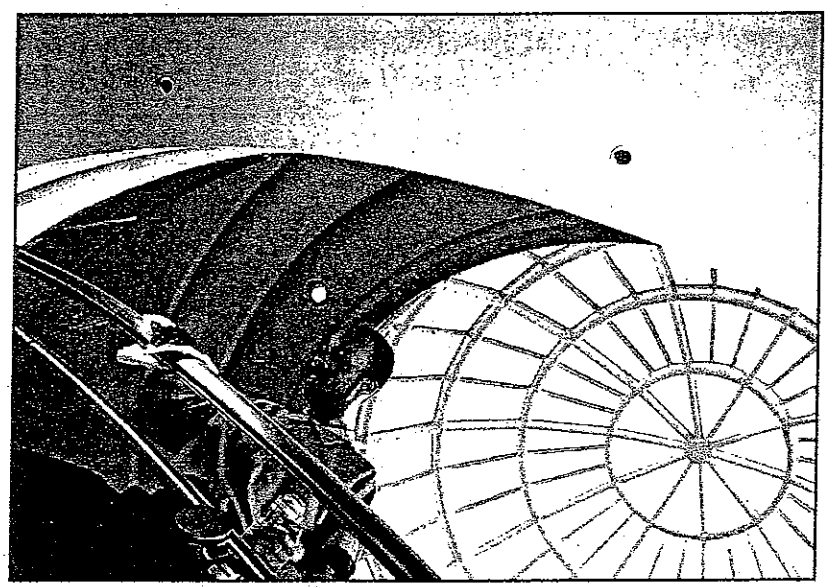
***ISO-Compliant Processes*** - In 1997, ONESOURCE became the first national facility services company to attain ISO 9002 registration. We use the same standardized, auditable programs and processes for all of our customers.

***Regular Inspections*** - Working with the State of Connecticut's requirements, we establish parameters for each mechanical and cleaning area during program installation. Inspections are conducted on a regular basis by the Project Manager, District Manager, Vice President and Division President then reviewed by the President.

***Customer Communications*** - Our organizational structure is designed to promote regular and frequent communications between our organizations to make sure that your needs are being met 100% of the time.

## Commitment

At ONESOURCE, we never take our customers for granted. We know that you have many options. The fact that we've been in business for over 50 years or that we have more than 10,000 satisfied customers nationwide means nothing to you if your facility service needs are not being met.



Our commitment is to use our management plan, standardized processes and quality programs to provide the State of Connecticut with consistent, reliable service with every action, every day. And to do so at a price that provides you with the best overall value for your money.

We are excited about the opportunity to be your building maintenance services provider.

# Company Profile

# 1.0 Company Profile

ONESOURCE Facility Services, Inc., is an independently operated, wholly owned subsidiary of ONESOURCE Services Holdings, Inc. Headquartered in Atlanta, Georgia, ONESOURCE has grown over the last 50+ years to become one of the leading facility services organizations in the country with revenues over $850 million annually. Through our more than 40,000 carefully selected and trained staff, ONESOURCE delivers a full range of quality facility services in packages specially designed and customized for each of our more than 10,000 customers.

As a national company with a local presence, ONESOURCE believes that we have a corporate responsibility to support the communities in which our customers do business and our employees live. We currently have more than 125 district offices located throughout North America. We have provided evidence of our financial responsibility with our most recent, audited financial statements and annual report included in an envelope in the back of this proposal. If needed, additional capital resource is available from our parent company, Carlisle Holdings Limited.

ONESOURCE has a significant presence in Connecticut, with a substantial customer base and over 1,500 employees. In addition, we have a strong local management team already in place in our Hartford office, which means focused attention and quick response to the Office of Legislative Management's needs. In the event that ONESOURCE is awarded this contract it would represent less than 1% of our current annual revenue.

## 1.1 Organizational Structure

ONESOURCE's organizational structure is designed to support our strategic objectives, which include providing our customers with maximum value and consistent, high-quality service, and making the best use of our management talent. ONESOURCE currently performs all sales, operations and quality assurance functions through four geographical regions nationwide. Each region is headed by a Division President and is supported by corporate specialists in quality, training and technical support.

Within the regional structure, there are more than 125 district offices. Each district office is headed by a Vice President or District Manager who oversees the various projects in his district and ensures that ONESOURCE procedures are being followed and that quality standards are being met. ONESOURCE's functional structure enables our company to operate efficiently by incorporating two critical concepts: **strong local management teams** and **resource maximization**.

### 1.1.1 Strong local management teams

Because ONESOURCE is committed to providing quality services with quick response, each facility is operated by an on-site team headed by a Site Manager. The number one priority of the Site Manager and her team of supervisors, lead cleaners and service employees is to provide the best possible service to you and to your facility. They can make that commitment to you because they

have access to all of the operational and technical resources of the local ONESOURCE office Hartford and corporate office in Atlanta.

### 1.1.2 Resource maximization

ONESOURCE's very existence is based on the premise that managerial responsibility requires effective resource maximization. Our Site Managers are trained to identify areas where resources like personnel and equipment are best utilized. ONESOURCE ensures that our customers receive the maximum value for their facility services dollars by placing the right people and the right equipment at your facility. We leverage what we've learned from our thousands of customers to make sure the services we provide to you are performed using state-of-the-art technology and processes so that you receive the most consistent, dependable and cost-effective services possible.

The organizational chart on the following page depicts our service provisioning division.

## 1.2 Capabilities

Perhaps best known for superior cleaning services, ONESOURCE is *your single solution* for *all* your facility needs. We provide our customers with "one-stop shopping" for all the facility services they need to maintain a safe, comfortable environment for their employees, their customers and visitors to their facility. With standardized processes performed responsively and professionally, our service package includes:

*Cleaning Services*

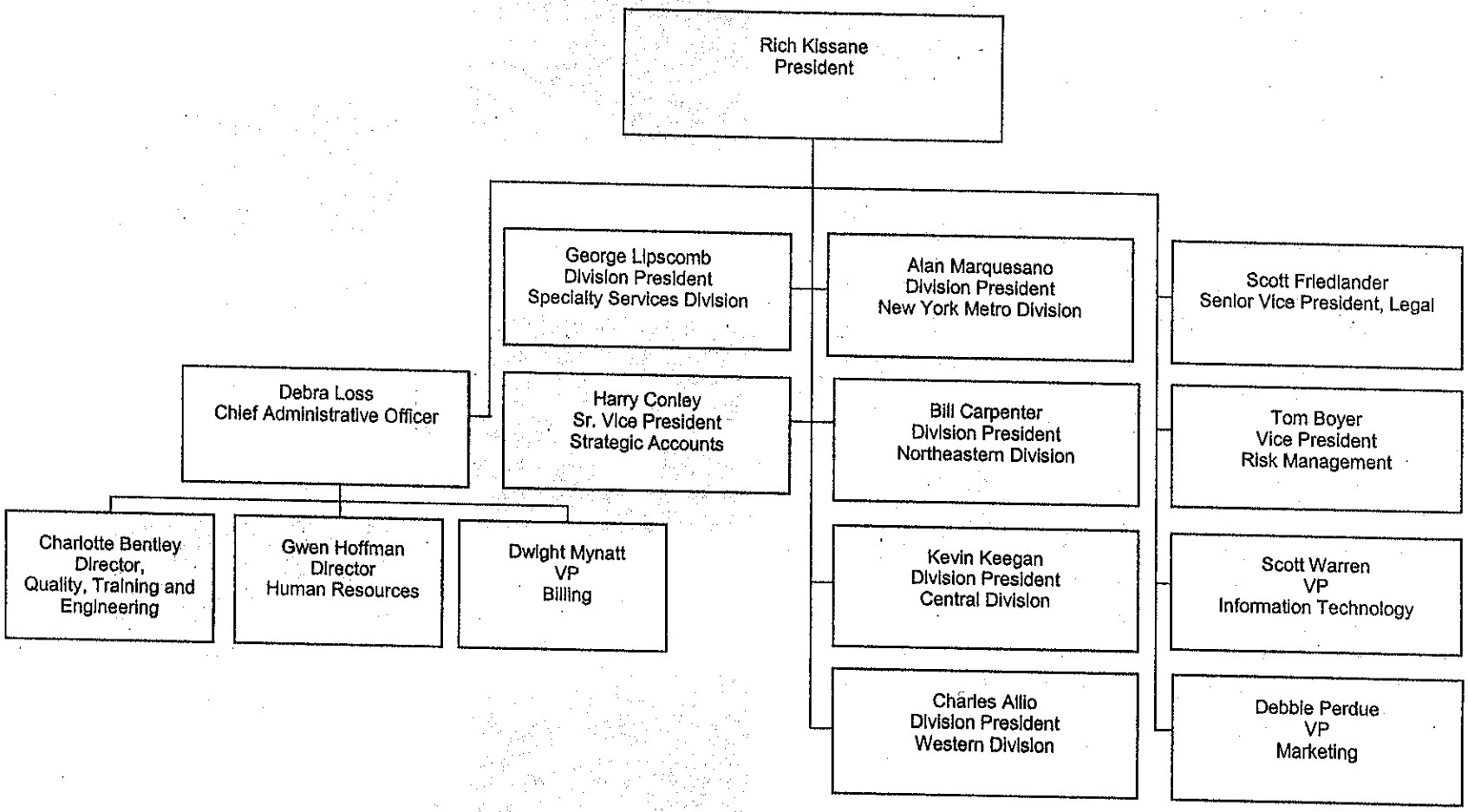
*Landscaping Services*

*Building Engineering Services*

*Metal and Marble Restoration & Maintenance*

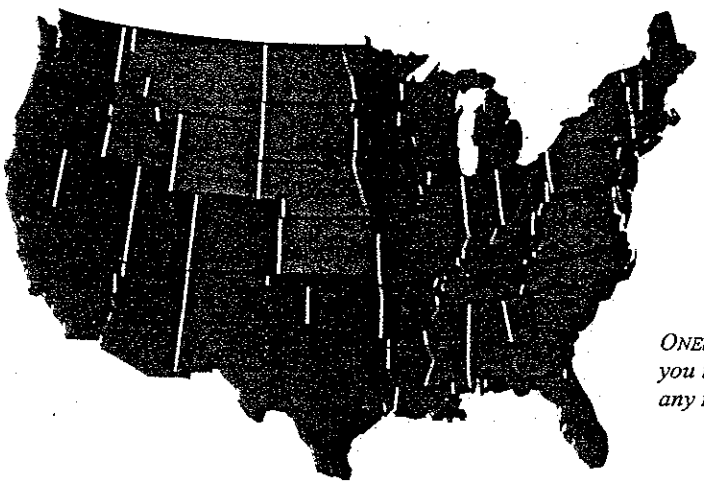
*Painting Services*

# ONESOURCE Organization Chart



## 1.3 Nationwide Coverage

Whether you're responsible for one facility in one location or hundreds of facilities all over the country, ONESOURCE can meet your facility services needs. With ONESOURCE's nationwide coverage, you can work with a local service specialist at one of our 125 district offices or a single point of contact for all your facilities.



*ONESOURCE's national presence allows you to control quality levels and costs for any number of facilities nationwide.*

Additionally, ONESOURCE's national presence allows pricing advantages inherent in dealing with fewer vendors for multiple services and multiple locations. Billing can be customized to meet your needs, by facility or on a consolidated statement. And because of our size and the volume of business we do with our suppliers, we are able to obtain significant discounts on the equipment and cleaning supplies we purchase. Our lower costs result in lower prices for our customers.

## 1.4 References

On the following pages we have listed some of the ONESOURCE customers for whom we are currently providing services similar in both size and scope to your specific needs. We encourage you to contact these references to hear firsthand about their experience working with ONESOURCE. We have also included a listing of our top five accounts and accounts that have terminated over the past five years.

# Current References

## Cigna

900 Cottage Grove Road L-28
Bloomfield, CT 06152-8504
Ms. Debra Steines
(860) 726-8504

## 280 Trumbull

New Boston Management Services
280 Trumbull Street
Hartford, CT 06103
Ms. Lisa David
(860) 525-6239

## Boehringer Ingelheim

175 Briar Ridge Road
Danbury, CT
Mr. Tom Houlihan
(203) 798-5011

## Pratt & Whitney

415 Washington Avenue
North Haven, CT 06473
Mr. Joseph Nadolny
(203) 234-4231

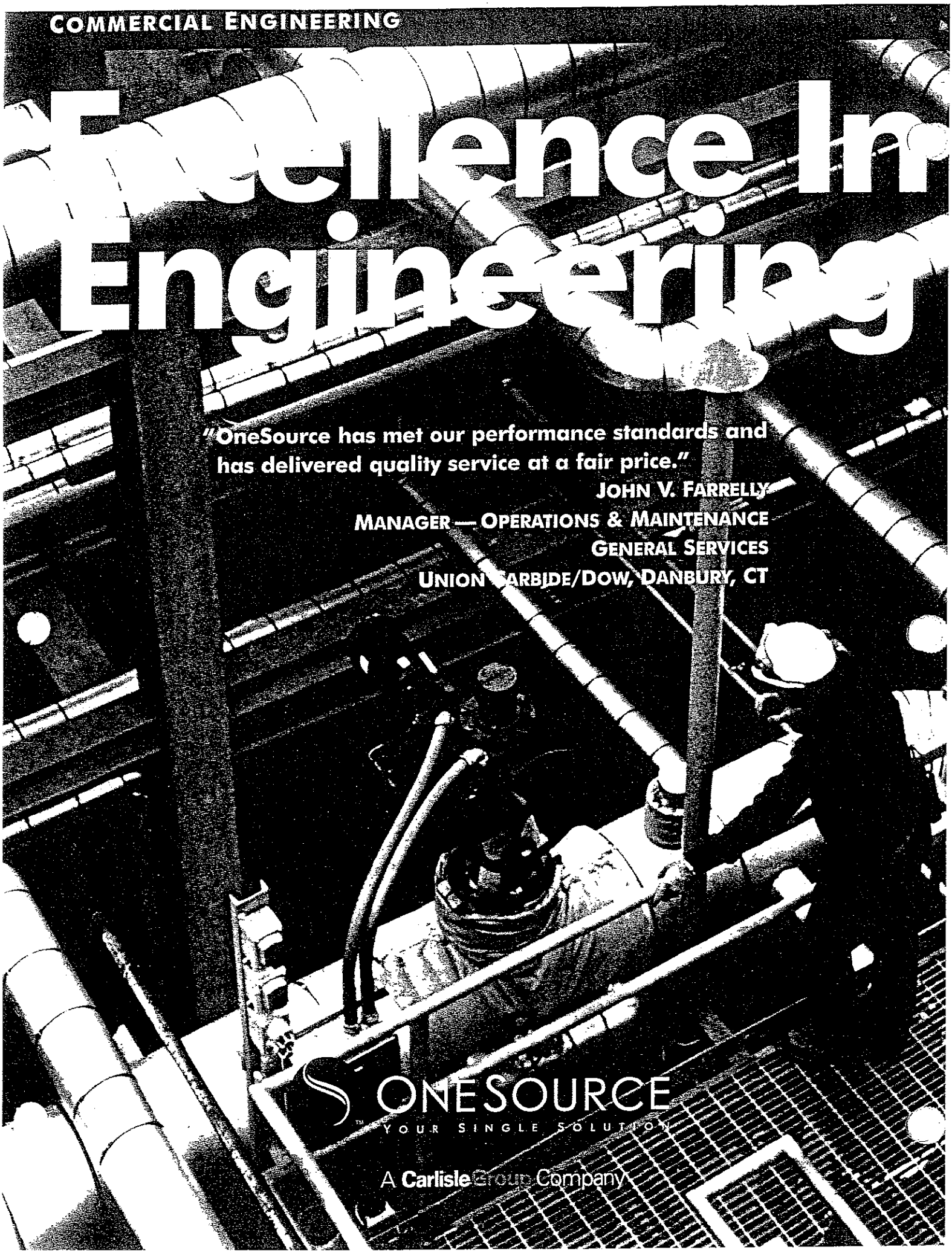
## Choate Rosemary Hall School

333 Christian Street
Wallingford, CT 06492
Mr. John Burditt
(203) 697-2164

## Top Five Accounts

| Client Name | Services Provided | Client's Primary Business | Years of Service | Annual Revenue |
|---|---|---|---|---|
| **MetLife**<br>John Carney<br>Senior Vice President<br>1 Madison Avenue<br>New York, NY<br>(212) 578-3098 | ONESOURCE currently provides janitorial and other facility services for MetLife-owned and/or occupied facilities across the country, including commercial and residential, for a combined total of approximately 25 million square feet. | Insurance | Since 1985 | $ 25 MM<br>2.9% |
| **DuPont**<br>Tom Mason<br>Corporate Buyer<br>Barley Mill Plaza<br>37, WM6-260<br>P. O. Box 80038<br>Wilmington, DE 19880<br>(302) 992-6370 | ONESOURCE currently provides janitorial and snow removal services for 30 office and operational locations ranging in size from 20,000 to 2.1 million square feet. Facilities are located within Delaware, New York, New Jersey, Virginia, Illinois, Louisiana, North Carolina, South Carolina and Puerto Rico. | Chemical Manufac-turing | Since 1993 | $ 9 MM<br>1.1% |
| **Jones Lang LaSalle**<br>Laura Mitchell<br>One Boston Place<br>Boston, MA<br>(617) 722-7669 | ONESOURCE currently provides janitorial services at the 726,000 square foot facility. | Commercial Real Estate Manage-ment | Twelve Years | $ 6 MM<br>.07% |
| **Union Carbide**<br>John Farrelly<br>39 Old Ridgebury Rd.<br>Danbury, CT 06817<br>(203) 794-7777 | ONESOURCE currently provides janitorial and mechanical services at this facility. | Chemical Manufac-turing | Three Years | $ 2 MM<br>.02% |
| **The World Bank**<br>Antonio Fleri<br>1818 H Street NW.<br>Washington, DC 20433<br>(202) 473-1238 | ONESOURCE currently provides all janitorial, day porter, carpet cleaning and parking garage sweeping services, in addition to management of window cleaning contractors for this 3.2 million-square-foot, seven-building facility. | Financial Services | Since 1990 | $ 3 MM<br>.04% |

The State Capitol Facility represents .02% of the total revenue of ONESOURCE..


COMMERCIAL ENGINEERING
Excellence In Engineering
"OneSource has met our performance standards and has delivered quality service at a fair price."
JOHN V. FARRELLY
MANAGER — OPERATIONS & MAINTENANCE
GENERAL SERVICES
UNION CARBIDE/DOW, DANBURY, CT
ONESOURCE
YOUR SINGLE SOLUTION
A Carlisle Group Company

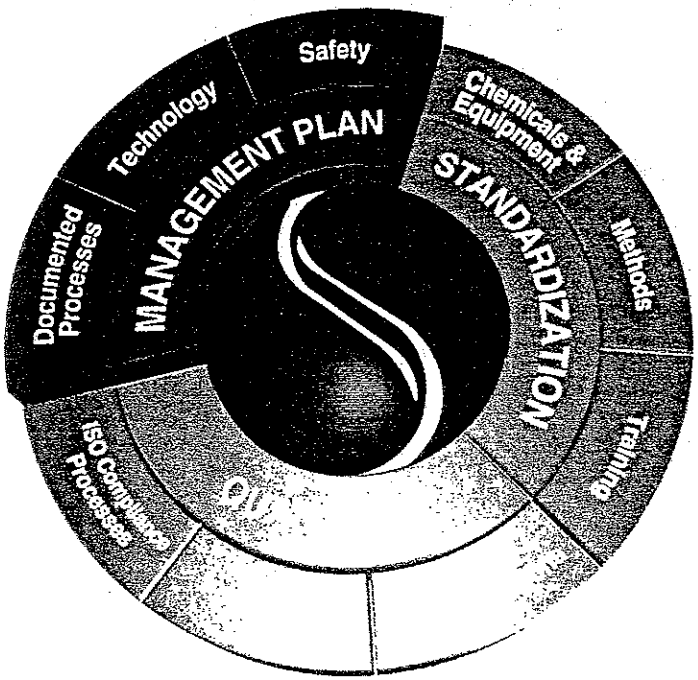
# Lost Accounts

**KONOVER OFFICE & INDUSTRIAL, INC.**
55 ELM STREET
Hartford, CT 06103
Mr. Brian Nicknair
(860) 548-1802

**C.B. RICHARD ELLIS CORP.**
777 MAIN STREET
Hartford, CT 06103
Mr. David Jacobs
(860) 986-2229

**CUSHMAN & WAKEFIELD**
INTERNATIONAL PAPER
400 Atlantic Avenue
Stamford, CT 06903
Mr. Ed Farmer
(203) 358-8200

# Management Plan



# 2.0 Management Plan

*ONESOURCE leverages our extensive experience and documented processes to customize a management plan that meets your needs and overall quality goals.*

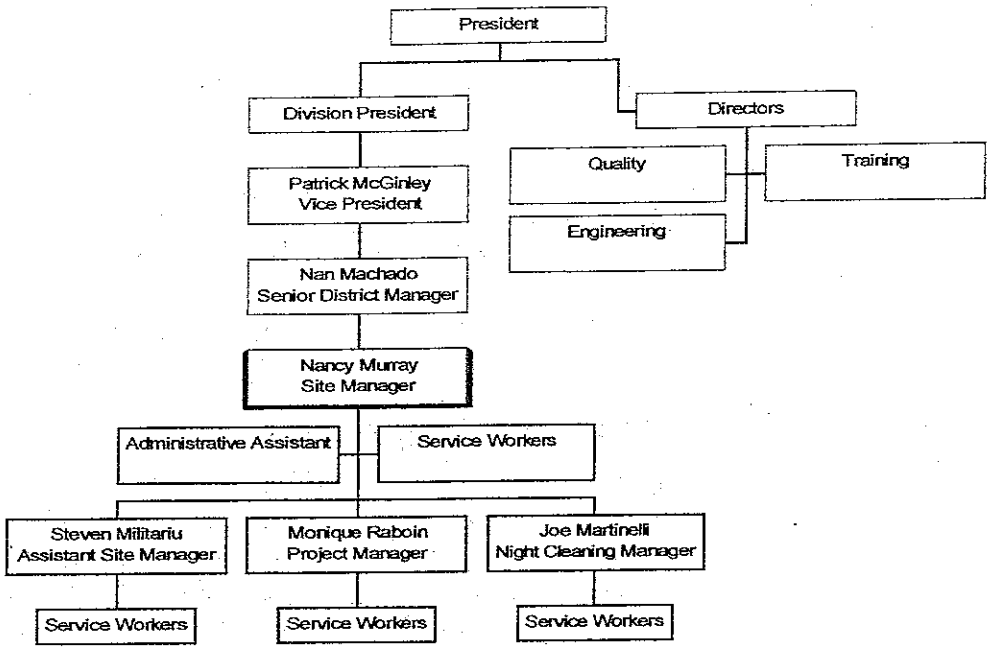
Documented processes, customer-focused technology and an effective safety program form the basis of our management plan for your facility. Our experienced management team works with you to customize that plan, taking into consideration unique requirements of your facility. The result is a management plan that combines our knowledge and expertise in providing facility services with your in-depth knowledge of the specific needs of your facility.

## 2.1 Management Team

Our project management team is structured to meet the requirements of your facility and to promote good communication between ONESOURCE and you.

- ***Site Manager*** - Responsible for carrying out the day-to-day operations of our program at your facility and serving as your immediate, on-site ONESOURCE contact. Performs daily inspections.
- ***District Manager*** - Ensures that we are meeting your needs while maintaining ONESOURCE quality standards. Performs monthly/ quarterly inspections.
- ***Vice President, Operations*** - Plans organizes and controls the activities of the area within the division. This position directs the operations of specific locations in order to achieve stated company goals of growth, profitability and customer satisfaction. Performs monthly/quarterly inspections.
- ***Division President*** - Supports the regional project management team by making sure all necessary resources are available and that ONESOURCE quality standards are being met. Performs periodic inspections.
- ***President*** - Ensures availability of corporate resources as needed to provide total customer satisfaction. Reviews inspection reports and participates in periodic inspections.

On the following page we have provided an organization chart depicting our local project management and support resources structure.




The Site Manager is a critical liaison between service workers, management and the customer. That's why our Site Managers are required to have excellent technical knowledge based on experience and training, as well as strong team leadership skills.

On a daily basis, the Site Manager, along with on-site supervisors:

- ❑ Plan and schedule the flow of work
- ❑ Organize equipment and supplies
- ❑ Assign and distribute work
- ❑ Direct the work activities of the team
- ❑ Coordinate the activities of their teams with other work teams
- ❑ Control costs
- ❑ Eliminate unnecessary steps
- ❑ Look for ways to improve methods and processes
- ❑ Promote safe working conditions
- ❑ Encourage open lines of communication for all employees
- ❑ Recognize service workers for superior performance
- ❑ Recommend service improvements to the customer

On the following pages we have included resumes of Key ONESOURCE personnel to be involved in the management of your account.

**NANCY A. MURRAY, FMA**
**45 Walnut Farms Drive**
**Farmington, Connecticut 06032**
**(860) 676-0558**

**SUMMARY** Management professional with several years of progressive and diversified experience. Proven abilities include human resource management, organizational development, management and financial reporting and outstanding leadership and communication skills.

**EXPERIENCE**

1993 - Present **ONESOURCE FACILITY SERVICES, INC. Hartford, Connecticut**
(formerly Corporate Maintenance Services, Inc.)
Site Manager
Direct the property management functions for the Connecticut State Capitol and Legislative Office Complex representing 500,000 square feet of office and public space and ten acres of grounds. Oversee $1.8 million operating budget, $3 million in service contracts and numerous time and material accounts
*Establish and direct an Asset Management Plan identifying $600,000 in capital improvements.
*Manage the development and implementation of National Fire Protection Association's Fire System Testing Process that ensures occupant safety and protection of property.
*Structure and direct Preventive Maintenance Programs for architectural and mechanical components that support continuous operations, reduces expenses and eliminates major renovations.
*Initiate and manage various building operational projects resulting in a savings of 25-35%.

1976 - 1993 **AETNA LIFE AND CASUALTY, Hartford, Connecticut**
Facilities Administrator 1992 - 1993
Managed competitive analysis and outsourcing processes for facilities. Developed specifications performance measurements, contract documents and transition manuals. Negotiated vendor service contracts.
*Outsourced 930,000 square feet of cleaning services saving $240,000 resulting in improved quality levels.
*Generated savings of $57,000 by negotiating service contracts.
*Established outsourcing and transition process maintaining business continuity.

Building Services Administrator 1988 - 1992
Managed a diversified staff of 140 employees and $500,000 in contracted services. Maintained 3.9 million square feet encompassing office and classroom space, data center and hotel facility. Directed annual budget of $4 million.
*Reorganized Building Services' staff and functions resulting in savings of $550,000.
*Orchestrated state-of-the-art building maintenance programs and procedures saving $500,000.
*Developed and managed recycling program reducing costs $52,000.

Facilities Project Coordinator 1987 - 1988
Directed and managed all phases of project management in support of facilities management operations including the development and management of employee training programs.
*Designed, developed and directed Quality Improvement, Employee Development and Facilities Management Programs that enhanced operations and contributed to employee development.
*Communicated with all levels of management to obtain program information and feedback.

Facilities Planner 1987
Developed and monitored $4 million construction budget and work schedules. Communicated and addressed issues assuring client satisfaction.
*Developed, programmed and managed a computerized financial reporting system reducing budget preparation and reporting time by 35%.
*Managed a Facility Space Program encompassing two million feet documenting space requirements and utilization.
*Participated in the development of Site Master Plan and Program/Performance Criteria for a 600,000 square foot facility focusing on major design issues.

## ADDITIONAL WORK EXPERIENCE

Facilities Coordinator, Aetna Institute for Corporation Education
Operations Control and Reporting Supervisor
Financial Planning Analyst
Management Training and Consulting
Sales and Marketing Manager

## EDUCATION

Leadership and Marketing seminars
Various locations throughout Connecticut

Facilities Management Administrator
Building Owners and Managers Institute, Baltimore, Maryland

Continuing professional and personal development seminars
Aetna Institute for Corporation Education, Hartford, Connecticut

Various Business Courses
University of Connecticut, Hartford, Connecticut

Business Administration Concentration
Salter's Business School, Worcester, Massachusetts

## BUSINESS ACTIVITIES

Executive Board, Building Owners and Managers Association
International Facility Management Association
Permanent Commission for Status of Women
Former Member, Farmington Junior Women's Club
Former Ambassador, Hartford Club

## ADDITIONAL SKILLS

Personal Computer Skills

# Steven P. Militariu

Two West Point Terrace
Tariffville, CT 06081
(860) 651-3717


## PROFESSIONAL GOAL:

Utilization of leadership, technical, communication and administration skills to enhance company and personal growth in a property/facility management position.

## SUMMARY:

- Extensive experience in all phases of property/facility management. Coach and developer of human resource potential in supervising of in-house and out-source staff.

- Implementation and maintenance of energy management systems combined with outstanding technical problem solving and trouble shooting of HVACR, electrical, plumbing and structural designs. Facilitate all phases of HVACR classroom and laboratory training in a technical school environment educating up to as many as seventeen students.

## SKILLS:

- Perform administrative functions including the preparation of project estimates and submissions of bids, negotiations and billing with vendors, budgets, purchasing, and contract sales up to 1,200,000 square feet of commercial property.

- Assess, execute, and follow up on all repairs through in-house and out-source personal. Additionally, oversee employee relation issues, conduct interviews, train new employees, complete performance evaluations, and participate in all disciplinary actions in union and non-union environments. Produce daily and monthly reports.

- Instrumental in establishing energy management systems generating profit from reduction of buildings' utility cost. Systems include Trane Tracer/Tracker, American Energy Management, Carrier Parker, Alerton, and Andover.

- Developed and implemented preventative maintenance programs utilizing Microsoft and Chief 2000 software.

- Experienced working with Office 98, Microsoft Word, Excel, Power Point and Outlook

## WORK EXPERIENCE:

| | |
|---|---|
| 1999 – present | One Source Facility Services Inc., Connecticut State Capitol, Hartford, CT<br>***Assistant Project Manager*** |
| 1995 - 1999 | Corporate Maintenance Services, Connecticut State Capitol, Hartford, CT<br>***Assistant Site Manger*** |
| 1996 - 2001 | Griffin Land, Bloomfield, CT<br>***HVAC Mechanic, part time*** |
| 1991 - present | Baron Institute of Technology, Windsor, CT<br>***HVACR Instructor, part time*** |
| 1987 - 1995 | Culbro Land Resource, The Griffin Office Park, Windsor, CT<br>1992 - 1994: ***Buildings' Engineer***<br>1987 – 1992: ***HVAC Mechanic*** |
| 1982 - 1987 | Hartford Development Corp., Hartford Square West, Hartford, CT<br>1984 - 1987: ***Production Manager***<br>1982 - 1984: ***Maintenance Supervisor*** |

## EDUCATION/PROFESSIONAL ACCREDITATION'S:

- Hubbell Certified Installer in Premise Wiring Mission Critical Program (5/22/98)
- Hubbell Certified in Fiber Theory, Applications and Connector Installation (9/11/98)
- Yankee Equipment Certified Operator Boom-Supported A92.5 Lift (7/15/98)
- EPA Certified for Type I and Type II (1994) - Refrigerant Usage (Cert. #099303209)
- Total Quality Management Seminar (1993)
- State of CT D2 Heating and Cooling Limited Journeyman License (1992 - #384584)
- Technical Careers Institute (1991) - Certificate in HVACR Program
- New England Technical Institute (1998) - Fundamentals of Refrigeration
- Dale Carnegy (1986) - Management Development
- University of CT (1984) - Organize and Manage a Preventative Maintenance Program
- Duchess Community College (1980) - Management Development

# Monique C. Raboin

MRaboin@aol.com)
**211 Westford Hill Road**
**Ashford, CT 06278**
**(860) 429-9335**


**SUMMARY:** Over 12 years of real estate facility management experience.

**OBJECTIVE:** To secure a position with a property management organization, which challenges my extensive knowledge of commercial real estate and utilizes my diversified property management experience.

**EXPERIENCE:** ***Cambridge Management Corp. (650,000 Square Feet)*** ***Hartford, CT***
***280 Trumbull Street***

***1998 – Present*** **ASSISTANT BUILDING MANAGER**

- Formulate and implement annual budgets
- Analyze monthly, quarterly and year-end income and expense. Recommend action plans to resolve issues
- Create and maintain an internal charge-back system for all utilities
- Review and approve all invoices for the property
- Review and analyze monthly report
- Review and maintain all costs related to Tenant Improvements
- Provide ongoing management of parking facilities
- Manage expenses related to the easement agreement between Pratt Street Limited Partnership and 280 Trumbull Street
- Supervise all vendor contracts and manage vendor compliance to specification
- Ensure quality tenant services utilizing the automated AWARE Management System
- Administer all leases, contracts, license agreement, amendments, correspondence, lease abstracts and occupancy reports
- Develop and maintain positive relationships with the tenants
- Prepare annual operating expense escalations and prepare for annual internal audit

***ACHIEVEMENTS*** Organize, publish and distribute all facility/tenant information including Tenant Service, Crisis Management, Tenant Emergency Handbooks, Construction, Space Utilization and the Relocations Guide

Produce all documents resulting in the 1999 designation as BOMA Building of the Year

Develop and implement an automated garage management program involving several locations/owners to support the parking needs of tenants

Reduce delinquent accounts receivable by 25%

***1996 – 1998*** ***Jones Lang LaSalle (921,862 Square Feet)*** ***Hartford, CT***
***Northeast Plaza at State House Square***

**FACILITIES/TENANT SERVICES COORDINATOR**

- Created and maintained an internal chargeback system for all utilities
- Designed and produced annual operating and capital budget
- Processed all income for the property
- Ensured quality tenant services utilizing an automated tenant services system
- Generated all leases, contracts, license agreements, amendments, correspondence, lease abstracts and occupancy reports

- Organized, published and distributed all facility\tenant information including Tenant Service, Crisis Management and Tenant Emergency Handbooks, Construction and Space Utilization Manuals and the Relocation Guide
- Developed and conducted Fire/Life Safety training, to provide tenants with building emergency procedures
- Designed and created new business presentations/proposals
- Ensured vendor contract compliance

***ACHIEVEMENTS***

Coordinated the successful move-in of 800+ employees on 110,500 square feet occupying four floors. Activities included interaction with construction personnel, leasing agents, space designers and legal representatives as well as providing welcoming packages and building orientations sessions

Provided on-site support during the transition of Northeast Plaza at State House Square from Northeast Plaza Associates Limited Partnership to Aetna Life Insurance Company. Provided financial, operational, vendor and tenant histories the brokerage agent

Acted as a project manager for the design, construction, relocation and re-opening of the 12,183 square foot food court. This $3,100,000 project was completed on schedule within budget

***1988 – 1996*** ***Ashley Management Company, Inc.*** ***Hartford, CT***
***1989 – 1994*** *Building Owners and Managers Association (BOMA)*

**OFFICE MANAGER/ADMINISTRATIVE ASSISTANT**

- Tracked and maintained all receivables, disbursements and sales figures
- Created and maintained electrical, gas and water invoices
- Generated all leases, contracts , license agreements, amendments, correspondence and occupancy reports
- Tracked all loading dock activity/costs, service contract compliance and engineering expenses
- Coordinated community events and special projects
- Provided computer training for employees
- Developed filing systems for office and retail project, as well as management company
- Issued checks and recorded disbursements
- Created and distributed monthly notices to all members
- Recorded cash receipts
- Maintained cash balance
- Reconciled bank accounts
- Generated monthly reports

***ACHIEVEMENTS***

Redesigned and computerized the filing system.
Designed and implemented Lotus 1-2-3 programs
Coordinated and managed the annual charity golf tournament for six years.

**PROFESSIONAL SKILLS:**

Proficient in the following software applications:

- Microsoft Word
- Excel
- Quattro Pro and Ami Pro
- Quick Books & Quicken
- PowerPoint for Windows
- Lotus 1-2-3 for Windows
- WordPerfect for Windows

**INTERESTS:** Exercising, Biking and Reading

**EDUCATION:** Attending Manchester Community College for a degree in Accounting

**Joseph Martinelli**
26 Grant Hill Road
Coventry, Connecticut 06236
(860) 742-7944

## SUMMARY

Management professional with extensive office and manufacturing cleaning maintenance experience with a specialty in historical buildings. Proven leadership record with strengths in planning, organizing, problem solving and communication skills.

## SKILLS

- Develop and manage an environmentally safe stone restoration process to preserve the marble and natural stone at the State Capitol Complex. The process entails detail cleaning, diamond cutting, stain removal and impregnation.
- Organize and direct custodial staff responsibilities maintaining a high standard of quality for three million square feet of office and public space and six million square feet in a manufacturing environment.
- Design programs and processes to employ efficient productive cleaning practices that increase productivity without impacting quality.
- Research and evaluate outside vendors' operations as a comparison to in-house services. Implement improvements that reduce expenses and increase efficiency.
- Manage emergency clean-up process eliminating major damage to building finishes, furniture and equipment.
- Direct clean-up services for special activities encompassing large groups of people.
- Manage and train employees in Blood-born Pathogens Program and other specialized cleaning processes.
- Evaluate, implement and monitor equipment and technology that improves operations.

## EXPERIENCE

| | |
|---|---|
| 1993 to present | OneSource Facility Services, Inc., (formerly Corporate Maintenance Services, Inc.)<br>State Capitol Complex, Hartford, CT<br>Cleaning Manager |
| 1979-1992 | Pratt & Whitney Aircraft, East Hartford, CT<br>Supervisor, Facilities and Services |
| 1974-1978 | American Building Maintenance Company, New York, NY |

## EDUCATION/PROFESSIONAL ACCREDITATION

E.C. Goodwin Technical School, New Britain, CT, Electrical Certificate
Courses included plumbing, carpentry, reading blueprints.

New England Stone Care Seminar
Eastern Marble and Granite, Inc. Seminar
Nilfisk Mirror Marble Magic Seminar
Cleaning Management Conference and Exposition
Labor and Management Relations
Forman, Basic Skills Program
Grievance Procedures
Health and Safety Seminar
Computer Training Seminar

## 2.2 Approach

Our approach to project management is to design a plan that specifically addresses your requirements while utilizing our proven documented processes. We analyze the information gathered from tours of your facility and discussions with your representatives about the unique requirements of your facility. We couple that information with knowledge gained from our experience providing similar services at similar facilities.

The result is that, before we begin service delivery, ONESOURCE will provide the Office of Legislative Management with:

- A detailed document that describes the specific tasks ONESOURCE will perform before as well as after the installation of service
- A professional site management plan that incorporates appropriate security consistent with the requirements of the facility
- A comprehensive, quality assurance program that ensures a clean, operational and safe workplace for facility occupants, visitors, and service workers with sensitivity to environmental concerns
- A communications plan that enables immediate response to emergency conditions and quick response to daily requests

## 2.3 Periodic Tasks Scheduling

At ONESOURCE we understand that the proper management of periodic tasks is also essential to the overall quality of your mechanical and cleaning programs. If left to chance, such important tasks as changing filters, monitoring air flow, monitoring electrical systems, dusting vents, sweeping stairs, machine scrubbing restrooms, etc., are done sporadically or not done at all.

| Periodic Tasks | Frequency |
|---|---|
| Low Dusting | Weekly |
| Wash Restroom Partitions | Weekly |
| Spot Clean Carpet | Weekly |
| High Dusting | Monthly |
| Sweep Stairs | Monthly |
| Dust Vents | Monthly |
| Machine Scrub Restrooms | Quarterly |
| Inspect Filters | Quarterly |
| Inspect Exhaust Systems | Quarterly |
| Inspect Roof | Monthly |

*Sample listing of some of our periodic tasks.*

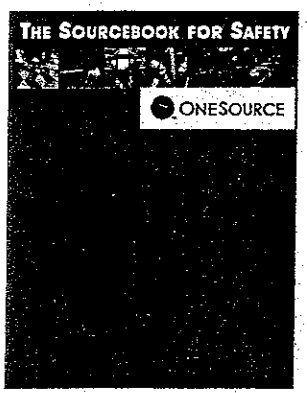
The ONESOURCE Periodic Tasks Scheduling Program is designed to schedule, assign, and track periodic tasks as they become due and are completed. The program lists each periodic task to be performed, the area in which it is to be performed, the amount of time expected to complete the task, and the date the task is due to be completed. Comprehensive scheduling reports and a service calendar are then created. This allows managers to perform advance planning of each task, ensuring all necessary resources are in place at the right times.

As an inspection aid, the program documents the level of quality of the work completed. This information can then be used to evaluate frequencies and to determine the program's cost effectiveness. Reports are generated monthly to inform our customers of work completed and of tasks to be completed in the upcoming month.

## 2.4 Technology

ONESOURCE has pioneered advances in its chemicals, equipment and methods so that we can continuously improve the services we provide to our customers. Specialists from our Operations, Quality, Training and Engineering departments regularly review techniques, materials and equipment to improve standards and increase productivity.

This process involves product research, training application, field-testing and an aggressive program with manufacturers and distributors to ensure we have the most up-to-date information on the latest technological advancements affecting our industry. The results of ONESOURCE's research and development are communicated throughout the organization so that we can leverage what we learn and apply it to all of our customers' facilities. Making the best possible use of available technology allows us to provide our customers with the most efficient, cost-effective service possible.




*ONESOURCE has a complete safety manual for use at every job site.*

## 2.5 Safety

In order to ensure a safe environment for occupants and visitors to your facility, ONESOURCE maintains a formal Risk Management Department. With a full staff of individuals specializing in safety, workers' compensation, liability claims and insurance management, the Risk Management Department assists the ONESOURCE Site Manager in creating the safest possible environment for those who use your facilities. Regional Safety Managers perform periodic on-site safety audits of ONESOURCE operations and are always available for consultation on safety issues.

Training is an integral part of the ONESOURCE Safety Program. Our employees receive a safety orientation that includes information on:

- ONESOURCE safety policies and procedures
- Safety policies of the facility
- Emergency procedures
- Proper use of ONESOURCE *Green List* chemicals
- Hazard recognition and reporting
- Recognizing substances that may contain blood-borne pathogens
- Handling and disposing of hazardous materials
- Personal protective equipment
- Lifting and material handling

Site Managers and supervisors are further trained in:

- ❑ Safety inspections
- ❑ Accident investigation
- ❑ Conducting safety meetings
- ❑ Material handling
- ❑ Claims management
- ❑ Hazard Communication (HazCom)

In addition, each project site maintains a current copy of the *SourceBook for Safety,* our comprehensive training guide and reference manual. The manual gives Site Managers and supervisors the ability to address virtually any safety-related situation that may occur.

## 2.6 Security

Security begins with the selection and hiring of a dependable workforce. Professional interviewing and selection techniques are used. Security is further enhanced through the use of close supervision and specific assignment of work areas for all employees. Security is critical at all facilities, and ONESOURCE strictly adheres to our customer's security procedures.

Additionally, ONESOURCE utilizes:

- ❑ Sign-in and sign-out books and/or time clocks
- ❑ Uniforms and visible ID badges
- ❑ Periodic security meetings
- ❑ Area assignment schedules for all employees
- ❑ Review of site security rules and regulations

## 2.7 Employee Work Rules

All ONESOURCE employees must conform their behavior to reasonable standards of professional conduct. Employees are informed of these standards in their initial employment orientation. Managers and supervisors are given a ONESOURCE *Employee Handbook* for their personal reference. Service workers are given ONESOURCE's employee work rules as well as site-specific work rules. Upon receipt of the *Employee Handbook* and/or work rules, employees must sign an acknowledgment that they have read and understand the rules and agree to abide by them. This acknowledgment is retained in the employee's personnel file.

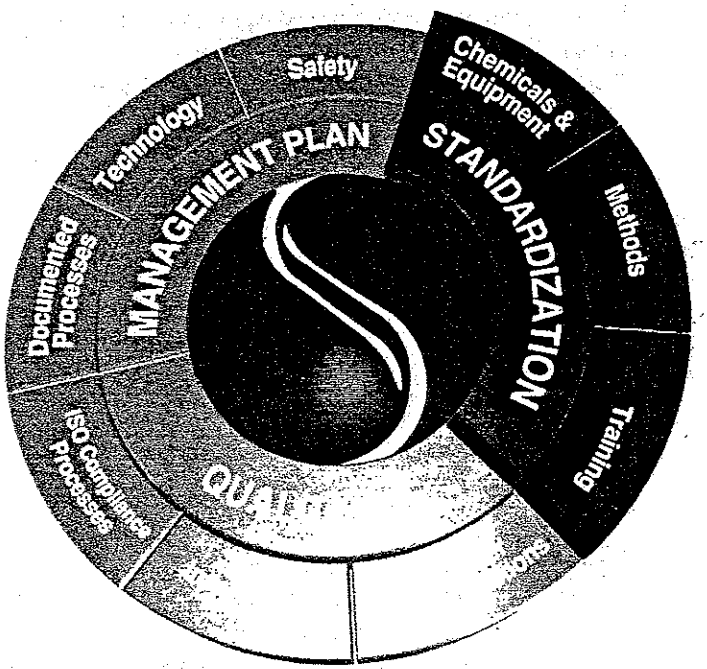
## 2.8 Employee Retention Plan

Consistency in service delivery requires a consistent, stable employee base. That's why one of our major goals at ONESOURCE is to maximize employee retention. We maintain an above average industry retention rate through:

- Comprehensive recruiting, interviewing and selection procedures to make sure we hire the right people
- Initial and ongoing training to develop consistent job skills and encourage self improvement
- English language and citizenship classes
- Competitive wages
- Employee recognition programs and incentive awards
- Frequent and regular employee communications, e.g., our internal newsletter, *InfoSource*
- Technically proficient and professional supervisory and management teams
- Technologically advanced equipment
- Management commitment to promotion from within

During start-up planning, ONESOURCE develops and recommends an employee incentive program, customized for your location, that is based on quality rating measurements, attendance, or combinations of these and other key service measurement criteria. The end result is an incentive program designed to encourage and promote quality and reduce employee turnover.

# Standardization



# 3.0 Standardization

*With ONESOURCE, you receive **consistent**, high-quality service by every ONESOURCE employee, at every location, with every action, every day.*

Standardization of chemicals, equipment, methods and training is the cornerstone of ONESOURCE's success. Our comprehensive *Procedures Manual* includes detailed instructions and step-by-step procedures for all services we provide. That's why we can ensure consistent, reliable results at every facility we service.

## 3.1 Chemicals

The cleaning products we use are formulated to achieve maximum cleaning effectiveness, while at the same time exceeding all environmental and safety requirements. Developed in conjunction with our vendor, SC Johnson Professional, our inventory of approved cleaning products, the ONESOURCE *Green List*, are standardized and their **usage strictly enforced** at every ONESOURCE cleaning site throughout the country.

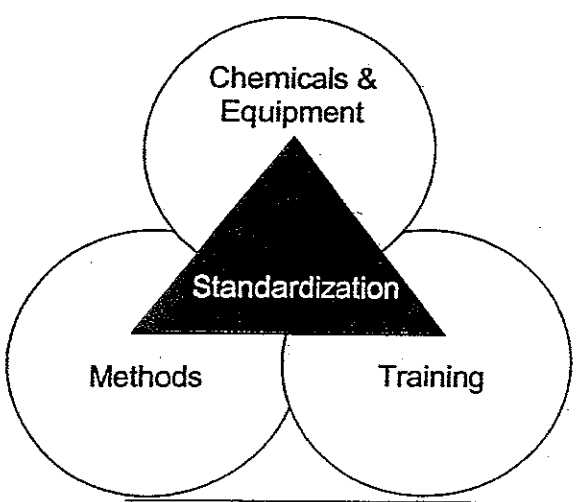
The *Green List* cleaning chemical program results in several direct benefits to you, including:

- ❑ Cleaner, healthier environment for occupants and visitors to your facility
- ❑ Improved indoor air quality for occupants and visitors
- ❑ Reduced possibility of property damage due to improper use of chemicals
- ❑ Decreased training time for new and replacement service workers due to standardized color-coded labeling (in English and Spanish)

Possib Key ONESOURCE personnel to be involved in the management of your account include:

- ❑ ility of reduced liability insurance premiums for your facility

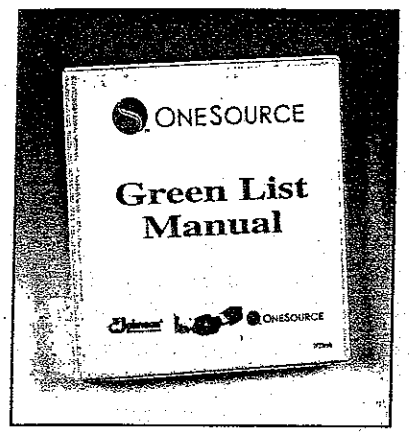
The cleaning products we use exceed the requirements of all EPA and OSHA government regulations enacted to protect the environment and the safety of those that work in or visit your facility. Almost all of the chemicals we use are premixed by the manufacturer. That means we've virtually eliminated the possibility of improper dilution of cleaning solutions. And, due to fewer numbers and kinds of chemicals on-site, property damage claims have been significantly reduced. Because of the distinctive labeling of ONESOURCE *Green List* products, our supervisors and customers can easily identify improper chemical usage in their facility.




Strict adherence to a safe chemical standardization program has another benefit for our customers. Because of the safety and reliability of the products on our *Green List* and our in-depth knowledge about their properties, we can provide technical experts to testify on your behalf in the event of a liability claim. As a result, many of our customers have been able to reduce the liability insurance premiums for their properties.

ONESOURCE ensures consistency at all of our customers' sites by establishing:

- ❑ Standardized packaging and dilution ratios
- ❑ Optimal choices of products for each cleaning application
- ❑ Uniform training on product use
- ❑ Simplified HazCom programs
- ❑ Internal technical support




*All ONESOURCE employees receive training on Green List chemicals usage, and MSDS are readily available at each job site.*

Material Safety Data Sheets are readily available, in English and Spanish, at each job site to employees and to ONESOURCE customers. Our manufacturing partners have instituted their own quality assurance programs to ensure products meet design specifications and are labeled to meet the strictest standards for label content and warnings.

The labeling system of the ONESOURCE *Green List* products is also unique. Because of the diverse range of languages spoken and understood by ONESOURCE service workers throughout the country, the system has been specially designed to transcend language barriers. Each ONESOURCE *Green List* product is assigned to one of six major categories. Each category is assigned three codes: color, prefix, and number. For example:

| Product Category | Color | Prefix | Number |
|---|---|---|---|
| Restroom Cleaners | Green | "BC" | 101-107 |
| General Cleaners | Blue | "GC" | 201-208 |
| Floor Cleaners | Red | "FC" | 301-304 |
| Floor Finishes | Gold | "FF" | 401-425 |
| Carpet Cleaners | Purple | "CC" | 501-509 |
| Degreasers | Black | "DG" | 601-604 |

All employees receive mandatory training on *Green List* usage during orientation. Custom videos and follow-up testing are used to verify the effectiveness of this training. Additional training occurs when the employee is assigned to a location. Supervisors verify employee knowledge of proper chemical usage, continuously monitoring and reinstructing as necessary. Consultants are available 24 hours a day for product-use, application and procedures inquiries.

We have provided our MSDS for ONESOURCE *Green List* chemicals in the *Appendix* of this proposal for your review.

## 3.2 Equipment

*State-of-the-art equipment means better cleaning.*

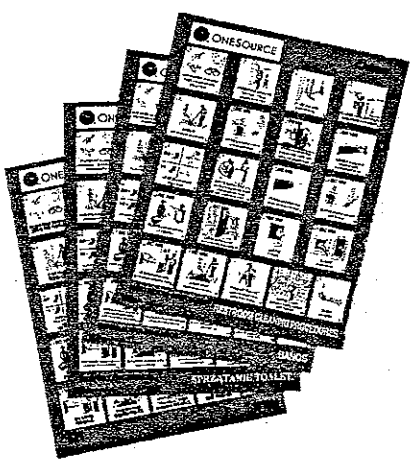
Consistent with our "process-focused" philosophy, ONESOURCE has standardized the equipment used by our service workers. Standardization of equipment provides several key advantages to our customers including:

- ❑ Increased safety because our employees are thoroughly trained and familiar with the equipment
- ❑ More efficient standardized training for service workers because we limit the types of equipment used
- ❑ Reduced training time and expense
- ❑ Higher quality levels because equipment use is maximized
- ❑ Reduced repair time and therefore equipment downtime

Additionally, since ONESOURCE is, in many instances, our vendors' largest single customer, we often work with them to improve existing equipment and develop new equipment. We are continually searching for the best possible cleaning equipment, from high efficiency dust cloths to self-propelled space vacuums that save time and increase productivity. In fact, ONESOURCE quality experts work with Research and Development committees of all of our major equipment manufacturers.

## 3.3 Methods

Maximizing the benefits of the equipment and chemicals used in our work processes has required the development of **standard cleaning techniques**. ONESOURCE's cleaning procedures guarantee that our equipment and chemicals perform to their maximum capabilities at every facility.

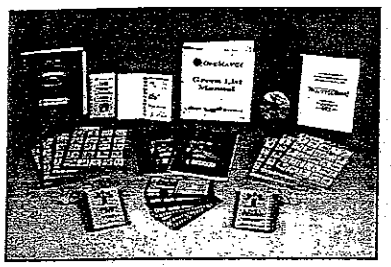


*Step-by-step cleaning procedures are printed in four languages.*

ONESOURCE has produced a series of comprehensive training materials describing the step-by-step procedures for every cleaning task we perform, including our proprietary restroom and common area cleaning procedures.

Why are we so particular about our chemicals, equipment and methods? Because there is more at stake than just appearances. Improper cleaning procedures in restrooms, for example, can leave infectious bacteria on surfaces and pose potentially dangerous health hazards to your facility's occupants and visitors. We have a corporate commitment to provide cleaning services that consistently exceed our customers' expectations. And we take that commitment seriously.

## 3.4 Training



*Comprehensive training guides and reference manuals ensure standardization and consistency.*

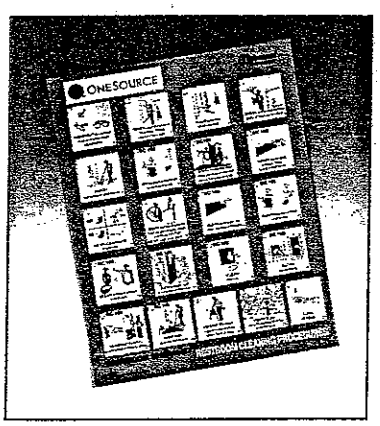
At ONESOURCE, we treat all of our employees as professionals. Our training program provides our employees with the skills and knowledge they need to deliver efficient, dependable service to our customers. Each employee is given a specific responsibility, and is individually recognized for accomplishments. The orientation of a new employee consists of a combination of classroom training and on-the-job training. We make sure that every ONESOURCE employee is:

- ❑ Technically proficient with chemicals, equipment and methods
- ❑ Familiar with the rules and regulations of the facility
- ❑ Thoroughly trained regarding safety matters
- ❑ Committed to providing outstanding customer service

### 3.4.1 Initial Orientation and Training

During the start-up phase, ONESOURCE Site Managers and supervisors conduct training sessions at our customers' locations for all ONESOURCE employees who will be working at the job site. The agenda includes:

- ❑ Orientation to ONESOURCE and to the facility
- ❑ Orientation to specific facility rules and regulations
- ❑ ONESOURCE policies and procedures
- ❑ Safety training
- ❑ Restroom cleaning procedures
- ❑ Common area cleaning procedures
- ❑ Explanation of individual job duties
- ❑ Proper use of tools and equipment
- ❑ Waste disposal
- ❑ Smoking regulations
- ❑ Site security rules and procedures
- ❑ Uniform distribution
- ❑ Drug-Free Workplace Policy




*Step-by-step procedures are used by all ONESOURCE service workers.*

Training for service workers is conducted during regular working hours and concentrates on specific work tasks. In addition to illustrated cleaning cards provided to each employee, supervisors and lead cleaners:

- ❑ Demonstrate each step of the cleaning process
- ❑ Review importance of why task is performed in a specified manner
- ❑ Constructively guide employee while they perform their tasks
- ❑ Explain the safe use of chemicals and equipment
- ❑ Train service workers to perform visual inspections of their area before completing work, and to correct any deficiencies noted
- ❑ Inspect completed work and retrain when necessary
- ❑ Complete initial training checklist for each employee, and review performance at regular intervals

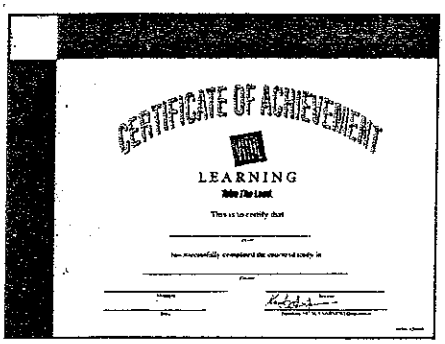
### 3.4.2 Recurrent Training Sessions

Periodically, ONESOURCE managers conduct recurrent training sessions for current and replacement employees at the customer's site. These sessions are more technical in nature and concentrate on specific job tasks and duties. Employees are trained in groups specific to their function. Trainers who are job-content experts are utilized. Topics for these sessions include:

- Updates on changes in policies, procedures, rules or regulations
- Interdisciplinary training in job-specific topics (i.e., floor waxing, restroom cleaning, machine-cleaning techniques, window cleaning standards and requirements, etc.)
- Safety issues (i.e., accident investigation procedures, hazard detection/inspection, return-to-work programs, etc.)
- Communication skills
- Customer relations skills

### 3.4.3 Management and Technical Training

ONESOURCE provides thorough management development training for all levels of ONESOURCE management personnel. The process is continual, beginning with front-line managers. Completion of various levels of the training program, including our management skills series, is a prerequisite to career advancement.




ONESOURCE also provides comprehensive training in the fundamentals of the technical process for each discipline. Management personnel are expected to be technically proficient for all areas affecting their facility. In addition, they are taught principles and applications of project management techniques and are expected to stay current regarding technological advances affecting our industry.

We also encourage and support participation in various management and technical seminars and training programs to familiarize employees with new tools, equipment, materials, and work techniques. Our employees attend programs conducted by various industry organizations including:

- ALTO U.S., Inc.
- Tennant
- S. C. Johnson Professional
- Caterpillar
- American Management Association/Padgett Seminars
- John Deere
- Scot Chemical
- J.I. Case
- Building Owners and Managers Association (BOMA)
- Institute of Real Estate Management (IREM)

- Building Services Contractors Association International (BSCAI)
- International Facility Management Association (IFMA)
- American Society of Heating Refrigerating and Air Conditioning Engineers (ASHRAE)
- National Association of College and University Business Officers (NACUBO)
- International Association of Corporate Real Estate Executives (NACORE)

### 3.4.4 Life Skills Program

Many of our employees are immigrants to the United States but are interested in improving their life skills and pursuing U.S. citizenship. The ONESOURCE *Employee Life Skills Program* is designed to assist district offices in providing field personnel with basic aptitudes and competencies to function in a fast-paced, American society including:

- English as a second language (ESL) training
- Financial skills and basic banking principles
- Understanding and buying insurance
- Emergency medical training
- Community services
- Citizenship

In cooperation with our customers, ONESOURCE can provide classes at our local district office or at the job location, either before or after working hours. We also work with local community agencies to make sure our employees are informed of services and programs available to them.

# Quality

Documented Processes
Technology
Safety
Chemicals & Equipment
Methods
Training
Customer Communications
Inspections
ISO Compliance Processes
MANAGEMENT PLAN
STANDARDIZATION
QUALITY

# 4.0 Quality

*At ONESOURCE, we understand that service quality is achieved by meeting or exceeding our customers' requirements, with every action, every day. We're not good until you say we're good!*

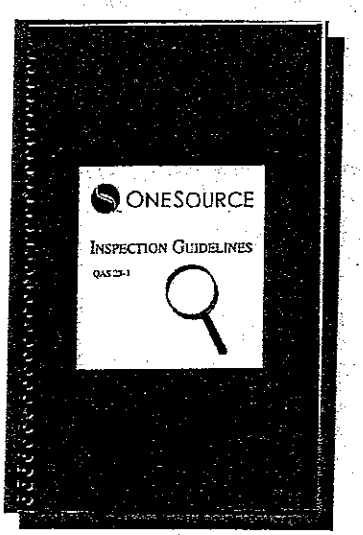
Our goal is 100% customer satisfaction. To do this, we must clearly define what you expect from us, develop standards by which our employees will perform, and measure the results. Together with you, we will develop standards of performance by which the quality of services can be measured. These standards will be clear, concise, and measurable to allow us to track our performance against your service requirements.

Our quality program is based on:

- ❑ ISO-compliant, documented procedures
- ❑ Regular inspections
- ❑ Frequent customer communications

## 4.1 Commitment to Quality

ONESOURCE is committed to providing quality service that is based on total customer satisfaction and continuous improvement. We work with you to successfully implement a quality process within your facility that reflects your philosophy and commitment to quality. We base all our operations on a model ISO 9002-compliant quality system which requires that all aspects of an operation that affect quality be documented. Those documented procedures are followed at all times and regularly measured for compliance and effectiveness. Our quality system is objectively audited on a regular basis to assure conformance to ISO standards.




*Quality is ensured by regular inspections using standard guidelines.*

Regular inspections are an integral part of our quality program. Our ability to constantly assess and document the level of service our customers are receiving is a large part of our success. Our quality inspection program includes:

- ❑ Daily inspections by on-site Site Manager
- ❑ Monthly/quarterly inspections by District Manager (depending on size of the project)
- ❑ Monthly/quarterly inspections by Vice President, Operations (depending on size of the project)
- ❑ Random quarterly inspections by the Division President
- ❑ Review of inspection reports and random semi-annual inspections by the President

At the conclusion of the District Manager's inspection, we meet with your representative to review all of the quality data we have collected. This meeting also gives you an opportunity to discuss any areas of concern you may have or any other issues that need to be discussed. We want to make sure that there are **no surprises**, and that issues of concern are addressed before they become problems.

In addition to standard inspections, ONESOURCE projects are subject to the following reviews:

- System audits evaluate each Project Manager's utilization of ONESOURCE "Best Practices" and procedures on a quarterly basis
- Annual Project Workloading provides an engineering evaluation of your facility to ensure that labor and equipment utilization is at maximum efficiency

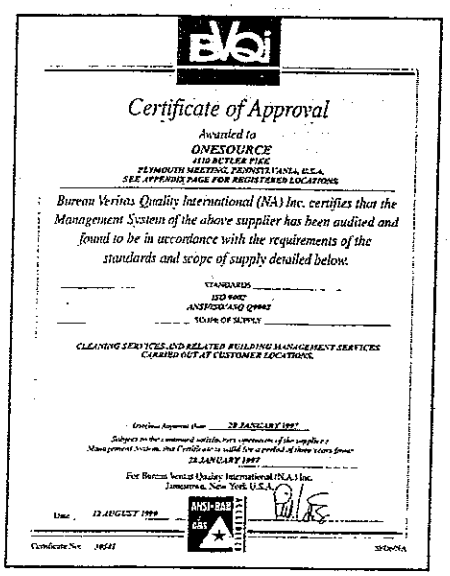
With your approval, ONESOURCE will institute a "Customer Satisfaction Survey" to measure your quality perceptions of our work. We track complaints and develop a Customer Satisfaction Index based on number of complaints per building occupant. We then develop key quantitative measures to assess real and perceived levels of performance. These measures are tracked on a regular basis and their results shared with both ONESOURCE employees and your representatives.

## 4.2 ISO 9002 Registered

In 1997, ONESOURCE became the first national facility services company to attain ISO 9002 registration. The process of developing, implementing, maintaining and registering a quality assurance system is rigorous, disciplined and accountable. To attain registration, a quality assurance system must undergo an audit by an accredited third-party registrar.

A primary requirement of an ISO 9002-compliant quality system is that all aspects of the operation that affect quality be documented. Those documented procedures are followed at all times and regularly measured for compliance and effectiveness. The quality system is objectively audited by the registrar on a regular basis to assure conformance.

Not all of the properties we service are ISO 9002 registered. However, our corporate commitment is to continue to increase the number of sites that are ISO 9002 registered. Our further commitment is to use the same ISO 9002-compliant programs and processes for all of our customers, whether those sites are registered or not.



Certificate of Approval

Awarded to

ONESOURCE

4110 BUTLER PIKE

PLYMOUTH MEETING, PENNSYLVANIA, U.S.A.

SEE APPENDIX PAGE FOR REGISTERED LOCATIONS

Bureau Veritas Quality International (NA) Inc. certifies that the Management System of the above supplier has been audited and found to be in accordance with the requirements of the standards and scope of supply detailed below.

STANDARDS

ISO 9002

ANSI/RAB/ASQ Q9002

SCOPE OF SUPPLY

CLEANING SERVICES AND RELATED BUILDING MANAGEMENT SERVICES CARRIED OUT AT CUSTOMER LOCATIONS.

29 JANUARY 1997

29 JANUARY 1997

For Bureau Veritas Quality International (NA) Inc.

Tarrytown, New York U.S.A.

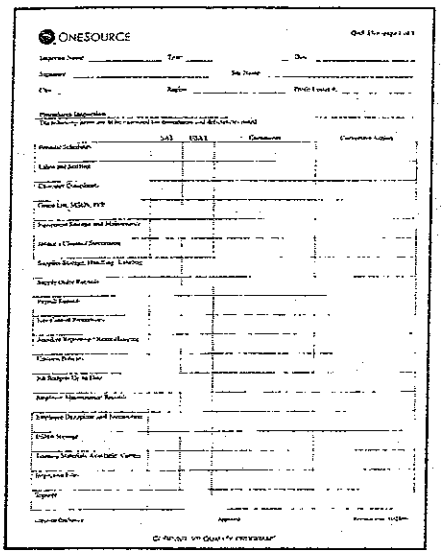
Date 13 AUGUST 1999

ANSI-RAB

Certificate No 10541

SPD-NA

*Our quality processes are ISO 9002 certified.*




*Regular inspections ensure each service area is measured according to customer specifications and ONESOURCE standards.*

## 4.3 Inspections

Inspections are a vital part of the ONESOURCE quality program. Site Managers receive quarterly incentive bonuses based on positive inspection results. Therefore, they have a vested interest in making sure that all services performed at your facility are done correctly.

In addition to our standard inspection program, we offer our customers a unique bar code-based data collection and reporting system (FAQT) on an optional basis. FAQT gives you more information and therefore more control of the services provided.

### 4.3.1 Standard Inspections

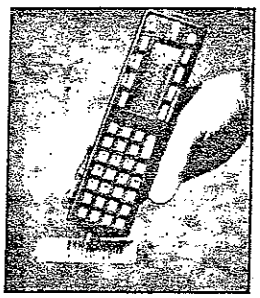
The ONESOURCE Standard Inspection Program is designed based on your requirements. We jointly establish parameters for each cleaning area during program installation. An evaluation of the condition of the facility along with baseline quality objectives are specified at the outset. These objectives become the benchmark for all future inspections for each individual area.

Daily inspections are conducted by the Site Manager and project supervisors and include:

- ❑ Reviewing the customer communications log
- ❑ Reviewing the periodic task schedule
- ❑ Verifying the staffing plan
- ❑ Verifying ONESOURCE *Green List* compliance
- ❑ Inspecting equipment
- ❑ Ensuring that service workers have proper uniforms and IDs
- ❑ Reviewing key control procedures
- ❑ Making sure that employee notices for property and equipment safety are posted and that they are current
- ❑ Reviewing previous inspection files and logs
- ❑ Checking inventory of supplies

The Site Manager meets with your representative on a weekly basis to:

- ❑ Review the objectives and standards for each area
- ❑ Discuss overall inspection scores for each area, based on number score and weighting according to importance
- ❑ Provide written comments on areas that are not acceptable
- ❑ Discuss opportunities for improvements



*Bar-coded inspections provide our customers with more information and greater control.*

### 4.3.2 Facilities Automated Quality Tracking

In addition to our standard inspection program, a bar code-based data collection and reporting system, Facilities Automated Quality Tracking (FAQT), is available to our customers on an optional basis. FAQT is based on SPAN•FM™ INSPECTION MANAGER and TOURWATCH® by Innovative Tech Systems, Inc. Each application has been developed in response to the needs of facilities professionals worldwide. The development team conducted focus groups and studied the process of facility management in many organizations before designing each product.

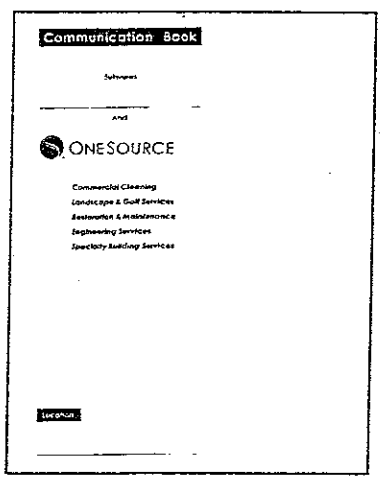
The result is a system that provides ONESOURCE customers with:

- ❑ Greater visibility of service issues
- ❑ Early identification of problems and opportunities for improvement
- ❑ Assistance in observing the service delivery process and making necessary adjustments
- ❑ Documented verifiable inspections
- ❑ Database for reporting and trend analysis
- ❑ Assistance with facilities maintenance tracking needs
- ❑ More accountability on the part of the vendor
- ❑ Increased management efficiency and reduction of paperwork

## 4.4 Customer Communications

Frequent communication is a key element of our project management plan. Your on-site Site Manager is readily available to handle your requests, and will provide you with information about your facility on a regular basis. We make it easy for you to communicate with us. With radios, pagers, cell phones and e-mail we're never out of touch. Following are some of the communication tools used by ONESOURCE.

### 4.4.1 Communication Logbook




The ONESOURCE communication logbook is a daily diary of the activities of the facility. It is used by ONESOURCE staff and management to document service requests and activities that occur during a given shift. The documentation and implementation of special service requests during non-cleaning hours are also managed through use of the logbook. Each request is addressed and answered on a nightly basis with the appropriate staff. Responses are documented in the logbook and incorporated into the Incident Reporting System.

The logbook also provides a mechanism for ONESOURCE staff to communicate with customers regarding any special problems that might arise during the evening shift that prevented an area from being serviced, such as clogged drains, outlets not working, etc. Each management visit that occurs after normal business hours will be noted in the logbook as well. The logbook will also be reviewed during each management visit.

### 4.4.2 Radios and Pagers

Two-way radios and/or pagers are provided to ONESOURCE staff members based on the needs of the individual facility. As a result, we can provide immediate response to an overflow in the restroom, a spill in the break area, or any other request that requires rapid response.

### 4.4.3 Emergency Contact Information

ONESOURCE provides cell phones to members of our management team to facilitate rapid and timely communications for situations that require immediate response. Customers are provided with emergency contact information, including cell phone numbers, for ONESOURCE managers who are involved with managing your account.

## 4.5 Awards

ONESOURCE maintained facilities have received the Building Owners and Managers Association (BOMA) TOBY Award for Building Excellence for buildings located in the following cities:

- Los Angeles, CA
- Philadelphia, PA
- New York, NY
- Boston, MA
- San Francisco, CA
- Atlanta, GA
- Chicago, IL
- Hartford, CT
- Washington, DC

# Start-Up Plan

# 5.0 Start-Up Plan

## 5.1 Service and Systems Audit

With ONESOURCE continuing to provide building maintenance services for Office of Legislative Management at the State Capitol facilities under a new contract, there is no need for the often disruptive and costly transition to a new contractor's program. ONESOURCE has proven systems in place to provide uninterrupted service and without the learning curve necessary to become familiar with your facility.

As part of our commitment to provide the quality services you deserve and in preparation for the start of a new contract, ONESOURCE will perform corporate audits of our existing programs to ensure that established standards are being met and exceeded. These audits will include a complete review of our service delivery package and utilization of resources, and our project management plan will be adjusted as necessary.

## 5.2 Workloading

Translating your specifications into consistent services at the point of service delivery is our top priority. Computerized workloading forms the basis by which our planners develop an operating plan for your facility. The software we use is recognized as the leading workloading software in the industry. It provides a systematic approach to workloading by determining the following:

- The amount of time it should take to service the project in conformance with specifications
- The number of persons it will take to provide consistent high-quality service
- Where and how each employee should be allocated to ensure efficient performance
- The supervision and management needed to manage the program
- The type of support programs needed to ensure customer satisfaction
- The methods, equipment and supplies needed to perform the tasks
- Program costs estimates

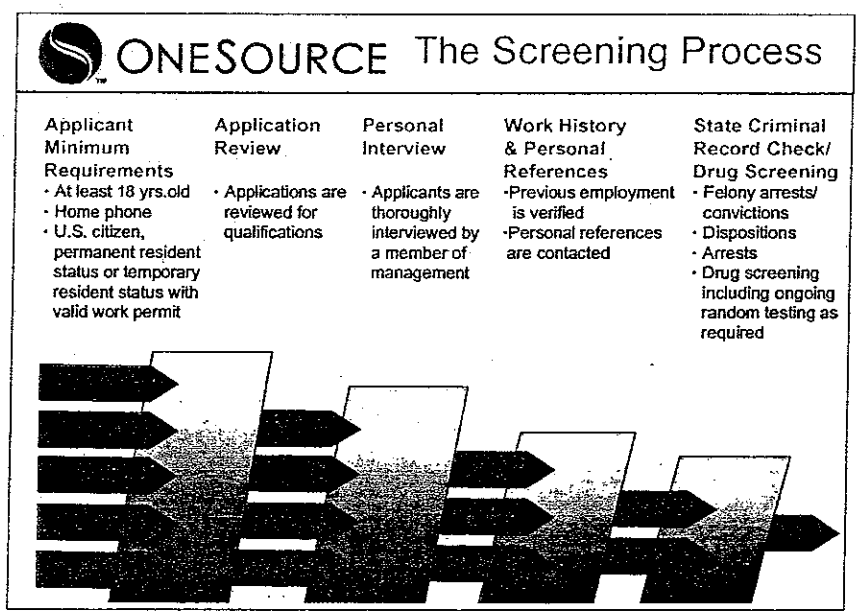
The program is also used to periodically review and adjust staffing and to refine cost projections. This allows us to proactively suggest alternatives to you while at the same time preventing the unexpected from occurring.

## 5.3 Recruiting and Hiring

ONESOURCE has long recognized that our most valuable assets are our employees. Our corporate philosophy is grounded in the concept that every employee is critical to the success of our organization. Therefore, the selection of our workforce is a high priority.

We begin the recruitment process by interviewing incumbent personnel, where possible, so that we can take advantage of their experience. We review their qualifications, technical expertise, past employment record, and references to determine if a job offer can be extended to them. Existing service personnel will be evaluated before outside recruiting begins.

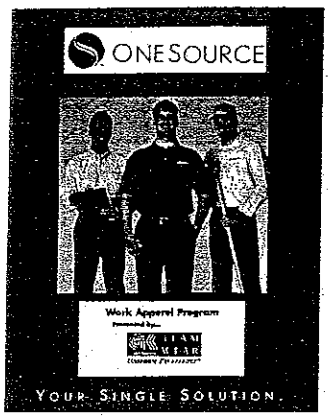
We also recruit personnel through referrals and through local community organizations whose reputations depend on the success of the applicants they recommend. Our experience has been that these applicants are generally well screened and self-motivated. ONESOURCE is proud to work with these community agencies to provide employment opportunities to their constituents.




*Whatever the recruiting source, all applicants must pass the ONESOURCE screening process.*

All applicants are thoroughly screened before they are hired according to our standard hiring procedures as well as any customer requirements. New employees (not otherwise subject to a collective-bargaining agreement) are subject to a 90-day probationary period during which time their performance is reviewed and evaluated.

## 5.4 Uniforms and Identification




ONESOURCE personnel at our customer's site represent both organizations. The image they present reflects on the quality of the facility operations. We believe that a professional appearance promotes pride and leads to improved levels of service, as well as providing enhanced security. ONESOURCE personnel are required to wear uniforms, provided by the company, whenever they are on the job site. Our uniforms are attractive and distinctive. The professional image they project reflects very well upon our customer and also instills a sense of pride in each of our workers.

In addition, all employees are issued identification badges with their name and photograph clearly visible. Identification badges are required to be worn at or above the waist by all ONESOURCE employees at all times when on the customer's premises.

ONESOURCE FACILITY SERVICES INC.

**Carpenters Shop (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| 1 | Large/Small caulking Gun | N/A | CAP Carp. Rm |
| 1 | 2" C Clamp | N/A | CAP Carp. Rm |
| 4 | Bar Clamps | N/A | CAP Carp. Rm |
| 1 | 6" Adjustable Wrench | N/A | CAP Carp. Rm |
| 1 | 9 Piece Wood Chisels | N/A | CAP Carp. Rm |
| 2 | Counter Sink Bits | N/A | CAP Carp. Rm |
| 1 | Compass | N/A | CAP Carp. Rm |
| 1 | Set Metal Files 1 Round, 2 Triangle, 1 Flat | N/A | CAP Carp. Rm |
| 1 | Carpet Knife | N/A | CAP Carp. Rm |
| 1 | Set Allen Wrenches | N/A | CAP Carp. Rm |
| 1 | Razor | N/A | CAP Carp. Rm |
| 1 | Set Screw Drive 3 Standard, 2 Philips | N/A | CAP Carp. Rm |
| 1 | 25 Ft Taspe Measure | N/A | CAP Carp. Rm |
| 1 | Rubber Mallet | N/A | CAP Carp. Rm |
| 1 | 5lb Hammers | N/A | CAP Carp. Rm |
| 1 | 16oz Hammer | N/A | CAP Carp. Rm |
| 1 | Set open end wrenches | N/A | CAP Carp. Rm |
| 1 | Block Sander | N/A | CAP Carp. Rm |
| 1 | Vise Grips | N/A | CAP Carp. Rm |
| 1 | 12" Channel Locks | N/A | CAP Carp. Rm |
| 1 | 5 Point Hand aw | N/A | CAP Carp. Rm |
| 1 | POP Rivet Gun | N/A | CAP Carp. Rm |
| 1 | Set Of Router bits | N/A | CAP Carp. Rm |
| 1 | Anderson Whole Saws | N/A | CAP Carp. Rm |
| 1 | Sand Blaster | N/A | CAP Carp. Rm |
| 2 | Roller Guides | N/A | CAP Carp. Rm |
| 1 | Bench Vises | N/A | CAP Carp. Rm |
| 2 | Knee Pads | N/A | CAP Carp. Rm |
| 2 | Back Supports | N/A | CAP Carp. Rm |
| 2 | Body harness Support | N/A | CAP Carp. Rm |
| 1 | Ceramic Tile Cutter | N/A | CAP Carp. Rm |
| 1 | Vinyl Cutter | N/A | CAP Carp. Rm |
| 1 | Tile Knife | N/A | CAP Carp. Rm |
| 1 | T Square | N/A | CAP Carp. Rm |
| 2 | Adhesive trowels | N/A | CAP Carp. Rm |
| 1 | 1/2" Milwaukee Hammer/Right Angel | N/A | CAP Carp. Rm |
| 1 | 1/2 Milwaukee Drill | NA | CAP Carp. Rm |
| 1 | 3Ft Bolt Cutters | N/A | CAP Carp. Rm |
| 1 | Welding Hammer | N/A | CAP Carp. Rm |
| 1 | 100 Tape Measure | N/A | CAP Carp. Rm |

ONESOURCE FACILITY SERVICES INC.

**Electrical Shop (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| 3 | Tool Pouches | N/A | Electrical Shop |
| 3 | Volt tester klien T2 | N/A | Electrical Shop |
| 3 | Torpedo Level | N/A | Electrical Shop |
| 3 | Kliens linemans Pliers | N/A | Electrical Shop |
| 1 | 6" Adjustable Wrenches | N/A | Electrical Shop |
| 3 | 12' Tapè measure | N/A | Electrical Shop |
| 3 | Needle Nose Pliers | N/A | Electrical Shop |
| 1 | 6" Channel lock | N/A | Electrical Shop |
| 2 | 10" Channel Locks | N/A | Electrical Shop |
| 1 | Current Tester | N/A | Electrical Shop |
| 1 | knock out set 1/2 x 1 1 /4 | N/A | Electrical Shop |
| 1 | Amp-probe Tester | N/A | Electrical Shop |
| 1 | 200' Snake | N/A | Electrical Shop |
| 2 | Lenox hacksaws | N/A | Electrical Shop |
| 2 | Allen Sets 1/16 - 5/8 | N/A | Electrical Shop |
| 1 | 15oz hammer | N/A | Electrical Shop |
| 3 | Wire Strippers | N/A | Electrical Shop |
| 1 | Drill Set | N/A | Electrical Shop |
| 3 | Phillips Screw Drivers | N/A | Electrical Shop |
| 3 | Flat head screw drivers | N/A | Electrical Shop |
| 1 | Nut driver set | N/A | Electrical Shop |
| 1 | 25' Extension Cord | N/A | Electrical Shop |
| 1 | Dirt Devil | N/A | Electrical Shop |
| 1 | Fluke Electrical Tester | N/A | Electrical Shop |
| 3 | Pipe Benders 1/2,3/4,1 | N/A | Electrical Shop |
| 1 | 1" Stud Driver | N/A | Electrical Shop |
| 1 | Fiberglass Snake | N/A | Electrical Shop |
| 1 | Gas lamp Tester | N/A | Electrical Shop |
| 1 | 1/4 - 3/8 Allen Set | N/A | Electrical Shop |
| 2 | Klien Hammers | N/A | Electrical Shop |
| 1 | 10" Adjustable Wrench | N/A | Electrical Shop |
| 2 | Screwdriver Tap Set | N/A | Electrical Shop |
| 2 | 6" Screw Drivers | N/A | Electrical Shop |
| 3 | 4" Insolated Screw Drivers | N/A | Electrical Shop |
| 3 | 4" Phillips Drivers | N/A | Electrical Shop |
| 10 | Flathead Screw Drivers | N/A | Electrical Shop |
| 2 | Ideal Wire Strippers | N/A | Electrical Shop |
| 1 | 12" Channel locks | N/A | Electrical Shop |
| 2 | Roto Splits | N/A | Electrical Shop |
| 1 | Stanley Multiple Saw | N/A | Electrical Shop |
| 2 | Flash Lights | N/A | Electrical Shop |

ONESOURCE FACILITY SERVICES INC.

**Electronics Shop (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| 1 | Xcelite 99P5-50 Screwdriver/Nutdriver 13pc | N/A | LOB Control Rm |
| 1 | Stanley Estimator Sonic Measure | N/A | LOB Control Rm |
| 1 | Ungar Heatgun | N/A | LOB Control Rm |
| 1 | 4pc Carbide tip Masonry Drill Bits | N/A | LOB Control Rm |
| 2 | 13pc Drill Bit Set | N/A | LOB Control Rm |
| 1 | GC Tweezer set | N/A | LOB Control Rm |
| 1 | GC Pick set | N/A | LOB Control Rm |
| 1 | Xcelite No. 3 Phillips Screw Driver | N/A | LOB Control Rm |
| 1 | Ace No. 2 Phillips | N/A | LOB Control Rm |
| 1 | Xcelite No. 0 Phillips | N/A | LOB Control Rm |
| 2 | 1/4" Flathead Screwdriver | N/A | LOB Control Rm |
| 1 | Automatic Screwdriver | N/A | LOB Control Rm |
| 3 | Ratchet Crimp Tools | N/A | LOB Control Rm |
| 3 | Diagonal Cutters | N/A | LOB Control Rm |
| 1 | Manual Crimp Tool | N/A | LOB Control Rm |
| 2 | Combination Stripper/Crimpier Tool | N/A | LOB Control Rm |
| 1 | Coaz Crimp Kit | N/A | LOB Control Rm |
| 1 | Taper Reamer | N/A | LOB Control Rm |
| 2 | Standard Wire Strippers | N/A | LOB Control Rm |
| 1 | Conduit/Pipe Cutter | N/A | LOB Control Rm |
| 2 | Needle Nose Pliers | N/A | LOB Control Rm |
| 2 | Coax wire Strippers | N/A | LOB Control Rm |
| 2 | ISO Tip Drill Bit Set | N/A | LOB Control Rm |
| 1 | ISO Tip Minidrill | N/A | LOB Control Rm |
| 1 | 15pc. Electronics Kit | N/A | LOB Control Rm |

ONESOURCE FACILITY SERVICES INC.

**General Mechanic (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| 1 | Dewault 14.4 Electrical Drill | | Gen Mech Shop |
| 1 | 10" Channel locks | N/A | Gen Mech Shop |
| 1 | 10" Smooth Jaw Pliers | N/A | Gen Mech Shop |
| 1 | 16 oz Hammer | N/A | Gen Mech Shop |
| 1 | 25' Tape Measure | N/A | Gen Mech Shop |
| 1 | 1/8 Punch | N/A | Gen Mech Shop |
| 1 | 6" wire Cutters | N/A | Gen Mech Shop |
| 1 | Allen Wrench Kit | N/A | Gen Mech Shop |
| 1 | Set of Nut Drivers | N/A | Gen Mech Shop |
| 1 | 4 Way Screwdriver | N/A | Gen Mech Shop |
| 1 | #3 Philips Screwdriver | N/A | Gen Mech Shop |
| 1 | #2 Flat Head Screwdriver | N/A | Gen Mech Shop |
| 1 | 1 1/4 putty Knife | N/A | Gen Mech Shop |
| 1 | Toilet Seat Tool | N/A | Gen Mech Shop |
| 1 | 3M Tin Snips | N/A | Gen Mech Shop |
| 1 | Set Of Files | N/A | Gen Mech Shop |
| 1 | 6" Crescent Wrench | N/A | Gen Mech Shop |
| 1 | 8" Crescent Wrench | N/A | Gen Mech Shop |
| 1 | Mini Mag Lite | N/A | Gen Mech Shop |
| 1 | Sink Plunger | N/A | Gen Mech Shop |
| 1 | Closet Auger | N/A | Gen Mech Shop |
| 1 | Sperry Circuit Tester | N/A | Gen Mech Shop |
| 1 | Tool Pouch | N/A | Gen Mech Shop |
| 1 | 4 in 1 File | N/A | Gen Mech Shop |
| 1 | 4 Way Hose Bib Tool | N/A | Gen Mech Shop |
| 1 | 6" Dial Caliper | N/A | Gen Mech Shop |
| 1 | Wonderbar | N/A | Gen Mech Shop |
| 1 | 2' Level | N/A | Gen Mech Shop |
| 1 | Hammer Holder | N/A | Gen Mech Shop |
| 1 | 4' Ladder | N/A | Gen Mech Shop |
| 1 | 12ft Ladder | N/A | LB Room |
| 2 | 10ft Ladder | N/A | LB Room |
| 5 | 8ft Ladder | N/A | LB Room |
| 1 | 16lb Sledge Hammer | N/A | LB Room |
| 2 | long Handle Spades | N/A | LB Room |
| 2 | Short Handle Spades | N/A | LB Room |
| 1 | Grub Pic | N/A | LB Room |
| 1 | Pole Hole Digger | N/A | LB Room |
| 1 | Garden Rake | N/A | LB Room |
| 1 | Square Shovel | N/A | LB Room |
| 3 | Flat Hand Trucks | N/A | LB Room |
| 3 | Moving Dollies | N/A | LB Room |
| 1 | Table Mover | N/A | LB Room |
| 1 | Panel Cart | N/A | LB Room |

ONESOURCE FACILITY SERVICES INC.

**HVAC Shop (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| 1 | Set Tin Snips | N/A | Cap Boiler Room |
| 2 | 8" Adjustable Wrenches | N/A | Cap Boiler Room |
| 3 | 6" Adjustable Wrenches | N/A | Cap Boiler Room |
| 2 | 4 Way Screw Driver | N/A | Cap Boiler Room |
| 2 | Needle Nose Pliers | N/A | Cap Boiler Room |
| 2 | Refrigeration Ratchets | N/A | Cap Boiler Room |
| 2 | 6" Linmans Pliers | N/A | Cap Boiler Room |
| 2 | 1/4 Nut Drivers | N/A | Cap Boiler Room |
| 2 | 5/16 Nut drivers | N/A | Cap Boiler Room |
| 2 | 3/8 Nut Drivers | N/A | Cap Boiler Room |
| 2 | Tool pouches | N/A | Cap Boiler Room |
| 1 | 48" Pipe Wrench | N/A | Cap Boiler Room |
| 2 | 24" Pipe Wrench | N/A | Cap Boiler Room |
| 2 | 18 " Pipe Wrench | N/A | Cap Boiler Room |
| 1 | Pneumatic Tool kit | N/A | Cap Boiler Room |
| 1 | Bench Wise | N/A | Cap Boiler Room |
| 2 | Allen wrench Sets | N/A | Cap Boiler Room |
| 1 | T handle Allen Set | N/A | Cap Boiler Room |
| 1 | Drill Set | N/A | Cap Boiler Room |
| 2 | Mini Mag Flash Light | N/A | Cap Boiler Room |
| 1 | 2D Flashlight | N/A | Cap Boiler Room |
| 1 | Benzomztic | N/A | Cap Boiler Room |
| 1 | PVC Saw | N/A | Cap Boiler Room |
| 1 | Set of Box Wrenches | N/A | Cap Boiler Room |
| 1 | 18" Channel Locks | N/A | Cap Boiler Room |
| 2 | Sets Refrigeration gauges | N/A | Cap Boiler Room |
| 1 | Hacksaw | N/A | Cap Boiler Room |
| 1 | Soldering Kit | N/A | Cap Boiler Room |
| 1 | Halon Tester | N/A | Cap Boiler Room |
| 1 | Tiff 5000 Electronic Tester | N/A | Cap Boiler Room |
| 1 | Hand Snake | N/A | Cap Boiler Room |
| 1 | Tif 9025 Charging Station | N/A | Cap Boiler Room |
| 1 | Pinnacle Freon Reclaimer | N/A | Cap Boiler Room |
| 1 | Dayton Vacuum Pump | N/A | Cap Boiler Room |
| 1 | 8 Ton Bottle Jack | N/A | Cap Boiler Room |
| 1 | B tank Regulator | N/A | Cap Boiler Room |
| 2 | Grease Guns | N/A | Cap Boiler Room |
| 1 | Set Turbo Torches | N/A | Cap Boiler Room |
| 1 | Nitrogen Regulator | N/A | Cap Boiler Room |
| 5 | 25" Extension Cords | N/A | Cap Boiler Room |
| 2 | 16' Tape measures | N/A | Cap Boiler Room |
| 1 | Torpedo Level | N/A | Cap Boiler Room |
| 1 | Vice Grips | N/A | Cap Boiler Room |
| 1 | Stubby Philips | N/A | Cap Boiler Room |
| 1 | Fluck #36 | N/A | Cap Boiler Room |
| 1 | Recovery 11 Refrigerant reclaimer | N/A | Cap Boiler Room |
| 1 | 3/8 Socket Set | N/A | Cap Boiler Room |
| 2 | 12" Channel Locks | N/A | Cap Boiler Room |
| | | | |
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ONESOURCE FACILITY SERVICES INC.

**Paint Shop (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| 1 | 16 oz Hammer | N/A | Cap Paint Shop |
| 1 | 4" Knife | N/A | Cap Paint Shop |
| 1 | 5" Knife | N/A | Cap Paint Shop |
| 1 | Small Utility Knife | N/A | Cap Paint Shop |
| 5 | 9" Rollers | N/A | Cap Paint Shop |
| 1 | Brush Spinner | N/A | Cap Paint Shop |
| 1 | Masking Machine | N/A | Cap Paint Shop |
| 1 | 3" Roller | N/A | Cap Paint Shop |
| 2 | 1.5" 92 Stencil Set | N/A | Cap Paint Shop |
| 1 | 1.0 45 Stencil Set | N/A | Cap Paint Shop |
| 1 | 3" 45Stencil Set | N/A | Cap Paint Shop |
| 1 | Slim Jim | N/A | Cap Paint Shop |
| 1 | Large Extension | N/A | Cap Paint Shop |
| 1 | Tapers Baker | N/A | Cap Paint Shop |
| 1 | Sanding Pole | N/A | Cap Paint Shop |
| 1 | Paint Tray | N/A | Cap Paint Shop |
| 1 | Metal Stripper | N/A | Cap Paint Shop |
| 1 | 14" Tapers Trowel | N/A | Cap Paint Shop |
| 1 | 12" Tapers Trowel | N/A | Cap Paint Shop |
| 2 | Portable Light | N/A | Cap Paint Shop |
| 1 | Wooster Extension Pole | N/A | Cap Paint Shop |
| 1 | Wooster Extension Pole | N/A | Cap Paint Shop |
| 1 | Hand Sander Block | N/A | Cap Paint Shop |
| 1 | Makita Sander | N/A | Cap Paint Shop |
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ONESOURCE FACILITY SERVICES INC.

**Miscellaneous Items (4/16/01)**

| Qty. | Description & Remarks | Serial Numbers | Location |
|---|---|---|---|
| n/a | Safety Glasses | N/A | Capitol Complex |
| n/a | Gloves (leather, cloth, rubber) | N/A | Capitol Complex |
| n/a | Carts | N/A | Capitol Complex |
| n/a | Miscellaneous Signage | N/A | Capitol Complex |
| n/a | Back Supports | N/A | Capitol Complex |
| n/a | Respirators | N/A | Capitol Complex |
| n/a | First Aid Kits | N/A | Capitol Complex |
| n/a | Ear Plugs | N/A | Capitol Complex |
| n/a | Masks | N/A | Capitol Complex |
| n/a | Bloodborne Pathogens Kits | N/A | Capitol Complex |
| n/a | Face Shields | N/A | Capitol Complex |

OneSource Facility Services, Inc.
Cleaning Equipment List

| | Equipment | Make/Model |
|---|---|---|
| 15 | Pig vacuums | NSS |
| 2 | Back pack vacuums | Coach |
| 11 | Back pack vacuum | Castex |
| 2 | Hip vac with power head | Euroclean |
| 3 | 26 Magna twin vacuums | Castex |
| 2 | Upright vacuums | Sanitaire |
| 2 | Small wet/dry tank vacuum | Nobles |
| 2 | Large wet/dry tank vacuum | Nobles |
| 1 | Wet/dry task vacuum | Pullman Holt |
| 1 | High speed buffer | Mastercraft |
| 1 | High speed buffer | Nobles |
| 1 | 20" Two speed buffer | Nobles |
| 1 | Extractor | Castex |
| 2 | Rotor shampoo machine | Mercury |
| 2 | Shampoo (Bonnet) | Cleantronic |
| 1 | 32" Auto scrubber | Kent |
| 1 | Fabrimatic 400 | Castex |
| 3 | Dryer Blower | Castex |
| 1 | Tool box with miscellaneous hand tools | |

# Pricing

Documented Processes
Technology
Safety
Chemicals & Equipment
Methods
Training
Customer Communications
Inspections
ISO Compliance Processes
MANAGEMENT PLAN
STANDARDIZATION
QUALITY

**STATE CAPITOL FACILITIES BUILDING MAINTENANCE**
**RFP ADDENDUM ONE**
**PROPOSAL FORM**
**REVISED 4/11/01**

The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish these services to the General Assembly at the following prices:

| | | |
|---|---|---|
| A. | First Year All Inclusive Cost, (From page 8 spreadsheet): | $2,125,719.03/year |
| B. | First Year Management Fee, (included in price A above): | $102,906.00 /year |
| C. | First Year Total Annual costs for Administrative Personnel, (Included in the all-inclusive price above, line A) | |
| | 1. Site Manager: | $91,965.00 /year |
| | 2. Assistant Site Manager: | $79,333.00 /year |
| | 3. Projects Manager: | $77,676.00 year |
| | 4. Night Cleaning Manager: | $56,515.00 year |
| | 5. Administrative Assistant: | $39,678.00 year |
| D. | Overhead and Profit Percentage on Billable Labor Costs: | |
| | Mechanical | 26.02% |
| | Janitorial | 27.72% |
| E. | Overhead and Profit Percentage on Materials Purchases and Mail Truck Rental: | 5 % |
| F. | Annual Escalation Percentage (starting 7/1/02): | 2 % |

COMPANY: OneSource Facility Services, Inc

ADDRESS: 55 Airport Road, Hartford, CT 06114

SIGNATURE: Patrick McGinley

Name, (Printed): Patrick McGinley TITLE: Senior Vice President

FEDERAL EMPLOYER IDENTIFICATION NUMBER: 133083344

TELEPHONE NUMBER: (860) 525-2112 DATE: 4/25/01

ONESOURCE

| | | A | B | C | D | E | F | G |
|---|---|---|---|---|---|---|---|---|
| | | Hourly Wage | Benefits Cost/Hr. | Profit & Overhead % | Billable Rate | Positions | Hrs./Yr. | Annualized Cost |
| 1 | **MANAGEMENT FEE** | | | | | | | |
| 2 | Management Fee | * | * | * | * | * | * | $102,906.00 |
| 3 | | | | | | | | |
| 4 | **ADMINISTRATIVE COSTS** | | | | | | | |
| 5 | Site Manager | * | * | * | $44.04 | 1 | 2,088 | $91,965.00 |
| 6 | Ass't Site Manager | * | * | * | $37.99 | 1 | 2,088 | $79,333.00 |
| 7 | Projects Manager | * | * | * | $37.20 | 1 | 2,088 | $77,676.00 |
| 8 | Cleaning Manager | * | * | * | $27.07 | 1 | 2,088 | $56,515.00 |
| 9 | Administrative Assistant | * | * | * | $19.00 | 1 | 2,088 | $39,678.00 |
| 10 | | | | | | | | |
| 11 | **LABOR COSTS** | | | | | | | |
| 12 | Audio-Visual Engineer | $21.84 | $6.89 | 26.02% | $34.28 | 1 | 1,992 | $68,285.76 |
| 13 | Audio-Visual Assistant | $11.57 | $2.89 | 26.02% | $18.22 | 1 | 1,992 | $36,299.20 |
| 14 | Carpenter | $22.00 | $8.04 | 26.02% | $37.86 | 1 | 1,992 | $75,409.96 |
| 15 | Carpentry Apprentice | $18.75 | $6.89 | 26.02% | $32.31 | 1 | 1,992 | $64,364.56 |
| 16 | Electrician (E1) | $25.60 | $10.98 | 26.02% | $46.10 | 2 | 1,992 | $183,654.89 |
| 17 | Electrical Apprentice | $23.04 | $10.98 | 26.02% | $42.87 | 1 | 1,992 | $85,401.03 |
| 18 | General Maintenance Worker | $21.00 | $6.89 | 26.02% | $35.15 | 1 | 1,992 | $70,012.78 |
| 19 | HVAC Mechanic | $26.62 | $9.60 | 26.02% | $45.64 | 2 | 1,992 | $181,847.46 |
| 20 | Painter/Taper | $23.02 | $7.75 | 26.02% | $38.78 | 1 | 1,992 | $77,242.50 |
| 21 | Night Cleaner | $10.12 | $2.89 | 27.72% | $16.62 | 17 | 1,992 | $562,696.82 |
| 22 | Floor Polisher | $11.12 | $2.89 | 27.72% | $17.89 | 4 | 1,992 | $142,575.98 |
| 23 | Porter | $9.87 | $2.89 | 27.72% | $16.30 | 4 | 1,992 | $129,855.07 |
| 24 | | | | | | | | |
| 25 | | | | | Annualize Cost - | | | $2,125,719.03 |

Yellow Cells - Values form Proposal Sheet
Blue Cells - Calculated Values
See Page 10 for Spreadsheet Notes and Formulas

BID BOND

Conforms with The American Institute of Architects, A.I.A. Document No. A-310

KNOW ALL BY THESE PRESENTS, That we, OneSource Facility Services, Inc.

55 Airport Road, Suite 205, Hartford, CT 06114

as Principal, hereinafter called the Principal,

and the Seaboard Surety Company,

of 5801 Centennial Way, Baltimore, MD 21209, a corporation duly organized under

the laws of the State of New York, as Surety, hereinafter called the Surety, are held and firmly bound unto

State of Connecticut, Joint Committee on Legislative Management, Legislative Office Building, 300 Capitol Avenue, Hartford, CT 06106 as Obligee, hereinafter called the Obligee,

in the sum of Ten Percent of Bid Amount ------------------------------------------------------------

Dollars ($ 10% of Bid Amount ), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Janitorial and Mechanical Services

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 25th day of April, 2001.

OneSource Facility Services, Inc.
55 Airport Road, Suite 205, Hartford, CT 06114 (Seal)
Principal

Debbie Poppe
Witness

Debbie A. Haslam
Debbie A. Haslam, Attorney-in-Fact
Title

Seaboard Surety Company

Witness

By Celeste T. Moore-Helms
Celeste T. Moore-Helms, Attorney-in-Fact

-0054/GEEF 10/99

# POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS that OneSource Facility Services, Inc.; OneSource Energy Services, Inc.; OneSource Landscape & Go ices, Inc.; OneSource Mall Services, Inc.; OneSource Landscape Construction, Inc., OneSource Painting, Inc. d/b/a Hudson Shatz Painting Co eSource N.Y., Inc., corporations duly organized under the State of Delaware; OneSource Building Services, Inc., a corporation duly organize the State of Illinois; OneSource Metal & Marble, Inc. d/b/a Sterling Services Company, a corporation duly organized under the State of New Y made, constituted and appointed and by these presents does make, constitute and appoint **William M. O'Connell, Jr., Sarah Finn, Debbie Poppe Sue Wood, Shelley Czajkowski, Debbie A. Haslam, Celeste T. Moore-Helms of Denver, Colorado** as its true and lawful attorneys-in-fact wit full power to execute, seal and deliver on its behalf surety bonds and other documents of similar character issued in the course of its business and t bind the Company thereby.

This Power of Attorney is made and executed pursuant to and by authority of the following Resolution duly adopted on June 25, 1999 by the Board c Directors of the Company:

RESOLVED, That the Chairman, President, any Vice President, the Treasurer, any Assistant Treasurer, the Secretary and any Assistant Secretary of th Company (the "Officers") be, and each of them hereby is, authorized to appoint individuals by written certificates to act as attorneys-in-fact on beha of the Company in the execution of surety bonds and other documents of similar character issued by the company in the course of its business. Suc attorneys-in-fact, subject to the limitations set forth in their respective certificates of authority, shall have full power to bind the Company by the signature and execution of any such instrument and to attach the seal of the Company thereto. On any written certificate or instrument making c evidencing such appointment, the signatures of the Officers may be affixed by facsimile. On any written certificate or instrument making or evidencin such appointment or on any bond or document of similar character, the seal or a facsimile thereof, may be impressed or affixed or in any othe manner reproduced; provided, however, that the seal shall not be necessary to the validity of any such certificate, instrument, bond or document; an be it further

RESOLVED, That the Officers be, and each of them hereby is, authorized to revoke all power of authority previously given to any attorney-in-fact; an be it further

RESOLVED, That the Officers by, and each of them hereby is, authorized to execute and deliver any and all documents and to take any and all actio which such Officers deem necessary or desirable in order to carry out of the purpose of the foregoing resolutions.

IN WITNESS WHEREOF, the parties have executed this Power of Attorney this 25th day of April, 2001.

OneSource Facility Services, Inc. | OneSource Energy Services, Inc. | OneSource Landscape & Golf Services, Inc. | OneSource Mall Services, Inc. | OneSource Landscape Construction, Inc.

OneSource Painting, Inc. d/b/a Hudson Shatz Painting Co. | OneSource N.Y., Inc. | OneSource Building Services, Inc. | OneSource Metal & Marble, Inc. d/b/a Sterling Services Company

OneSource Facility Services, Inc
OneSource Energy Services, Inc
OneSource Landscape & Golf Servic
OneSource Mall Service
OneSource Landscape Construction, Inc
OneSource Painting, Inc. d/b/a Hudson Shatz Painting Co
OneSource N.Y., Inc
OneSource Building Services, Inc
OneSource Metal & Marble, Inc. d/b/a Sterling Services Compan

George A. Williams
Senior Vice President/Finance and Administration

STATE OF GEORGIA )
COUNTY OF COBB )

On this February 1, 2001 before me, Genie B. Brummett personally appeared **George A. Williams**, who acknowledged himself to be th **Senior Vice President/Finance and Administration** of the OneSource Facility Services, Inc., OneSource Energy Services, Inc., OneSourc Landscape & Golf Services, Inc., OneSource Mall Services, Inc., OneSource Landscape Construction, Inc., OneSource Painting, Inc. d/b/a Hudson Shat Painting Co., OneSource N.Y., Inc., OneSource Building Services, Inc., OneSource Metal & Marble, Inc. d/b/a Sterling Services Company, and that a such, being authorized to do so, executed the foregoing instrument for the purpose therein contained by signing the name of the corporation b himself as its duly authorized officer.

In witness whereof, I hereunto set my hand and official seal.

Genie B. Brummett
Notary Public in and for the State of Georgia

I, **Scott E. Friedlander, Assistant Secretary** of OneSource Facility Services, Inc., OneSource Energy Services, Inc., OneSource Landscape & Gol Services, Inc., OneSource Mall Services, Inc., OneSource Landscape Construction, Inc., OneSource Painting, Inc. d/b/a Hudson Shatz Painting Co. eSource N.Y., Inc., OneSource Building Services, Inc., OneSource Metal & Marble, Inc. d/b/a Sterling Services Company, do hereby certify that th ver of Attorney set forth above is still in full force and effect, and further certify that the Resolutions of the Board of Directors, set forth i Power of Attorney are still in full force and effect.

IN WITNESS WHEREOF, I have executed this Certificate this 1st day of February, 2001.

Scott E. Fried
Assistant Secretary

The St Paul

# POWER OF ATTORNEY

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

Power of Attorney No. 21886 Certificate No. 139041

**KNOW ALL MEN BY THESE PRESENTS:** That Seaboard Surety Company is a corporation duly organized under the laws of the State of New York, and that St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company and St. Paul Mercury Insurance Company are corporations duly organized under the laws of the State of Minnesota, and that United States Fidelity and Guaranty Company is a corporation duly organized under the laws of the State of Maryland, and that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc. is a corporation duly organized under the laws of the State of Wisconsin *(herein collectively called the "Companies")*, and that the Companies do hereby make, constitute and appoint

William M. O'Connell, Jr., Sarah Finn, Debbie Poppe, Shelley Czajkowski, Sue Wood, Celeste T. Moore-Helms and Debbie A. Haslam

of the City of Denver, State Colorado, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety to, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

**IN WITNESS WHEREOF**, the Companies have caused this instrument to be signed and sealed this 27th day of June, 2000.

Seaboard Surety Company
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company
St. Paul Mercury Insurance Company

United States Fidelity and Guaranty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.

John F. Phinney

JOHN F. PHINNEY, Vice President

Michael R. McKibben

MICHAEL R. MCKIBBEN, Assistant Secretary

State of Maryland
City of Baltimore

On this 27th day of June, 2000, before me, the undersigned officer, personally appeared John F. Phinney and Michael R. McKibben, who acknowledged themselves to be the Vice President and Assistant Secretary, respectively, of Seaboard Surety Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, United States Fidelity and Guaranty Company, Fidelity and Guaranty Insurance Company, and Fidelity and Guaranty Insurance Underwriters, Inc.; and that the seals affixed to the foregoing instrument are the corporate seals of said Companies; and that they, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing the names of the corporations by themselves as duly authorized officers.

**In Witness Whereof,** I hereunto set my hand and official seal.

My Commission expires the 13th day of July, 2002.

REBECCA EASLEY-ONOKALA NOTARY PUBLIC BALTIMORE CITY MD

Rebecca Easley-Onokala

REBECCA EASLEY-ONOKALA, Notary Public

# Sample Certificate of Insurance

2000- 4810

| ONESOURCE Certificate of Insurance | OneSource District # | Date (MM/DD/YY) |
|---|---|---|
| | | |

**PRODUCER**
ckton Companies of Colorado, Inc.
) Cherry Creek Drive South
ite 400
Denver, CO 80246-1532
(303) 753-2000

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND SHALL NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

**INSURED**
**OneSource Holdings, Inc. & Affiliates**
1600 Parkwood Circle, Suite 400
Atlanta, Georgia 30339 USA

Coverage Applies to All Affiliates

| COMPANIES AFFORDING COVERAGE | |
|---|---|
| Company A | NATIONAL UNION FIRE INS CO PA |
| Company B | AMERICAN HOME ASSURANCE CO |
| Company C | INS CO OF THE STATE OF PA |
| Company D | MAINE EMPLOYER'S MUTUAL INS CO |
| Company E | FEDERAL INSURANCE CO |

## COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN. THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

| CO LTR | TYPE OF INSURANCE | POLICY NUMBER | POLICY EFFECTIVE DATE (MM/DD/YY) | POLICY EXPIRATION DATE (MM/DD/YY) | LIMITS | |
|---|---|---|---|---|---|---|
| | GENERAL LIABILITY | RMGL6122752 | 6/30/00 | 6/30/01 | GENERAL AGGREGATE | $2,000,000 |
| | X COMMERCIAL GENERAL LIABILITY | | | | PRODUCTS-COMP/OP AGG | $2,000,000 |
| | ☐ CLAIMS MADE ☒ OCCURRENCE | | | | PERSONAL & ADV INJURY | $2,000,000 |
| | OWNERS & CONTRACTORS PROT | | | | EACH OCCURRENCE | $2,000,000 |
| | | | | | FIRE DAMAGE (any one fire) | $1,000,000 |
| | | | | | MED EXP (any one person) | $5,000 |
| A | AUTOMOBILE LIABILITY | RMCA3209933 TX | 6/30/00 | 6/30/01 | COMBINED SINGLE LIMIT | $2,000,000 |
| | X ANY AUTO | RMCA3209934 AOS | | | | |
| | X HIRED AUTOS | | | | | |
| | X NON-OWNED AUTOS | | | | | |
| B | EXCESS LIABILITY | | | | EACH OCCURRENCE | $ 10,000,000 |
| | X UMBRELLA FORM | 7014739-00 | 6/30/00 | 6/30/01 | AGGREGATE | $ 10,000,000 |
| C | WORKERS' COMPENSATION AND EMPLOYERS LIABILITY | RMWC3474098 AOS | 6/30/00 | 6/30/01 | ☒ STATUTORY LIMITS | |
| B | | RMWC3474099 AZ, MD, VA | | | EACH ACCIDENT | $1,000,000 |
| B | | RMWC3474100 OR | | | DISEASE - POLICY LIMIT | $1,000,000 |
| A | | RMWC3474101 WI | | | DISEASE - EACH EMPLOYEE | $1,000,000 |
| B | | RMWC3474103 CA | | | | |
| D | | 1810054004 ME | | | | |
| A | | RMWC3474102 LA (Excess) | | | | |
| E | CRIME - EMPLOYEE DISHONESTY | 81453627 | 6/30/00 | 6/30/01 | LIMIT | $5,000,000 |

## CERTIFICATE HOLDER

CERTIFICATE HOLDER, AGENTS, OWNERS AND AFFILIATES, AS THEIR INTEREST MAY APPEAR, ARE ADDED AS AN ADDITIONAL INSURED AS PROVIDED BY GENERAL LIABILITY ENDORSEMENT CG 20 10 (11/85) FOR THE WORK PERFORMED BY THE NAME INSURED.

Sample Certificate of Insurance for bid purposes. Official Certificate will be issued upon contract award.

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 30 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

William M O'Brien Jr

Also attached was OneSource's standard products book, which contains Safety Data Sheets, an annual report and consolidated financial statements, which are available on request.

# AGREEMENT

AGREEMENT, dated as of June 28, 2001, between OneSource Facility Services, Inc. (OneSource) and the Joint Committee on Legislative Management of the Connecticut General Assembly(CGA).

WHEREAS, the CGA desires to enter into an agreement to provide Building Maintenance Services for the State Capitol Facilities for the period July 1, 2001 through June 3, 2006;

WHEREAS, The CGA issued a request for proposal for these services on March 21, 2001 and an addendum on April 11, 2001 as the basis for the services to be provided;

WHEREAS, OneSource responded in a timely and appropriate manner to this proposal on April 25, 2001,

WHERAS, CGA has, through a process conforming to the requirements of Connecticut General Statutes 2-71t, selected OneSource to provide the required services;

NOW, Therefore, in consideration of the agreements herein contained, the parties hereto agree as follows:

1. BUILDING MAINTENACE SERVICES

OneSource shall provide all required services as outlined in the CGA request for proposal dated March 21, 2001 and the addendum dated April 11, 2001 and in accordance with their proposal dated April 25, 2001. The above referenced documents are incorporated by reference into this agreement.

2. TERM OF AGREEMENT

The term of this agreement shall commence on July 1, 2001 and shall end on June 30, 2006, subject to the availability of appropriated funds as indicated in item 3(a) of the general proposal requirements for contractual services. Cancellation of the contract by CGA is governed by item 4 of the general proposal requirements for contractual services.

3. COMPENSATION

The compensation for services hereunder shall be in accordance with the proposal form submitted by OneSource, dated April 25, 2001 and item H of the general information section of the request for proposal dated March 21, 2001. The "All Inclusive" first year cost is $2,125,719.03.

4. NOTICES

Any notice or other communication required or permitted hereunder shall be in writing and shall be deemed effective when delivered in person, or, if mailed, on the date of deposit in the mail, postage prepaid, addressed, in the case of OneSource to Patrick McGinley, Senior Vice President, 55 Airport Road, Hartford, CT. 06114 and in the case of CGA to Dana Crompton, Financial Administrator, Room 5100, Legislative Office Building, Hartford, CT. 06106.

5. PERSONNEL

The parties do not intend for any person hired by OneSource to be an employee of CGA. OneSource acknowledges its duty to obtain, supervise, compensate, and take responsibility for the performance of its employees. Such responsibility shall also encompass adherence to all applicable state and federal laws and regulations, including but not limited to those concerning taxes, labor practices, unemployment, non-discrimination, and worker's compensation insurance.

Wherever employees have been named in their proposal, the parties intend that OneSource may not reassign or substitute any other individual for the named employee without CGA's written consent. Such consent shall not be unreasonably withheld.

6. REPRESENTATIONS,COVENANTS and WARRANTIES

OneSource represents and warrants that it (i) has the requisite power and authority to enter into this agreement and to perform its obligations hereunder; (ii) has and will have the requisite expertise and resources to fully perform its obligations under this agreement; and (iii) has and will have adequate personnel assigned and resources devoted to this project to perform all the services required.

OneSource shall comply with all applicable federal, State of Connecticut, and local laws, rules, regulations, orders and ordinances in performing its obligations hereunder.

OneSource shall obtain and keep in force throughout the term of this agreement insurance and performance bond as outlined in the request for proposal.

7. CHOICE OF LAW;CHOICE OF FORUM

The law of the State of Connecticut shall be the law of this agreement, with or without reference to principles of conflicts of laws. The parties agree to adjudication by, and hereby waive any objection to the jurisdiction of, such state and federal courts as are situated in Hartford, Connecticut.

IN WITNESS WHEREOF, the parties hereto have executed this agreement.

CGA

D'Ann Mazzocca
Executive Director Joint Committee
On Legislative Management

Date:_____

Kevin B. Sullivan
Senate President Pro Tempore

Date: 7-03-01

Moira K. Lyons
Speaker of the House of Representatives

OneSource

Patrick McGinley
Senior Vice President

Date: 7/19/01

# APPENDIX IV

**DPS's:**

- **Evaluation Guidelines**
- **PSA**
- **RFP**

# Department of Public Safety

+

# Guidelines for selecting a Property Management Company

The Department of Public Safety has increasing been relying on the services of Property Management Companies to do the day to day "house keeping" activities required to keep the various buildings clean. In certain situations, they have been authorized to take on minor renovation / improvement projects on an as needed basis.. Clearly, they have had a positive impact and the Department has been extremely pleased with their efforts. The following is a list of buildings / facilities that have a Property Management Company doing the general maintenance:

| Building / Facility | Location | Square Footage |
|---|---|---|
| | | |
| Midpoint | Middletown | 110,000 |
| Troop F | Westbrook | 12,250 |
| Troop G | Bridgeport | 49,000 |
| Troop K | Colchester | 9,150 |
| Forensic Lab | Meriden | 50,000 |
| Mulcahy Complex | Meriden | 182,000 |
| | | |
| **Total** | | **412,400** |

**Process:** The bidding / selection process is done through the Department's Purchasing Unit.

| Step | Activity |
|---|---|
| | |
| #1 | A Request for Proposals (RFP) is developed that provides the location, date & time of bid opening, a brief description of the requirements, etc. |
| #2 | A mandatory walk-through is held at the location |
| #3 | Proposals are opened at the specified time (public can attend the opening) |
| #4 | A committee is assembled, members are selected from Purchasing, Facilities Management & the affected Troop. |
| #5 | All proposals are reviewed. There is a checklist that is comprised of "objective criteria" that is used to evaluate each proposal. There is a numeric weighted value assigned for each response. |
| #6 | Based on the sum total, a company is selected. A PSA is then developed (it serves as the contract between the State & Property Manager) that is reviewed by the DPS Legal Unit before it is forwarded to OPM for approval. |

**REQUEST FOR PROPOSAL REVIEW**
CONSULTANT/PROPERTY MANAGEMENT FIRM
STATE POLICE TROOP G, BRIDGEPORT AND WEST HAVEN TOLL BOOTH BUILDING

VENDOR NAME: _____

REVIEWED BY: _____

DATE: _____

| **CRITERIA:** | **POINT VALUE *** | |
|---|---|---|
| 1. Understanding of the project. | [ | ] |
| 2. The proposed management approach to which it meets and is compatible with the State's need. | [ | ] |
| 3. The vendor's ability to do specified work. | [ | ] |
| 4. Availability and competence of personnel assigned to the project. | [ | ] |
| 5. Cost of proposal. | [ | ] |
| 6. Conformance with RFP instructions and specifications. | [ | ] |
| **TOTAL POINT VALUE** | [ | ] |
| 8. Demonstration of commitment to Affirmative Action by full compliance with CHRO regulations. | YES | NO |
| 9. Applicable to Agency Set-Aside Program. | YES | NO |

*** RATING SCALE**

10 – Meets criteria TO THE HIGHEST possible degree; Could not be better qualified.

9 – Meets criteria VERY EASILY; Would have no difficulty with the assignment.

8 – Meets criteria ADEQUATELY; Would have little or no difficulty with the assignment.

7 – Meets criteria BARELY; Would have some difficulty with the project.

6 – SOMEWHAT UNACCEPTABLE; Would have great difficulty with the project.

5 – THOROUGHLY UNACCEPTABLE; Would not be able to meet the project assignment.

*Criteria established prior to bid opening 02/02/01.*

**PROPOSAL SUBMISSION REQUIREMENTS**
CONSULTANT/PROPERTY MANAGEMENT FIRM
STATE POLICE TROOP G, BRIDGEPORT AND WEST HAVEN TOLL BOOTH BUILDING

VENDOR NAME: _____

REVIEWED BY: _____

DATE: _____

**REVIEWER SHOULD SCORE USING THIS SCALE:**

| Unsatisfactory or Not Proposed | Weak | Fair | Strong | Very Strong |
|---|---|---|---|---|
| [redacted] | | | | |

1. Was proposal received by DPS Purchasing by 2:00 P.M. February 02, 2001? _____
2. Are there five (5) copies of the proposal? _____
3. Is there a signed transmittal letter with all specified elements addressed? _____
4. Does the proposal contain an unqualified statement of acceptance of the mandatory contract terms and conditions? _____
5. Does the Executive Summary outline the overall design and approach for the work required? _____
6. Is there a description of bidder's qualification, including relevant experience and resumes of key personnel? _____
7. Does the proposal include a proposed budget, including allocations for personnel, equipment, contract services, and other expenses? _____
8. Is there a statement indicating bidder's experience with Affirmative Action and Agency's Set-Aside Program? _____
9. Is the staff proposed adequate for the job? _____
10. Does the staff proposed demonstrate, through resumes or other supporting material, knowledge of maintaining an office building of this size? _____
11. Does the proposal clearly indicate how the bidder will approach the tasks outlined in the RFP? _____
12. Does the proposal allocate sufficient staff time and recources for maintaining the building? _____
13. Does the proposal clearly outline a realistic plan and effective techniques to accomplish the tasks described in the RFP? _____

*Criteria established prior to bid opening 02/02/01.*

| Unsatisfactory or Not Proposed | Weak | Fair | Strong | Very Strong |
|---|---|---|---|---|
| [redacted] | | | | |

14. Does the proposal provide for consultation with the Department's Evaluation Committee? _____

15. Does the proposal address interim rates, rate adjustments, etc. in the proposal? _____

16. Does the proposal include a provision for addressing the feasibility of any changes recommended? _____

17. Does the proposed work plan address all required aspects? _____

18. Is the level of personnel/resources reasonable given the scope of work proposed? _____

19. Does the proposal plan for weekly, monthly, quarterly, annual meetings? _____

20. Does the proposal plan for weekly, monthly, quarterly, annual reports? _____

21. Does the proposal detail monthly charges? _____

**TOTAL POINTS** _____

**ADD PROPOSAL SCORE POINTS:**

**POINT VALUE PAGE 1** _____

**POINT VALUE PAGES 2 AND 3** _____

**TOTAL POINTS** _____

*Criteria established prior to bid opening 02/02/01.*

**SPECIFIC COST DETAILS OF PROPOSAL**
CONSULTANT/PROPERTY MANAGEMENT FIRM
STATE POLICE TROOP G, BRIDGEPORT AND WEST HAVEN TOLL BOOTH BUILDING

VENDOR NAME: _____

REVIEWED BY: _____

DATE: _____

Monthly Fixed Management Fee: $_____

Cost of On-Site Employee(s):

Property Manager $_____

Gen Bldg Payroll $_____

TOTAL On-Site Employee(s): $_____

Variable Fees:

Cleaning Budget: $_____

Repair/Maint: $_____

Roads/Grounds: $_____

TOTAL Variable Fees: $_____

Routine/Emergency Per Hour:

General: $_____

Technician $_____

COMMENTS: _____

*Criteria established prior to bid opening 02/02/01.*

**REQUEST FOR QUOTATION**
STO-93 REV - 8/89 STATE OF CONNECTICUT
(Stock No. 6938-069-01)
By: CMK

**BIDDERS:**

NO. 1 O, R & L Property Management
2 Summitt Place
Branford, CT 06405
Suzanne O. Black, Business Development

NO. 2 Triad Management Group, LLC
321 Main Street
Farmington, CT 06032
Attn: Kyle M. Meccariello, RPA

NO. 3

| BID EVALUATION | | | |
|---|---|---|---|
| Item No. | Bidder No. 1 | Bidder No. 2 | Bidder No. 3 |
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| F.O.B. | | | |
| Delivery Cost | | | |
| TOTAL COST | | | |
| Delivery Date | | | |
| Cash Discount Terms | | | |
| AWARDED TO | | | |

ISSUED BY (Agency): Dept. of Public Safety/Div. Of State Police
(Return bid attention of): Dawn C. Uraco-DiLullo
BID NO. AND OR REQUISTION NO.: SPQ # 2005-006, SEALED BID
AGENCY ADDRESS: P. O. Box 2794, Middletown, CT 06457-9294
DATE ISSUED: 08-02-2004
SHIP PREPAID TO (ABOVE AGENCY AT ADDRESS SHOWN.)(Unless other address is entered here): 149 Prospect Street, Bridgeport, CT
DATE AND TIME BID REQUIRED: 09-13-2004 2:00 pm
SIGNED (For Agency): TITLE: P. S. O. II
TELEPHONE NO. & EXTENSION: (860) 685-8240
DATE MATERIAL REQUIRED: 10-01-2004

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | If award is made to other than low bidder, explain here |
|---|---|---|---|---|
| | **Page 2 of 2**<br>CONTRACT COMPLIANCE STATEMENT ENCLOSED<br>Questions regarding this RFP must be submitted in writing by Monday August 30, 2004 and addressed to:<br>Dawn C. Uraco-DiLullo, Purchasing Services Officer II<br>State of Connecticut, Department of Public Safety<br>Purchasing Unit<br>1111 Country Club Road, P.O. Box 2794<br>Middletown, CT 06457-9294<br>RFP responses must be in a sealed envelope with the following notation clearly written on the envelope:<br>**"REQUEST FOR PROPOSAL: CONNECTICUT STATE POLICE TROOP G"**<br>Sealed proposals must received by 2:00 P.M. Monday, September 13, 2004 and sent or delivered to:<br>Dawn C. Uraco-DiLullo, Purchasing Services Officer II<br>State of Connecticut, Department of Public Safety<br>Purchasing Unit<br>1111 Country Club Road, P.O. Box 2794<br>Middletown, CT 06457-9294<br>THE DEPARTMENT OF PUBLIC SAFETY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS<br>(Note: State payment terms are net 45) | | | APPROVED BY (Signature)<br>PURCHASE ORDER NO.<br>PURCHASE ORDER DATE |

COPY

**INSTRUCTIONS**

1. Type complete information is spaces provided
2. Retain the two (2) bid evaluation sheets for agency use.
3. Mail each bidder his copy in standard No. 10 window envelope. Fold to marks shown on side of each sheet to corresponding number of bidder.

**REQUEST FOR QUOTATION**
STO-93 REV - 8/89 STATE OF CONNECTICUT
(Stock No. 6938-069-01)
By: CMK

**BIDDERS:**

NO. 1 Servus Management Corp.
One Financial Plaza
Hartford, CT 06114

NO. 2 Fusco Management
555 Long Wharf Drive
14th Floor, Suite 14
New Haven, CT 06511

NO. 3 DeMarco Miles & Murphy
117 Murphy Road, 2nd Floor
Hartford, CT 06114

BID EVALUATION

| Item No. | Bidder No. 1 | Bidder No. 2 | Bidder No. 3 |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| F.O.B. | | | |
| Delivery Cost | | | |
| TOTAL COST | | | |
| Delivery Date | | | |
| Cash Discount Terms | | | |
| AWARDED TO | | | |

ISSUED BY (Agency): Dept. of Public Safety/Div. Of State Police
(Return bid attention of): Dawn C. Uraco-DiLullo
BID NO. AND OR REQUISITION NO.: SPQ # 2005-006, SEALED BID
AGENCY ADDRESS: P. O. Box 2794, Middletown, CT 06457-9294
DATE ISSUED: 08-02-2004
SHIP PREPAID TO (ABOVE AGENCY AT ADDRESS SHOWN.)(Unless other address is entered here): 149 Prospect Street, Bridgeport, CT
DATE AND TIME BID REQUIRED: 09-13-2004 2:00 pm
SIGNED (For Agency): [signature]
TITLE: R. S. O. II
TELEPHONE NO. & EXTENSION: (860) 685-8240
DATE MATERIAL REQUIRED: 10-01-2004

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | If award is made to other than low bidder, explain here |
|---|---|---|---|---|
| | **Page 1 of 2**<br>The State of Connecticut, Department of Public Safety is soliciting contract proposals for the services of a Consultant/Property Management Firm to provide Twenty-Four (24) Hour Building Operations and maintenance Services for 45,000 usable square foot Connecticut State Police Troop G, located at 149 Prospect Street, Bridgeport, CT<br>A Request for Proposal will be accepted for the overall management and operation, including its physical and operational components for the Connecticut State Police Troop G.<br>IN ACCORDANCE WITH ATTACHED REQUEST FOR PROPOSAL.<br>The successful firm will be awarded a Three (3) Year Contract to commence on October 01, 2004 (with options to extend one year periods to maximum two years)<br>A Bidders Conference is scheduled for Monday August 16, 2004 at 10:00 A.M. at Connecticut State Police Troop G, located at 149 Prospect Street, Bridgeport, CT.<br>**ATTENDANCE IS MANDATORY FOR ALL PROSPECTIVE BIDDERS.** | | | |

COPY

APPROVED BY (Signature)
PURCHASE ORDER NO.
PURCHASE ORDER DATE

(Note: State payment terms are net 45)

**INSTRUCTIONS**

1. Type complete information is spaces provided
2. Retain the two (2) bid evaluation sheets for agency use.
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**REQUEST FOR QUOTATION**
STO-93 REV - 8/89 STATE OF CONNECTICUT
(Stock No. 6938-069-01)
By: CMK

**BIDDERS:**

NO. 1 Servus Management Corp.
One Financial Plaza
Hartford, CT 06114

NO. 2 Fusco Management
555 Long Wharf Drive
14th Floor, Suite 14
New Haven, CT 06511

NO. 3 DeMarco Miles & Murphy
117 Murphy Road, 2nd Floor
Hartford, CT 06114

BID EVALUATION

| Item No. | Bidder No. 1 | Bidder No. 2 | Bidder No. 3 |
|---|---|---|---|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| F.O.B. | | | |
| Delivery Cost | | | |
| TOTAL COST | | | |
| Delivery Date | | | |
| Cash Discount Terms | | | |
| AWARDED TO | | | |

ISSUED BY (Agency): Dept. of Public Safety/Div. Of State Police
(Return bid attention of): Dawn C. Uraco-DiLullo
BID NO. AND OR REQUISTION NO.: SPQ # 2005-006, SEALED BID
AGENCY ADDRESS: P. O. Box 2794, Middletown, CT 06457-9294
DATE ISSUED: 08-02-2004
SHIP PREPAID TO (ABOVE AGENCY AT ADDRESS SHOWN.) (Unless other address is entered here): 149 Prospect Street, Bridgeport, CT
DATE AND TIME BID REQUIRED: 09-13-2004 2:00 pm
SIGNED (For Agency): [signature]
TITLE: P.S.O. II
TELEPHONE NO. & EXTENSION: (860) 685-8240
DATE MATERIAL REQUIRED: 10-01-2004

| ITEM NO. | DESCRIPTION | UNIT | QUANTITY | If award is made to other than low bidder, explain here |
|---|---|---|---|---|
| | **Page 2 of 2**<br>CONTRACT COMPLIANCE STATEMENT ENCLOSED<br>Questions regarding this RFP must be submitted in writing by Monday, August 30, 2004 and addressed to:<br>Dawn C. Uraco-DiLullo, Purchasing Services Officer II<br>State of Connecticut, Department of Public Safety<br>Purchasing Unit<br>1111 Country Club Road, P.O. Box 2794<br>Middletown, CT 06457-9294<br>RFP responses must be in a sealed envelope with the following notation clearly written on the envelope:<br>**"REQUEST FOR PROPOSAL: CONNECTICUT STATE POLICE TROOP G"**<br>Sealed proposals must received by 2:00 P.M. Monday September 13, 2004 and sent or delivered to:<br>Dawn C. Uraco-DiLullo, Purchasing Services Officer II<br>State of Connecticut, Department of Public Safety<br>Purchasing Unit<br>1111 Country Club Road, P.O. Box 2794<br>Middletown, CT 06457-9294<br>THE DEPARTMENT OF PUBLIC SAFETY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS<br>(Note: State payment terms are net 45) | | | APPROVED BY (Signature)<br>PURCHASE ORDER NO.<br>PURCHASE ORDER DATE |

COPY

**INSTRUCTIONS**

1. Type complete information is spaces provided
2. Retain the two (2) bid evaluation sheets for agency use.
3. Mail each bidder his copy in standard No. 10 window envelope. Fold to marks shown on side of each sheet to corresponding number of bidder.

# STATE OF CONNECTICUT
# DEPARTMENT OF PUBLIC SAFETY

# REQUEST FOR PROPOSAL
# FOR
# THE MANAGEMENT AND
# OPERATION
# OF

# STATE POLICE TROOP G BARRACKS
# 149 PROSPECT STREET
# BRIDGEPORT, CONNECTICUT
# AND
# WEST HAVEN TOLL BOOTH BUILDING
# WEST HAVEN, CONNECTICUT

August 01, 2004

# TABLE OF CONTENTS

INTRODUCTION . . . . . 1

GENERAL PROPOSAL REQUIREMENTS. . . . . 1

OVERALL MANAGEMENT SERVICES. . . . . 2

OVERALL BUILDING OPERATION ACTIVITIES. . . . . 3

OVERALL ACCOUNTING PROGRAM . . . . . 5

SPECIFIC PROPOSAL REQUIREMENTS . . . . . 6

INSTRUCTIONS TO VENDORS. . . . . 6

CONDITIONS OF THIS PROPOSAL. . . . . 8

NOTIFICATION TO PROPOSERS. . . . . 10

EVALUATION OF PROPOSAL . . . . . 12

TIME LINE. . . . . 12

ANSI/ASHRAE 55-1980 - ASHRAE STANDARD
Thermal Environmental Conditions for Human Occupancy

ASHRAE 62-1989 - ASHRAE STANDARD
Ventilation for Acceptable Indoor Air Quality

## INTRODUCTION

The State of Connecticut, Department of Public Safety is soliciting contract proposals for the services of a consultant/property management firm to provide twenty-four (24) hour building operation and maintenance services for the 45,000 usable square foot State Police Troop G Barracks, located at 149 Prospect Street, Bridgeport, Connecticut and for the West Haven Toll Booth Building, West Haven, Connecticut.

A request for proposal will be accepted for the overall management and operation, including its physical and operational components.

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

1. Monthly/Annual management fee

2. Background and experience of the firm

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.

The successful firm will be awarded a three (3) Year Contract to commence on OCTOBER 01, 2004, with Option(s) to extend One Year Period(s), to Maximum Two Years, with consent of Both Agency and Contractor.

## RIGHTS RESERVED TO THE STATE

The State of Connecticut, Department of Public Safety 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.

## GENERAL PROPOSAL REQUIREMENTS

For all times in this section, refer to Conditions Section, Page 8 for requirements governing the selection and purchase of related services and required reporting.

Please explain how your firm will supply the following management services to the State Police Troop G Barracks at 149 Prospect Street, Bridgeport, Connecticut the West Haven Toll Booth Building, West Haven, Connecticut.

**OVERALL MANAGEMENT SERVICES**

1. Daily twenty-four (24) hour supervision of the property including repair and extraordinary maintenance and repair.

2. Specification development, selection, supervision, and quality control reporting of all contracted services i.e., janitorial (attached specifications); including day porter service, rubbish removal, recycling (in accordance with State Regulations), electrical, plumbing, snow and ice removal, landscaping and pest control.

   Successful contractor shall be responsive to on-site Commanding Officer's, or designated representative, requests.

   The Department of Public Safety may elect to utilize master State Contracts* for rubbish removal, recycling office paper, pest control, snow removal and walk-off mats/mop rental. In that event it will be the responsibility of the awarded contractor to supervise those vendors and services.

   * Successful contractor to contact DPS Purchasing for copies of existing State Contracts.

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. Full financial services - including accounting, budget planning and administration, and monthly operating reports.

5. Requests for service will be coordinated by the Department of Public Safety's Chief of Engineering Services.

6. A complete building operation procedures manual for operational use which will be reviewed with the contractor, the Troop G Commanding Officer and the Chief of Engineering Services on April 1st of each year for the duration of the contract.

**OVERALL BUILDING OPERATION ACTIVITIES**

1. Preventative maintenance including scheduling, 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
   - Electrical services, Including generator, UPS, interior & exterior lighting
   - Plumbing services
   - Glass replacement
   - Minor carpentry
   - Minor masonry
   - Fire Alarm System
   - Painting

4. Energy conservation/maintenance

5. Many self-contained building air quality problems are directly related to the HVAC System, duct work and humidity levels. The contractor will be required to meet ANSI/ASHRAE Standards for HVAC Systems adopted by OSHA and NIOSH.

   The contractor will be required to:

   a. Prepare a descriptive report by April 1st of each year for the upcoming fiscal year listing any changes, improvements and/or upgrades, which need to be addressed.

      Every April 1st, the company will forward a copy of and review this report with the Chief Fiscal Officer, Commanding Officer of Troop G and the Chief of Engineering Services.

   b. Develop preventative maintenance schedules and written programs for the Troop G self-contained HVAC system, to include, but not be limited to:

1. Record keeping of replacement and cleaning of filters.

2. Inspection of drip pans, drainage piping, heating and cooling coils.

3. Outdoor air intakes.

4. Supply diffusers.

5. Return and exhaust grilles and fresh air dampers.

6. Humidifiers and controls.

7. Routine inspection of inside air ducts for signs of rust, microbial growth or other contamination.

8. Grease all motors and check belts for tightness and wear.

9. Check circulators for leakage.

6. Building code, fire and public safety coordination, i.e., fire drills, evacuation plans.

NOTE: The contractor 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:

a. A material safety data sheet program for chemicals used on site.

b. An employee safety-training program.

c. A disaster plan.

The contractor will discuss the above plans with the Commanding Officer of Troop G and will provide him/her with copies of the plan for posting at the Troop and the West Haven Toll Booth building and a copy for Facilities Management The above plans require the approval of the Commanding Officer of Troop G.

## OVERALL ACCOUNTING PROGRAM

1. Prepare annual operating budget for the upcoming fiscal year. The budget will require review and approval of the Chief Fiscal Officer, the Commanding Officer of Troop G and the Chief of Engineering Services.

2. Acquire approval from the Chief Fiscal Officer, Commanding Officer of Troop G and the Chief of Engineering Services for all expenditures in excess of $1000.

3. Track and report monthly expenses.

4. Specify your firm's staffing recommendations and associated costs (including fringe benefits) for the subject property.

5. The contractor shall generate, update, and submit the following using formats approved by the Department:

   a. Management reports

   b. Operating statement

   c. Copies of all invoices paid (identified by the Department's Chart of Accounts)

   d. Budget variance analysis

   e. Itemized invoice requesting payment.

   f. Preventive maintenance schedule for major system equipment, i.e., HVAC, generator, etc.

# SPECIFIC PROPOSAL REQUIREMENTS

1. Identification of firm submitting this proposal (list all principals and their percentage of ownership). If a corporation, submit current corporate record, printout available from the 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; day to day administrative, operations, accounting and 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. Monthly management fee required for management services

6. A proposed one year Operating Budget

7. Statement regarding firm's overall management philosophy,

8. A statement that the 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.

11. The Division of State Police will perform routine background checks on all employees and contractors performing on-site and/or on-going services, e.g., housekeeping, building services, snow removal, etc.

## INSTRUCTIONS TO VENDORS

1. A Mandatory Bidders Conference is scheduled for MONDAY AUGUST 16, 2004 AT 10:00 A.M. at State Police Troop G Barracks, 149 Prospect Street, Bridgeport, Connecticut.

**ATTENDANCE IS MANDATORY FOR ALL PROSPECTIVE BIDDERS**

2. Questions regarding this RFP must be submitted in writing by MONDAY AUGUST 30, 2004 and addressed to:

   Dawn C. Uraco-DiLullo, Purchasing Officer
   State of Connecticut
   Department of Public Safety
   1111 Country Club Road
   PO Box 2794
   Middletown, CT 06457-9294

3. Bidders may be requested to meet with the Screening Committee to review their proposal in detail.

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

5. RFP response must be in a sealed envelope with the following notation clearly written on the envelope:

   REQUEST FOR PROPOSAL - STATE POLICE TROOP G BARRACKS AND WEST HAVEN TOLL BOOTH BUILDING

6. Vendors must structure the response as outlined in this RFP.

7. The Proposal must be signed by an authorized official and include the name, title, address and telephone number of all individuals with authority to negotiate and contractually bind the company.

   Provide the names and titles of those individuals who may be contacted to clarify any information provided.

8. Sealed proposals must be received by 2:00 PM on MONDAY SEPTEMBER 13, 2004 and addressed to:

   Dawn C. Uraco-DiLullo, Purchasing Officer
   State of Connecticut
   Department of Public Safety
   1111 Country Club Road
   PO Box 2794
   Middletown, CT 06457-9294

   NOTE: The Department of Public Safety reserves the right to reject proposals, which are substantially incomplete.

The Department will not allow the submission of any additional written information after the RFP submission deadline date.

9. Please submit five (5) copies of your proposal.

**THE DEPARTMENT OF PUBLIC SAFETY RESERVES THE RIGHT TO REJECT ANY OR ALL PROPOSALS.**

## CONDITIONS OF THIS PROPOSAL

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 of Connecticut, Department of Public Safety reserves the right to accept/reject any or all proposals submitted for consideration.

2. Conformance with Statutes - any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.

3. Ownership of Proposals - All proposals in response to this RFP are to be the sole property of the State of Connecticut, Department of Public Safety and subject to the provisions of CGS Section 1-19 (Freedom of Information).

4. Oral Agreements - Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superceded by the written agreement.

5. Amending or Canceling Requests - the State of Connecticut, Department of Public Safety 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 of Connecticut, Department of Public Safety reserves the right to reject the proposal of any vendor, which is in default of any prior contract or for misrepresentation.

7. Clerical Errors in Awards - The Department 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. Vendor Presentation of Supporting Evidence - A vendor, if requested, must be prepared to present evidence or experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in this proposal.

10. Changes to Proposal - No additions or changes to the original proposal will be allowed after submission. While changes are not permitted, clarification at the request of the Department may be required at the bidder'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 Department of Public Safety participated directly or indirectly in the vendor's proposal preparation.

12. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

13. The successful firm, along with Agency personnel involved with the selection, shall be required to sign and notarize Sworn Affidavits, as per the requirements of The Office of The Attorney General Integrity In State Contracting Policy - As per Attached. Affidavits must be completed for review and acceptance by The Office of The Attorney General, PRIOR to official award of Contract.

# NOTIFICATION TO PROPOSERS

The contract to be awarded is subject to contract compliance requirements mandated by Section 4a-60 and 4a-60a of the Connecticut General Statutes; and when the awarding agency is the State, Sections 46a-71(d) and 46a-81i(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies which establish a procedure for the awarding of all contracts covered by Sections 4a-60 and 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 belong to a person or persons: "(1) who are active in 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 sub-section (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) Persons who have origins in the Iberian Peninsula ... (4) Women ... (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians ..." A business owned by an individual(s) with a physical disability is also a minority business enterprise as provided by Section 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) 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 to 46a-68-17, inclusive, 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 workforce is at or near parity when compared to the racial and gender composition of the workforce 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 Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

# EVALUATION OF PROPOSAL

**CRITERIA**

Each proposal will be evaluated by a screening committee, consisting of DPS Purchasing, Facilities Management, and Troop G personnel, against the following criteria to determine which vendor is most capable of implementing the Department's requirements:

1. Vendor's ability to do the specified work
2. Vendor's understanding of the project, its purpose and scope, as evidenced by the proposed approach and the level of effort
3. Competitiveness of proposed cost
4. Availability and competence of personnel
5. Conformity with specifications contained herein
6. Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO)
7. Applicability to the Department's requirements for small business set-aside program
8. Presentation to a screening committee

**TIME LINE**

| | | |
|---|---|---|
| 1. | Advertise/Promulgate RFP | AUGUST 03, 2004 |
| 2. | Bidders Conference | AUGUST 16, 2004 |
| 3. | Deadline for Questions on RFP | AUGUST 30, 2004 |
| 4. | RFP Submittals | SEPTEMBER 13, 2004 |
| 5. | Review of RFP | WEEK SEPT. 13, 2004 |
| 6. | Negotiate Contract | WEEK SEPT. 20, 2004 |
| 7. | Implement Contract | OCTOBER 01, 2004 |

# STATE POLICE TROOP G
149 Prospect Street, Bridgeport, CT

## JANITORIAL SPECIFICATIONS
## SPECIAL REQUIREMENTS

HOURS OF CLEANING: Cleaning shall be performed Monday thru Friday, except State Holidays. Hours to be coordinated with Commanding Officer (LT) or Master Sergeant.

- Kitchen – Floors only to be cleaned daily.
- Offices – To be cleaned Once per Week; Only those offices left unlocked shall be cleaned – Offices locked shall not be cleaned.
- Meeting Rooms and Conference Rooms – To be cleaned Once per Week.
- Bathrooms (7) – Shall be cleaned daily, Including Male/Female Shower Areas and Locker Areas. To Include LT and M/Sgt. Bathrooms.
- Weight Room/Gym – Shall require Daily cleaning; Mold Control.
- Restricted Areas of Troop shall NOT be accessed.
- There may be special requirements to be performed weekends; To be coordinated with Commanding Officer.
- Radio Room cleaning to be coordinated with Commanding Officer.
- Garage – To be cleaned twice per week. Sand shall be swept in winter, average once per month.
- Cell Block Areas – To be coordinated with Commanding Officer.

Contractor shall furnish all Labor, Equipment, and Cleaning Supplies necessary for the performance of duties. Contractor must have OSHA Product Safety Data Sheets available on site for all material used in performance of duties.

Contractor shall maintain work force sufficient to perform required duties. Contractor shall provide man-hour schedule.

Contractor's employees shall be neat and clean in appearance, and wear uniform with contractor's identification emblem and/or identification badge.

Cleaning will be done in such a manner to minimize disruption.

Contractor's employees will be required to have State Police Background Checks, including but not limited to, Background Check and Fingerprinting. Contractor shall provide required employee information NO LESS THAN 48 HOURS prior to assigning an employee on-site.

Contractor shall be responsible for the repair or replacement cost of any damage to State and/or personal property caused by the use, misuse, or negligence of the contractor's employees. Contractor is responsible for reporting, in writing, within 72 hours the occurrence of damage to State property. Failure to report the damage within the specified time shall be cause for termination.

The contractor shall carry adequate Property Damage and Public Liability Insurance, Workers Compensation and Employees Liability Insurance in statutory amounts. Contractor shall provide to using State Agency certificates of compliance prior to start up of work.

Contractor's employees working on-site shall be bonded, OR contractor accepts all responsibility.

Contractor is responsible for training his employees in the security requirements of the Agency, and will be responsible for enforcing the security rules as they apply to his employees.

In addition to Agency security rules and regulations, the contractor shall inform his employees of the following:

1. No guns, knives, or other dangerous weapons are allowed on State property.
2. No dangerous drugs, or other prohibited substances, including alcohol, are allowed on State property.
3. No unauthorized personnel, including children, shall be allowed on State property.
4. All keys and/or card control access to the building(s) will be furnished by Agency to contractor. All keys remain the property of the Agency and shall not be duplicated by the contractor or his employees. All keys shall be returned to the Agency upon request. A charge will be assumed for any keys not returned. Contractor will assume the cost of re-keying building(s) if keys are lost or stolen by him or his employees.
5. The use of State telephones is strictly prohibited, except in an emergency situation, with the consent of Agency personnel.

Contractor shall direct his supervisory personnel to secure all entrances and exits during operation, and lock all doors and windows when leaving the premises.

Contractor shall maintain control of his employees. Any employee whose conduct is objectionable shall be immediately removed from the premises at the request of the Agency designee.

Contractor will correct all contractual requirements that are performed poorly, at no additional cost to Agency.

Contractor shall furnish and maintain in first class condition all equipment required to perform duties. Any equipment found unsuitable for the work shall be removed from the premises and replaced with an approved type.

Contractor furnished equipment shall be engraved, or otherwise permanently identified, in a neat manner so that ownership can be readily determined.

All electrically operated equipment shall possess proper grounding capabilities and must be grounded when in use.

Contractor shall comply with all provisions of Substitute House Bill No. 1056, Public Act 99-142, An Act Setting Standard Wage Rates for Certain Service Workers. Information regarding this Public Act and when it applies can be obtained from DOL (Department of Labor) web site. Questions concerning the provisions and implementation of this act should be directed to Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT Tele 860-263-6790.

# CONNECTICUT DEPARTMENT OF PUBLIC SAFETY

## Facilities Management

294 Colony Street Bldg. #13
Meriden, CT 06451
Telephone: (203) 238-6540
Fax Number: (203) 238-6088

DATE: 8/12/04

TO: Manny Becerra, DPW

RE: RFP Sample

FROM:

- ☒ Bruce Bellucci, Chief of Engineering Services
- ☐ Phil Groski, Building Superintendent
- ☐ Jean Ouellette, Secretary 2
- ☐

☐ Urgent ☐ Please Reply ☐ For Your Review

REMARKS:

I am faxing a sample Property Management RFP to you in two parts as it is quite lengthy.
The first fax will consist of:

| | |
|---|---|
| >Janitorial Specifications | 8 pages |
| >Office of the Attorney General Integrity in State Contracting Policy | 7 pages |
| >Contract Compliance Policy Statement | 2 pages |
| >In accordance with Public Act 88-351.... | 1 page |

Let us know if we can be of further assistance.

CONFIRM RECEIPT: ☐ YES ☐ NO

Please notify us if all ___19__ pages (including cover sheet) are not received, or if you are not the addressee.

FAX COVER SHEET

# JANITORIAL SPECIFICATIONS

149 Prospect Street
Bridgeport, CT

A. **Standard Daily Services:**

- Empty and clean all trash receptacles, replace liners as required, remove collected trash to designated area.
- Empty recyclable paper trash containers, place collected paper into storage hampers, take to reclamation area as directed.
- Hand dust with treated cloth all horizontal surfaces including and without limitations, furniture, office equipment, window sills, door ledges, chair rails, desk lamps, lamps, files, fixtures, paneling, grillwork.
- Wipe clean all glass topped furniture with glass cleaner.
- Wipe clean brass and other bright metal finishes.
- Glass Doors/Windows - clean marks off the glass on both sides.
- Wipe all table tops.
- Wipe clean accessible window sills and ledges.
- Maintain the main areas in a clean and orderly fashion - sweep and wet mop as needed.
- Pick-up trash outside the building entrances and maintain the main entrances in a clean and orderly fashion.
- Rearrange furniture as directed to maintain a neat appearance.
- Spot clean carpet areas as necessary.

B. Weekly Services

1. All furniture dusted completely - tops of desks, tables, credenzas, etc., do not disturb any papers or files on desk tops.
2. Clean all light switches and doors.
3. Spot clean all walls as necessary.
4. Hand dust grillwork within normal reach.
5. Dust high and low areas (e.g. pictures, clocks partition tops, ledges etc.)
6. Thorough vacuuming of all carpeted areas (two times per week).
7. Sanitize telephone hand sets.
8. Clean all door jams and thresholds.
9. Damp mop all hardwood floors.
10. Damp mop all stairwells, entrance ways, corridors, hall ways.

2. **RESTROOMS;**

A. **Standard Daily Services**

1. Floors and Tile: Floors will be swept clean and wet-moped using a germicidal detergent approved by owner. The floors will then be mopped dry with all water marks and stains wiped from walls and metal partition bases.

2. Metal Fixtures: Wash and polish all mirrors, powder shelves, bright work (including exposed piping below wash basins, towel dispensers receptacles and any other metal accessories). Contractor shall use only non-abrasive, non acidic material to avoid damage to metal fixtures.

3. Ceramic Fixtures: Scour, wash and disinfect all basins, bowls and urinals with germicidal detergent solution, including tiles walls near urinals. Special attention must be taken to inspect and clean areas of difficult access, such as the underside of toilet bowl rings and urinals, to prevent building up of calcium and iron oxide deposits. Wash both sides of all toilet seats with approved germicidal solution and wipe dry. Toilet seats to be left in an upright position.

4. Walls and Metal Paritions: Damp wipe all metal toilet partitions and modesty screens and tiled walls using approved germicidal solution. All surfaces are to be wiped dry so that all wipe marks are removed and surface has a uniformly bright appearance.

Dust the top edges of all partitions, ledges and mirror tops.

5. Empty All Receptacles: Trash, sanitary napkins etc. (damp wipe all containers).

6. All Dispensers to be Filled: Including toilet paper, hand towels, soap.

7. Wipe the top and sides of all partitioning.

## 3. LOBBIES, STAIRWELLS & ENTRANCES;

### A. Standard Daily Service:

1. Sweep or dust mop all bare floor areas.
2. Clean all mats (top and below mat areas).
3. Spot clean all office entrance doors and doors to restrooms.
4. Spot mop spillage as necessary.
5. Spot clean building artwork, dust interiors and clean glass.
6. Clean all drinking fountains, polish as needed, clean sides.
7. Keep fire hose and extinguisher cabinets clean inside and outside.
8. Hard surface floors - All hard surfaced floors are to be mopped with a treated dust mop and maintained as needed to preserve and retain uniformly bright appearance, with particular attention to edges, corners and behind doors. All spills and stains will be removed with damp mop or cloth. No abrasive cleaner will be used.
9. Walls - All walls will be spot-cleaned to remove all smudges, stains and hand marks, using only clean water or mild cleansing agent where necessary. No abrasive cleaner will be used.
10. Doors and Jambs - All doors and jambs will be spot-cleaned to remove any marks, stains, spills or smudges (use only clear water or a mild cleansing agent where necessary.) Rinse with clear water and dry.
11. Glass Doors and Partitions - All glass doors and partitions,

including any directory glass, will be spot-cleaned to remove any finger marks, smudges or stains and will be left in a uniformly clean and bright condition, free of all dust and streaks.

12. Miscellaneous Metalwork - All metalwork, such as door hardware and frames, metal lettering and other accessories will be wiped clean and polished, and left uniformly clean and bright condition, free of all dust and streaks.

13. Stairwells - Remove trash and sweep landings and stairs.

**3. ELEVATOR:**

**A. Daily:**

1. Wipe down and spot clean all wall and door surfaces
2. Clean and wet mop all hard surface floors
3. Disinfect floor, walls and wood floors as necessary
4. Clean all door jams
5. Clean all glass partitioning

**B. Weekly:**

1. Shine stainless steel doors
2. Clean elevator lights

## 4. EXTERIOR

### A. Daily:

- Policing - The contractor's personnel will police the exterior entrance ways of the building, picking-up cigarette butts, paper, leaves and any other debris, sweeping up standing water and leaving the area in a neat orderly condition. Any discrepancies or clean-up required beyond normal policing will be reported to the Facilities Management immediately.
- Trash Removal - The dumpster areas are to be kept in an orderly manner with all trash and other goods placed within the proper dumpsters at all times.
- Trash receptacles/cigarette urns - The trash receptacles and urns are to be emptied daily as a minimum and more often as necessary. Clean receptacles and urns as needed.

5. SPECIAL TASKS

A. Quarterly strip and wax all VCT tile floor

B. Annually clean all air diffusers and top of duck work

C. Annually clean all light fixtures

D. Semi-annually clean all cove base

E. Annually implement a comprehensive carpet care program to be pre approved by the owner

F. Semi-annually clean all blinds

G. Maintain all janitorial closets in a clean and orderly fashion at all times

H. As directed sweep clean all mechanical, electrical and telecom rooms and closets

I. After the cleaning is completed for a specific area ensure the lights are turned off

J. Do not attempt to clean locked rooms

K. Do not move papers/books etc. from work surfaces

L. Windows interior/exterior

# OFFICE OF THE ATTORNEY GENERAL
# INTEGRITY IN STATE CONTRACTING POLICY

Effective January 8, 2004, all state contracts and leases, or amendments thereto, requiring payment by the state during the contract or lease term of more than $100,000 shall be accompanied by the following sworn affidavits:

1. By the person who is signing the contract or lease on behalf of the individual or entity seeking a state contract or lease: an affidavit attesting to whether or not the individual or entity or any official, employee or agent of such individual or entity, within ten years prior to the signing of such contract, provided a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a gift for the celebration of a major life event as described in Conn. Gen. Stat. § 1-79(e)(12), to any state official or employee of the contracting or leasing agency or any state official or employee of a state agency or department which has supervisory or appointing authority over the contracting or leasing agency and if a gift was provided, a description of such gift, its value and the approximate date of such gift.

2. By each person involved with the selection of the person or entity for such contract or lease, including but not limited to members of the contract selection or evaluation committee: an affidavit attesting to whether or not such person received, within ten years prior to the signing of such contract, a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a gift for the celebration of a major life event as defined in Conn. Gen. Stat. § 1-79(e)(12) from the individual or entity or any employee, official or agent of the individual or entity seeking or selected for such contract or lease and if a gift was provided, a description of such gift, its value and the approximate date of such gift.

**AFFIDAVIT**
**CONTRACTOR OR LESSOR**
**INTEGRITY IN STATE CONTRACTING POLICY**
**OFFICE OF THE ATTORNEY GENERAL**

I, _____, hereby swear that, during the ten years preceding the date of this affidavit, neither I nor an official, employee or agent of myself or _____ (legal name of entity) have provided or caused to be provided gifts, as defined in Conn. Gen. Stat. §1-79(e), except as otherwise set forth below, including a gift for the celebration of a major life event as described in Conn. Gen. Stat. §1-79(e)(12), to a state official or employee of the contracting or leasing agency or a state official or employee of a state agency or department which has supervisory or appointing authority over the contracting or leasing agency. The contracting agency has provided me with the names of the following agencies or departments that have supervisory or appointing authority over such department:

_____

_____.

COPY

| Name of recipient of the gift | Description of gift and value | Date of gift |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |

Sworn as true to the best of my knowledge and belief, false statement punishable under law:

_____ _____

Print name: Date

Sworn and subscribed before me on this day of , 2004,

_____

Commissioner of the Superior Court/
Notary Public

"GIFT" IS DEFINED UNDER Conn. Gen. Stat. §1-79(e), excluding subdivision (12) as follows:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:
(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;
(2) Services provided by persons volunteering their time;
(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
(4) A gift received from (A) an individual's spouse, fiance or fiancee, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
(5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
(7) A rebate, discount or promotional item available to the general public;
(8) Printed or recorded informational material germane to state action or functions;
(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he

owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;
(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;
(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances;
(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

**AFFIDAVIT**
**PERSON INVOLVED IN CONTRACT OR LEASE SELECTION OR EVALUATION**
**INTEGRITY IN STATE CONTRACTING POLICY**
**OFFICE OF THE ATTORNEY GENERAL**

I, _____, hereby swear that, during the ten years preceding the date of this affidavit, I have not received any gift, as defined in Conn. Gen. Stat. §1-79(e), except as otherwise set forth below, including a gift for the celebration of a major life event as described in Conn. Gen. Stat. §1-79(e)(12), from the following individual or entity or any employee, official or agent of such individual or entity,

_____

_____ (list the legal name of the contractor or lessor and any other individual or entity seeking this contract or lease or employee, official or agent of such individual or entity). I am listing all such gifts below:

| Name of provider of the gift | Description of gift and value | Date of gift |
|---|---|---|
| 1. | | |
| 2. | | |
| 3. | | |
| 4. | | |
| 5. | | |

COPY

Sworn as true to the best of my knowledge and belief, false statement punishable under law:

_____ _____
Print name: Date

Sworn and subscribed before me on this day of , 2004,

_____
Commissioner of the Superior Court/
Notary Public

"GIFT" IS DEFINED UNDER Conn. Gen. Stat. §1-79(e), excluding subdivision (12) as follows:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:
(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;
(2) Services provided by persons volunteering their time;
(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
(4) A gift received from (A) an individual's spouse, fiance or fiancee, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
(5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
(7) A rebate, discount or promotional item available to the general public;
(8) Printed or recorded informational material germane to state action or functions;
(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the

business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;
(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;
(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances;
(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

# STATE OF CONNECTICUT

DEPARTMENT OF PUBLIC SAFETY
1111 Country Club Road
P.O. Box 2794
Middletown, CT 06457-9294


## CONTRACT COMPLIANCE POLICY STATEMENT

The contract to be awarded is subject to the Contract Compliance regulations effective July 1, 1986. These regulations set forth specific obligations of both a state agency and contractors with the State of Connecticut.

Before awarding this contract, the Department of Public Safety will consider the following factors:

a. The bidder's success in implementing an Affirmative Action Plan.
b. The bidder's success in developing an apprenticeship program complying with Sections 46a-68-17, of the Connecticut General Statutes, inclusive.
c. The bidder'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 gender composition of the work force in the relevant market area.
d. The bidder's promise to set aside a portion of the contract for legitimate minority business enterprises.

To provide the Department of Public Safety with the information necessary to make a decision in regard to the contract, all potential contractors will be required to complete and sign the enclosed form. If you are already providing this information to other state agencies, please forward a copy of this information to us.

The Department of Public Safety is committed to Affirmative Action. In accordance with this commitment, the Department of Public Safety will not knowingly do business with any contractor, subcontractor, bidder or supplier of materials who discriminates against members of a protected class.

Sincerely,

Arthur L. Spada

Arthur L. Spada
COMMISSIONER

*An Equal Opportunity Employer*

EMPLOYMENT INFORMATION FORM
SP-307-C (Rev. 11/91)

STATE OF CONNECTICUT
DEPARTMENT OF PUBLIC SAFETY

**FOR CONNECTICUT VENDORS ONLY:**

NOTE: YOU ARE NOT REQUIRED TO COMPLETE THIS FORM IF YOU EMPLOY LESS THAN 25 PEOPLE WITHIN CONNECTICUT AND WILL NOT BE SUBCONTRACTING ON THIS CONTRACT.

FIRM/CONTRACTOR | CONTACT PERSON | DATE

ADDRESS | PHONE NUMBER | CONTRACT AWARD NUMBER

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

| JOB CATEGORIES | OVERALL TOTALS (Sum of all Columns, A thru F - Male and Female) | A WHITE (NOT OF HISPANIC ORIGIN) | | B BLACK (NOT OF HISPANIC ORIGIN) | | C HISPANIC | | D ASIAN OR PACIFIC ISLANDER | | E AMER. INDIAN OR ALASKAN NATIVE | | F PHYSICALLY DISABLED | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| | | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE | MALE | FEMALE |
| Officials and Managers | | | | | | | | | | | | | |
| Professionals | | | | | | | | | | | | | |
| Technicians | | | | | | | | | | | | | |
| Sale Workers | | | | | | | | | | | | | |
| Office and Clerical | | | | | | | | | | | | | |
| Craft Workers (Skilled) | | | | | | | | | | | | | |
| Operatives (Semi-skilled) | | | | | | | | | | | | | |
| Laborers (Unskilled) | | | | | | | | | | | | | |
| Service Workers | | | | | | | | | | | | | |
| TOTALS ABOVE | | | | | | | | | | | | | |

Have you been successful in implementing an affirmative action plan? ☐ YES ☐ NO

Has your firm been successful in developing an apprenticeship program? ☐ YES ☐ NO

Do you use minority businesses as subcontractors or suppliers? ☐ YES ☐ NO

Feel free to attach a narrative describing any practices which show that you hire, train and promote employees without discrimination.

**In accordance with Public Act 88-351 the contractor agrees and warrants that:**

(a) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. Sec. 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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants loans insurance or guarantees.

(b) (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 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, 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 worker's 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 Conn. Gen. Stat. Secs. 46a-68e and 46a-68f, and with each regulation or relevant order issued by said commission pursuant to Conn. Gen. Stat. Secs. 46a-56, as amended by Section 5 of Public Act 89-253, 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. 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) 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.

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

(e) The contractor shall include the provisions of subsection (b) of this section 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 Conn. Gen. Stat. Secs. 46a-56, as amended by Section 5 of Public Act 89-253; 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.

(f) The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

# APPENDIX V

**DOT's:** • **RFP**

# REQUEST FOR PROPOSALS

for

# RAILROAD STATION, STATION PARKING LOT AND GROUNDS MAINTENANCE

at

## SHORE LINE EAST RAILROAD STATIONS
## NEW HAVEN, BRANFORD, GUILFORD, MADISON, CLINTON, WESTBROOK

VOLUME I

PROPOSAL CONDITIONS & REQUIREMENTS

April 19th, 2002

PROPOSAL ITEM NUMBER 041902

DEPARTMENT OF TRANSPORTATION
STATE OF CONNECTICUT

## TABLE OF CONTENTS

Article I - Information and Instructions for Proposers.....1

Article II - Special Instructions.....5

Article III- Proposal Requirements and Procedures.....6

Article IV - Scope of Work.....7

Article V - Administration.....10

Article VI - Management Controls.....10

Article VII- Insurance.....11

Article VIII-Evaluation of Proposals.....12

Article IX - Proposal Schedule.....14

Proposal Forms.....15

Form E-1 "Proposer's Questionaire".....16

Form E-2 "Proposal to Provide..."....17

Form E-3 "...Questionaire".....22

Form E-4 "...List of Subcontractors To Be Used".....27

Form E-5 "Cost Proposal Summary Sheet".....30

Legal Notice.....31

List of Maps:

State Street Station, New Haven.....32

Branford Station.....33

Guilford Station.....34

Madison Station.....35

Clinton Station.....36

Westbrook Station.....37

Old Saybrook Station.....38

## ARTICLE I - INFORMATION AND INSTRUCTIONS FOR PROPOSERS

**Submit by _3_p.m., E.S.T. on May 10, 2002**

1. The Commissioner of Transportation, State of Connecticut pursuant to the provision of Section 13b-34 of the Connecticut General Statutes, as revised, will entertain proposals which are not intended to be nor will be considered as bids, but only as proposals, from interested proposers to provide year-round railroad station, station parking lot and grounds maintenance at six (6) Shore Line East Railroad Stations in the towns of New Haven, Branford, Guilford, Madison, Clinton and Westbrook, Connecticut.

Those proposers responding to this request for proposal (RFP) shall demonstrate that they possess substantial knowledge and experience in all relevant areas contained in their proposal. Verification and demonstration of such knowledge and experience must be sufficient to convince the Commissioner of the viability of the proposal. Said experience shall have been for a period not less than three (3) years immediately preceding the date of this proposal. The Commissioner, at his sole discretion, shall determine which, if any, proposal is in the best interest of the State. Nothing contained in this RFP is to be construed as creating any right in any proposer and the Commissioner may reject any or all of the proposals received without prejudice.

The State will enter into a 2-year Sub-Operating Maintenance Agreement with the selected proposer with an option to renew the agreement for an additional one (1) year period that may reflect an increase in the scope of work.

2. Proposals are subject to the requirements and policies herein contained, the laws of the United States of America, and the conditions, practices and regulations and laws of the State of Connecticut.

**Proposers are advised that a Small Business Enterprise (SBE) sub-contractor goal of 25% will be required on this project. Within your submittal, you must designate the SBE contractor that you are likely to use. The SBE firm must be certified by the Department of Admistrative Services.**

The proposer acknowledges that this RFP and any resulting negotiations and agreements are subject to action by the Attorney General, and that the Department of Transportation has assumed no responsibility to the proposer for the result of any such action. Any recommendations and conclusions from this RFP process concerning the proposal shall not construe a right, properly or otherwise, under the Constitution of the United States, or the Constitution, Case and/or Statutory law of the State of Connecticut. The proposer waives any right it may have to bring any claim, whether as damages or equity, against the State of Connecticut, the Department of Transportation, its agents and employees, with respect to any matter arising out of any process associated with the RFP.

3. **All prospective proposers must attend a MANDATORY pre-proposal meeting on April 26, 2002, by meeting in Conference Room B, New Haven Railroad Station Building, 4th Floor West, 50 Union Avenue, New Haven, Connecticut, at 10 a.m.** An inspection of the proposed site locations (New Haven, Branford, Guilford, Madison, Clinton and Westbrook) will follow the pre-proposal meeting.

4. Proposals must be submitted in writing on the attached Proposal Forms (Questionnaires), Forms E-1 through E-5, on pages 16 through 30 of this RFP, with any additional information the proposer may deem necessary to demonstrate to the Commissioner its financial strength, business reputation, reliability and any other attributes it considers important to the selection.

The Connecticut Department of Transportation (CDOT) has diligently prepared this RFP and has presented all known pertinent data as accurately and as completely as possible. This data is provided for general information purpose only. This information will not form a part of the Sub-Operating Maintenance Agreement to be awarded to the successful proposer. The State does not guarantee or warrant the correctness of this information nor will any significant alteration of activity, from that suggested by the data, give rise to any obligation on the part of the State of Connecticut to later alter the Sub-Operating Maintenance Agreement. Moreover, the State accepts no responsibility for any omissions or deletions of information relating to this RFP.

No proposal will be accepted from or Agreement awarded to any person, firm, or corporation that is in arrears or is in default to the State of Connecticut upon any debt or contract or that is in default as a surety or in any other manner is in default of any obligation to the State. Additionally, no Agreement shall be awarded to any person, firm, or corporation that has failed to perform on any prior or previous contract, maintenance agreement, or license with the State. Nor will an Agreement be awarded to any firm that is not registered with the Secretary of State's Office to conduct business in the State of Connecticut.

5. **Proposals should be mailed or delivered so as to be received no later than 3 p.m., E.S.T. on May 10, 2002, in the Property Management Unit of the Office of Rail, Connecticut Department of Transportation, Bureau of Public Transportation, Union Station, 4th Floor West, 50 Union Avenue, New Haven, CT 06519.** Proposals received after that time and date will not be considered. Proposals submitted to any State entity other than the above will not be considered.

6. **Proposals will be accepted for a term of (2) two years** with an option to renew the agreement for an additional one (1) year period that may reflect an increase in the scope of work. Please note that the requirements contained herein should be construed as minimums only. Innovative modifications that may be in the State's best interest will be considered during the proposal evaluation process.

7. The selected proposer shall be required to comply with all applicable equal opportunity laws and regulations of the State of Connecticut. All persons are invited to submit their proposals without regard to race, color, religious creed, age, national origin, sex, marital status, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by the proposer that such disability prevents performance of the work involved.

8. The Commissioner reserves the right to amend final terms and conditions of the applicable Agreement, when issued, with the selected proposer, and to reject any or all proposals without cause or liability and to accept that proposal which will, in his opinion, best serve the public interest and CDOT.

9. Surety, in the amount of Ten Thousand Dollars ($10,000), must accompany each proposal. The surety shall guarantee that if the proposer is selected it will negotiate final terms and conditions and promptly enter into an agreement with the State when the final terms are satisfactory to both parties. If unable to agree, the State reserves the right to negotiate with another proposer.

10. Proposers shall promptly notify the Point of Contact for this RFP (see para. 13 below) in writing of any ambiguity, inconsistency or error in the documents issued. Requests for interpretations, answers, or information must be received no later than seven (7) calendar days before the proposal due date. Binding replies will be provided in writing and sent by certified mail or facsimile to all proposers of record. Any verbal communications by any person regarding this RFP will not be binding.

11. The documents required to be submitted for this proposal are listed in paragraph 14 below and shall be complete in all respects, typed, submitted in the order specified, and bound in an 8 1/2 X 11 inch volume.

12. The selected proposer will be given five (5) working days from the date of receipt of the Sub-Operating Maintenance Agreement for review and signature. If, by the end of that five (5) day period, the State has not received the executed Agreement along with the necessary insurance certificate, corporate resolution, if needed, and surety documents from the selected proposer, the Commissioner may, at his option, rescind the selection, call the proposal surety and proceed with selection of another proposer, if so desired. In such event, the previously selected proposer shall have no recourse against the Commissioner or the State.

BLANK SPACE

13. The Point of Contact (POC) for this RFP is:

Ron J. Boremski Phone: 203-789-7659
Property Management Unit Fax: 203-789-7188
Office of Rail, CDOT
Union Station, 4th Floor West
50 Union Avenue
New Haven, Connecticut 06519

Any questions or comments concerning this RFP must be directed only to Mr. Ron J. Boremski in writing. CDOT will attempt to reply, in writing, to any written questions that it receives within three (3) business days of receipt. CDOT does not guarantee that proposers will receive responses to questions by any particular date. CDOT may not be able to send out responses to questions in time for proposers to submit their proposals if CDOT does not receive the questions prior to seven (7) calendar days before the proposal due date. At the discretion of CDOT, copies of pertinent questions and related replies will be distributed to all proposers originally issued a copy of the RFP **and** who attended the mandatory pre-proposal meeting. CDOT may, at its sole discretion and at the request of proposers, orally communicate responses to proposers if it is likely that written responses will not reach them prior to the proposal date. A written confirmation, clarification, or correction will follow the oral communication. However oral communications notwithstanding, proposers may rely only on the written document which follows.

14. Six (6) identical copies of the proposal shall be submitted and each must include the following items IN THIS ORDER:

A. Cover Letter

B. Proposer's Questionnaire, Form E-1

C. Proposal Statement, Form E-2

D. Property Management Firm and Related Services Questionnaire, Form E-3

E. Proposed Subcontractor(s) Questionnaire, Form E-4

F. Cost Proposal, Form E-5, and

G. Surety ($10,000)

## ARTICLE II - SPECIAL INSTRUCTIONS

1. COVER LETTER: Introduce your firm and provide a narrative description of your proposal. The proposal must include information to indicate whether or not you have ever been declared bankrupt? If applicable, indicate the date, court jurisdiction, amount of liabilities and amount of assets.

2. PROPOSAL FORMS: Complete the Proposal Forms (Questionnaires), Forms E-1 through E-5, on pages 16 through 30 of this RFP. Use the legal name of the proposer on the forms and its principal place of business.

Sums shall be expressed in U.S. currency in both words and figures. If there is a discrepancy between the two amounts, only the amount written in words shall be considered. Costs entered on all forms shall include labor, material, overhead, profit and all associated costs.

Proposals shall be signed by the person, or persons, legally authorized to bind the proposer to a contract. A proposal by a corporation shall further identify the state of incorporation and bear the corporate seal and shall include a corporate resolution authorizing the person or persons to sign the proposal. A proposal submitted by an agent shall have a current power of attorney attached certifying to the agent's authority to act on behalf of the proposer.

3. PROPOSED SUBCONTRACTOR QUESTIONNAIRE: Provide complete and specific data on this form for all firms and/or entities you intend to use as subcontractors to accomplish the Scope of Work described in this RFP.

4. COST PROPOSAL: Complete and submit the attached "Cost Proposal Summary Sheet" by entering, in the appropriate spaces, your prices for the fixed cost items requested. Be advised the selected proposer will not incur Connecticut Sales & Use Tax for supplies, materials, equipment and services used in direct connection with providing services under the Sub-Operating Maintenance Agreement awarded to the successful proposer.

5. SURETY: Surety, in the amount of Ten Thousand Dollars ($10,000), must accompany the proposal. The surety may be in the form of a bond, a cashier's check or, preferably, by an irrevocable letter of credit. The bond and irrevocable letter of credit must be drawn from a surety organization in the United States of America authorized to do business in the State of Connecticut and shall be made payable to the Connecticut Department of Transportation; and the cashier's check shall be made payable to the Treasurer, State of Connecticut. Checks made payable to any other official or agency will not be accepted.

## ARTICLE III - PROPOSAL REQUIREMENTS AND PROCEDURES

1. BACKGROUND: Since the Shore Line East (SLE) Railroad service was opened in May 1990, five of the subject stations have been cleaned, maintained, and otherwise cared for by the Connecticut Department of Transportation Rail Operations Unit through a combination of vendor-in-place, railroad, and town forces. The sixth, the State Street Station in New Haven, is brand-new.

2. EXISTING STATION AND EXPANSION OF STATION DESCRIPTIONS: Although not to be included in your Proposal, the State of Connecticut does anticipate the need to amend the Scope of Work sometime after an Agreement is awarded. The first will be for snow removal and maintenance responsibilities associated a new Old Saybrook Commuter Parking Lot that will abut the existing Amtrak Parking Lot. The land is approximately 1.2 acres and will yield approximately 100 parking spaces. This parking lot should become operational within one year.

The second amendment will be related to the planned replacement of four of the existing SLE stations with completely new and much large structures over the next two to three years. They will be similar to that being currently built in Old Saybrook. Two of these stations (Branford and Guilford) should become operational within the two-year Agreement period, while the other two (Madison and Clinton) within the option year. When the first two stations become operational, the scope of work will be amended for their care. Once all four SLE stations are operational a new RFP will be issued.

3. RFP GOALS: The intent of this RFP is to select a proposer who will provide complete year-round snow removal and grounds maintenance for lawns, trees, shrubs, sidewalks, driveways, roads and parking lots at the previously identified six (6) SLE railroad stations facilities as they exist today exclusive of areas specifically maintained by Amtrak personnel. And, in the case of the State Street Station in New Haven, providing maintenance and cleaning of the Station building structure.

4. MANAGEMENT: CDOT is the operator of the Railroad Station commuter-parking facilities and State Street Station building that are the subject of this RFP, and is the issuing source for this Request for Proposal. The successful responder will be expected to sign a Sub-Operating Maintenance Agreement with CDOT. All legal, financial and operational matters will be coordinated through CDOT.

Responding firms should expect the establishment of management controls (see Article VI, page 10) which allow appropriate CDOT review and control in general and specific interface with AMTRAK.

Proposers must agree to maintain mutual coordination and cooperation with the State as well as any and all other contractors and/or applicable railroads involved with concurrent or overlapping projects or operations undertaken at the Stations once advised of same by the State.

## ARTICLE IV - SCOPE OF WORK

1. AREA OF RESPONSIBILTY: All work to be performed within the Scope of Work of this RFP are to take place within, on and specifically limited to the designated areas highlighted in yellow on the six (6) Railroad Station Maps on pages 31 through 36 of this RFP; and is hereinafter and collectively referred to as the "PREMISES". They are the responsibility of the contractor subject to these specifications. The maps are part of the contract specifications and must be adhered to as such.

2. GROUNDS MAINTENANCE (only for Branford, Guilford, Madison, Clinton & Westbrook Stations):

A. General Statement: Work (fixed price) under this section shall consist of weed trimming, and regular trash and litter pickup. All materials, labor, equipment, and supplies are to be furnished by the contractor.

B. Weed Control: Pre-Emergent and Post-emergent application of an approved material (round-up or oust) will be applied to vegetation. One (1) pre-emergent application will be applied each year between March 18th and April 15th and one (1) post-emergent application will be applied each year between July 8th and July 29th.

C. Weed Trimming: Vegetation shall be maintained at a minimum height of 2½-inches with clippings cast evenly on the lawn/ground surface. Frequency shall be sufficient to keep the site neat in appearance and prevent the need for raking and clipping removal, at least once per month during the growing season. If raking and clipping removal are required, it shall be at no additional cost to the State and clipping disposal shall be the responsibility of the contractor in accordance with environmental regulations. Weed trimming shall extend one (1) foot beyond all guardrails, without going on the other side of the guardrail, unless otherwise indicated on the attached PREMISES Maps.

D. Fall Leaf Removal: Leaves shall be raked, gathered, and removed from the entire site, including between shrubs, once in mid-October and a second time at the end of November. Also, areas with pine needles are to be cleaned up during this time. The disposal of leaves and pine needles off site if the responsibility of the contractor in accordance with Department regulations.

E. Tree and Shrub Maintenance: Storm damage shall be taken care of within 24 hours after the end of the storm. Tree and shrub maintenance shall include the removal of unsafe trees, storm damaged trees and limbs, broken limbs, directional pruning to develop central lead shade tree heads and open heads for flowing trees, naturalistic pruning for evergreens, and the removal of dead trees.

F. Regular Trash and Litter Pickup and Removal: The contractor shall police the PREMISES, including, as applicable, shrub beds, sidewalks, walkways, driveways, parking areas, and storm drains every week throughout the entire year and/or rake so as to remove all trash, litter, broken branches, and debris from all areas. Trash contained in the State-provided trashcans will be emptied at that time. The off site disposal of litter, trash and debris is the responsibility of the contractor. The contractor will ensure all trash cans and bicycle racks are positioned correctly on their respective assigned locations. The proposer, at its cost, can position a dumpster at each of the Stations (other than State Street) to facilitate trash disposal.

G. Paved/Improved Parking Lot and Walkway Surface Maintenance: Repair potholes, cracks and surface depressions as necessary and applicable to maintain the parking lots and walkways of the PREMISES in the same state of repair as existed at the commencement of the Sub-Operating Maintenance Agreement's term.

3. SNOW REMOVAL:

A. General Statement: Fixed price snow plowing and snow removal activities for parking lots, walkways, sidewalks and driveways within the PREMISES shall commence when its depth reaches (2) inches. If freezing rain, sleet or hail occurs, the proposer will sand parking lots, walkways, sidewalks and driveways. The proposer will be responsible to provide storm coverage during SLE weekly day and evening operating hours. Snow plowing, snow removal and ice control operations will begin no later than 4:00 am Monday through 9:30 pm on Fridays. SLE does not operate on Saturday, Sunday, Christmas Day, New Years Day, Memorial Day, Independence Day, Labor Day or Thanksgiving Day. All damage to curbs, light poles/fixtures, concrete work, fences, signs/sign posts, parking lots, and plantings resulting from snow removal operations is the sole responsibility of the contractor and shall be repaired or replaced in kind at no cost to the State after each year's snow season. Prior to the end of the snow season, the contractor shall remove all sand, debris, and other material that has been deposited on the property during the winter. All lawn areas, shrub beds, fence lines, and planting areas shall be raked and left clean. Grass areas will be re-seeded if needed. All such debris as stated above shall also be removed from non-PREMISES areas if such material was deposited during snow operations.

The contractor may be called to the premises by the State if a minor storm or snow squall occurs during the night having a potential to create hazardous conditions, which may or may not result in two (2) inches or more of snow accumulation. The contractor must respond within 1-1/2 hours with all equipment and personnel required.

NOTE: The contractor shall respond automatically (without receiving a call from the State) with the appropriate staff and equipment whenever any storm deposits two (2) inches or more of snow.

B. Safety Requirements: All contractor employees involved in any portion of snow removal operations shall wear fluorescent, State approved safety vests at all times. All equipment must be in good working order and meet all current OSHA requirements. All vehicles must have flashing yellow beacons. The contractor must not leave any snow piles that block sight lines at stop signs, traffic signals, or exits that exceed three (3) feet height at any time.

4. STATE STREET STATION REQUIREMENTS (FIXED PRICE):

A. Elevator: Provide routine oil and grease servicing of the elevator for the first year of its operation, then all maintenance and servicing of it thereafter. The State, however, **will not** be responsible for any service agreements the proposer may enter into for this function beyond the two-year term of the Sub-Operating Maintenance Agreement between the successful proposer and the State. See Vol. II of this RFP for detailed specifications.

B. Fire Alarm Systems (Elevator and Automatic Door Opener): The proposer is responsible for maintaining both of these systems. See Vol. II of this RFP for detailed specifications.

C. Light Bulb Replacement: The building construction contractor is responsible for all light bulb (materials only) replacement for the first year of Station operation. In that regard, that contractor will initially turn over to the proposer, through the State, a 15% bulb inventory that the proposer will install as necessary. If more bulbs are needed during the first year, they will be provided at no cost to the proposer, but again, the proposer installs them at its cost. Thereafter, the proposer is responsible for all bulb replacement material and labor.

D. Light Fixture Maintenance: The light fixture manufacturer will warrant the light fixtures for one year. Should any fail, the proposer is responsible at its cost for fixture repair/replacement within that stipulation. See Vol. II of this RFP for detailed specifications.

E. Window Cleaning: All Station interior windows and glass doors are to be cleaned twice per year (once in October and again in April).

F. Floor Maintenance: All floors are to be swept once per week including the Station platform. Soiled areas (e.g. food spills, gum) are to be cleaned as necessary so as to restore the floor's original appearance.

G. Trash Removal: The proposer shall police the PREMISES for this Station once a week, removing all trash, litter and debris from all areas. Trash contained in the State-provided trashcans will be emptied at that time. The off-site disposal of litter, trash and debris is the responsibility of the proposer. The proposer will ensure all trashcans are positioned correctly on their respective assigned locations.

H. Planters: The proposer is responsible to maintain the two (2) planters located in the front of the Station entrance.

I. Snow Removal: The proposer will provide snow removal services on all ramps, stairs and walkways from the Station entrance to, and including, the Station platform to the same specifications described in Article IV, Paragraph 3, as applicable, except that snow removal on the Station platform must commence when the snow accumulation reaches one-inch (1"). Note that the City of New Haven is responsible for snow removal on the State Street side of the Station.

5. OLD SAYBROOK PARKING LOT REQUIREMENTS (FIXED PRICE):

Although not operational at Sub-Operating Maintenance Agreement commencement, provide firm annualized fixed cost pricing for the care of the new Old Saybrook Station parking lot once it does become operational later this year. For grounds maintenance, provide the total annual fixed cost for all tasks, as applicable, shown in Article IV, 2, A through G. For Snow removal services, provide the total annual cost for all tasks shown in Article IV, 3,A through B.

## ARTICLE V - ADMINISTRATION

Contract Period: The term of the Sub-Operating Maintenance Agreement shall be from July 1, 2002, to and including, June 30, 2004.

## ARTICLE VI – MANAGEMENT CONTROLS

1. Telephone Coverage: The proposer must supply CDOT with a 24-hour telephone number direct line to a qualified individual who is on call for emergency calls. A call back to the CDOT Rail Operation Maintenance-of-Way (MOW) Unit representative must be made within thirty (30) minutes.

2. Response Time: The contractor must begin on-site PREMISES service within a 1-1/2 hour period from observing exceptions, or notification from a CDOT Rail Operation MOW Unit representative (MOWREP). Time frame for repairs to be completed will be designated by the MOWREP.

3. Walk-Through and Inspection: For the first quarter of the two-year Maintenance Agreement term, the proposer's representative shall be required to

attend one walk-though and inspection of the PREMISES with a designated MOWREP. After that, at-site inspections as deemed necessary by the MOWREP.

Deficiencies and concerns noted by the MOWREP will be sent to the proposer for corrective action. A written response to the deficiencies will be furnished to the MOWREP within 24 hours along with a plan for corrective action (Correction Plan).

The proposer must fax a report to the MOWREP showing the completion dates for all grounds maintenance tasks detailed in Article IV, paragraphs 2 and 4A through 4H on a weekly basis. For example, upon completion of the weekly regular trash and litter pickup, a fax must be sent showing the completion date.

4. Safety & Liability: All contractor personnel working in the vicinity of the railroad must become safety trained at contractor expense. Such training will be provided by Amtrak and must be received prior to performing any work activities and annually thereafter. The contractor shall carry personal injury and liability insurance for all activities connected with the work, as indicated in Article VII below.

## ARTICLE VII - INSURANCE

1. The Licensee agrees to secure and maintain for the duration of this Agreement, including any supplements thereto and renewals thereof, if any, with the State and National Railroad Passenger Corporation (AMTRAK) being named additional insured parties for paragraph (A) below, the following minimum liability insurance coverage or coverages regarding the said PREMISES at no cost to the State or AMTRAK. In the event the Licensee secures excess/umbrella liability insurance to meet the minimum requirements specified in paragraph (A) below, the State and AMTRAK shall be named as additional insureds.

(A) Commercial General Liability Insurance, including Contractual Liability Insurance, providing for a total limit of not less than One Million Dollars ($1,000,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total (or aggregate) limit of Two Million Dollars ($2,000,000) for all damages arising out of bodily injuries or death of all persons in all accidents or occurences and out of injury to or destruction of property during the policy period.

(B) The operation of all motor vehicles, including those hired or borrowed, used in connection with this Agreement shall be covered by Automobile/Truck Liability Insurance in the following amounts: Insurance providing for a total limit of Five Hundred Thousand Dollars ($500,000) for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where

an insurance policy shows an aggregate limit as part of the Automobile/ Truck Liability Insurance coverage, the aggregate limit must be at least One Million Dollars ($1,000,000), and

2. In conjunction with the above, the Licensee agrees to furnish to the State, only on the form or forms supplied by the State, a Certificate of Insurance (CON-32), fully executed by an insurance company or companies satisfactory to the State, for the insurance policy or policies required hereinabove, which policy or policies shall be in accordance with terms of said Certificate of Insurance. Each insurance policy shall state that the insurance company(ies) shall agree to investigate and defend the insured against all claims for damages, even if groundless.

## ARTICLE VIII - EVALUATION OF PROPOSALS

1. General: This RFP invites proposers to respond to the State's ultimate goal for first class railroad stations, parking facilities and grounds by meeting standards and/or criteria for their maintenance. In preparing your response, you are reminded to adhere to the instructions stated herein.

The State will be evaluating each response in its totality with all elements contributing to the overall value of each response. Each response will be assessed by the State in relation to other competitive responses and the State reiterates its sole right to make its determination without condition based on factors it believes are appropriate to awarding a contract.

2. Selection Process: A State Proposal Evaluation Team will be established to review proposer responses to this RFP and will be comprised of appropriate CDOT representatives. The criteria to be used in the selection process shall be as defined by the table on the following page.

For any category listed, the numerical score will be derived from the following evaluation formula:

| **ASSIGNED VALUE** of any category | **X** | **PERCENT** awarded by the committee | **=** | **NUMERICAL SCORE** |
|---|---|---|---|---|

0% Unresponsive
25% Substandard
50% Standard
75% Above Standard
100% Excellent

The total score represents the sum of all category scores. The assigned values for each category in each step of the evaluation are listed below and any value from 0 to 100 percent may be used.

The selection of the proposal that the State will pursue will be based on the highest score.

## EVALUATION CRITERIA

| Category | Value |
|---|---|
| A. Qualifications: | |
| 1. Parking Lot Maintenance | 10 |
| 2. Lawn Maintenance | 10 |
| 3. Landscaping | 10 |
| 4. Building Maintenance | 10 |
| 5. Previous Experience controlling Maintenance Activities at Multiple Locations | 10 |
| B. Cost: | |
| 1. Fixed Cost Component | 50 |
| Total | 100 |

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## ARTICLE IX - PROPOSAL SCHEDULE

The State expects to adhere to, but reserves the right to modify, the following schedule:

| RFP SCHEDULE | |
|---|---|
| Advertise RFP: | 4/19/02 |
| Issue RFP by request no later than: | 4/26/02 |
| Pre-Proposal Meeting/Facility Tour: | 4/26/02 |
| Written questions received through: | 5/03/02 |
| Respond to questions within: | 5 working days |
| Submittal deadline | 3 PM, 5/10/02 |
| Proposer selected on or about: | 5/17/02 |
| Agreement negotiated and signed by both Parties by: | 6/07/02 |
| Full execution date of Agreement | 6/28/02 |
| Sub-Operating Maintenance Service begins: | 7/1/02 |

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## PROPOSAL FORMS (QUESTIONNAIRES)

As listed in Article I and explained in Article II, Proposal Forms (Questionnaires) must be submitted with your proposal.

SEE FOLLOWING PAGES

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**FORM E-1**

**PROPOSER'S QUESTIONNAIRE**
**PROPOSAL ITEM NO. 041902**
**for**
**RAILROAD STATION, STATION PARKING LOT AND GROUNDS MAINTENANCE**
**SHORE LINE EAST RAILROAD STATIONS (6 ea.)**

All information requested in this Questionnaire MUST be furnished by the proposer, and MUST be submitted with the proposal. Statements must be complete and accurate. Omission, inaccuracy and/or misstatement may be cause for the rejection of a proposal.

How did you learn of this Invitation to submit proposals?

( ) 1. Received direct mail from the State.

( ) 2. Word of mouth.

( ) 3. Newspaper, magazine or newsletter.

_____

_____

**Name of Proposer** exactly as it appears on the proposal and as it will appear on the Agreement:

_____

_____

**Address of Proposer** and contact person for purposes of notice or other communication relating to the proposal: _____

_____

**Tel:** _____ **Fax:** _____

## FORM E-2

## PROPOSAL TO
## PROVIDE
## RAILROAD STATION, STATION PARKING LOT AND GROUNDS MAINTENANCE
## AT SHORE LINE EAST RAILROAD STATIONS
## NEW HAVEN, BRANFORD, GUILFORD, MADISON, CLINTON, WESTBROOK

Name of Proposer:_____

TO: Commissioner of Transportation
Connecticut Department of Transportation

Pursuant to, and in compliance with, your Request for Proposal Item No. 041902, I (we) hereby propose to provide year-round railroad station, station parking lot and grounds maintenance at six (6) Shore Line East Railroad Stations in the Towns of New Haven, Branford, Guilford, Madison, Clinton and Westbrook. This proposal is a firm offer.

I (we) understand that the Commissioner, at his sole discretion shall have the right to rescind his selection and cancel all further negotiations prior to the State's execution of the Sub-Operating Maintenance Agreement.

I (we) further understand that the selected Proposer, having approved the final draft of the Agreement, shall execute the Agreement in a proper manner and return the signed copies within five (5) working days of said approval. If the copies are not executed and returned in accordance with the foregoing, the Commissioner, at his option, may rescind his selection and retain the proposal surety as liquidated damages to the State.

In either event, the Commissioner's decision shall be final, and he may proceed to select another Proposer, if he desires, and the previously selected Proposer will have no claim or recourse against the Commissioner or the State.

My (our) personal and business financial statements, ownership statement, experience statement, method of operation and corporate resolution are all

attached hereto and my (our) proposal is accompanied by a $10,000 proposal surety guaranteeing that I (we) will execute the mutually acceptable Agreement if my (our) proposal is selected. In addition, I (we) further understand and agree as follows:

1. That I (we) have the capability to successfully undertake and complete the responsibilities and obligations as a successful Proposer.

2. I (we) certify that to the best of my (our) knowledge and belief that, I (we) or any person associated with me (us) in the capacity of owner, partner, director, officer, principal, project director, manager, auditor or any other position involving the administration and business operation at a State owned facility:

a. Am not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

b. Have not within a three-year period preceding this date been convicted of or had a civil judgment rendered against me/us for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Am not presently indicted for or otherwise criminally or civilly charged by a government entity (federal, state or local) with commission of any of the offenses enumerated in paragraph b above;

d. Have not, within a three-year period preceding this proposal, had one or more public transactions (federal, state, or local) terminated for cause or default.

3. I (we) certify that the information contained in the proposal package and all supplemental information submitted by me (us) is, to the best of my (our) knowledge, true and is made in good faith. I (we) understand that if I (we) knowingly make any misstatement of fact, I (we) am subject to revocation of all privileges and to such other penalties as may be prescribed by law including false statements under Connecticut General Statute 53a-157b.

4. The Commissioner of Transportation has the right to conduct any inquiry or investigation he deems reasonably appropriate to substantiate or supplement information contained in this proposal and I (we) consent to and authorize the release to the Commissioner or his designated representative any and all reasonable and pertinent information sought in such inquiry as set forth in the executed enclosed Authorization and Consent Form. All such reports will be considered confidential.

5. The Commissioner reserves the right to negotiate final terms and conditions or modification of proposals, with any or all of the proposers, and to reject any or all proposals without cause or liability, and to accept that proposal which, in his opinion, will best serve the public interest.

6. The proposer shall execute a Contract, if offered, within five (5) calendar days after it is offered and to deliver all required insurance certificates and bond at the time the Agreement is executed, and to start work on July 1, 2002, after receipt of a notice to proceed or execution of the Sub-Operating Maintenance Agreement by the State.

7. The proposer agrees that at any time, including but not limited to contract negotiations, when requested by the State, additional cost information and contractor financial statement data will be provided.

8. The proposer understands that due regard will be given for protection of propriety or confidential information contained in all proposals received. However, proposers should be aware that all materials associated with the procurement are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all rules, regulations and interpretations resulting therefrom. It will not be sufficient for proposers to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that a proposer believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1- 19(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the proposer that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

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9. The proposer shall furnish all the fixed-cost services in accordance with the Request for Proposal, for the total two (2) year price of:

Amount (words)_____

Amount ($)_____

_____

Name of Proposer Date

_____

Authorized Signature* Title

_____

Address

_____

City, State, Zip Code

*Attach Corporate resolution or power of attorney, if appropriate.

## FORM E-3

## PROPERTY MANAGEMENT FIRM AND RELATED SERVICES QUESTIONNAIRE

## PROPOSAL ITEM NO. 041902

PURPOSE: This form is used to provide information relating to the legal description and general qualifications of the Proposer.

1. Indicate, exactly, the name by which this organization is known:

   _____

2. How many years has this organization been in business under its present business name? _____

3. How many years has this organization been in business as a Property Management firm?_____

4. If this organization has not always been a Property Management firm, list the trade(s) that this firm customarily performed before it became a Property Management firm: _____

   _____

   _____

5. Indicate all other names by which this organization has been known and the length of time known by each name: _____

   _____

   _____

6. This firm is a:

   ___ Corporation ___ Partnership

   ___ Sole Proprietorship ___ Joint Venture

   ___ Other, identify: _____

7. If the organization is a corporation indicate the following:

a. Date of incorporation: _____

b. State of incorporation: _____

c. President's name: _____

d. Vice-president's name: _____

e. Secretary's name: _____

8. If the organization is an individual or a partnership, answer the following:

a. Date of organization: _____

b. Name and address of all partners (state whether general or limited partnership): _____

_____

_____

9. If the organization is other than a corporation or partnership, describe the organization and name its principals: _____

_____

_____

10. List the states in which your organization is legally qualified to do business. Indicate category or trade and indicate registration or license numbers, if applicable. List states in which partnership or trade name is filed:

_____

_____

_____

11. List all work which the organization normally executes with its own forces:

_____

_____

_____

12. List all supervisor personnel, such as Principals, Managers and Supervisors, who will be directly involved with the work. Indicate name, title and the number of years of maintenance experience and number of years of which they were in a supervisory capacity. _____

_____

_____

13. Trade References: List names, addresses and telephone numbers of four firms with whom your organization has regular business dealings: _____

_____

_____

14. Bank References: List names, addresses and telephone numbers of the financial institutions used by your organization: _____

_____

_____

15. Indicate the names, addresses and agent of the Bonding Company normally used by your organization. Only those bonding companies approved by the U.S. Department of the Treasury and listed in the latest edition to Treasury Department Circular 570 are acceptable to the State. _____

_____

_____

16. Has your organization ever failed to complete any work awarded to you? If so, note when, where and attach a separate sheet of explanation to this form.

_____

_____

_____

17. Within the last five years, has any officer or partner of your organization ever been an officer or partner of another organization when it failed to complete a maintenance contract? If so, note whom, when and where and attach a separate sheet of explanation to this form. _____

_____

_____

18. On a separate page, list and describe major maintenance projects your organization currently has in progress.

19. On a separate page, list and describe the significant contracts your organization has completed in the past three years.

20. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private maintenance. _____

_____

_____

21. Attach a current financial statement following this form, audited if available, including contractor's latest balance sheet and income statement showing the following items:

    a. Current assets (e.g., cash, joint venture accounts, receivables, accrued income, materials inventory and prepaid expenses)

    b. Net fixed assets

    c. Current liabilities (e.g., accounts payable, notes payable, accrued expenses, provision for income taxes, advances, accrued salaries and accred payroll taxes)

    d. Other liabilities (e.g., capital and capital stock, authorized and outstanding shares par values, earned surplus and retained earnings)

Name of the firm preparing the financial statement and date of preparation:

_____

Is this financial statement for the identical organization named on the first page of this questionnaire? _____

If not, explain the relationship and financial responsibility of the organization whose financial statement is provided (e.g., parent, subsidiary). _____

_____

_____

_____

Will this organization act as a guarantor of the contract for maintenance?

_____

22. Dated at _____

This _____ Day of _____, 20_____

Title: _____

Signature:_____

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FORM E – 4

PROPOSED SUBCONTRACTOR(S) QUESTIONNAIRE
LIST ALL SUBCONTRACTORS TO BE USED
PROPOSAL ITEM NO. 041902

| CONTRACTOR NAME AND POINT OF CONTACT | FIRM'S ADDRESS | SPECIFIC WORK TO BE SUBCONTRACTED AND AT WHICH STATION LOCATION |
|---|---|---|
| | | |
| | | |
| | | |

## FORM E – 4

### PROPOSED SUBCONTRACTOR(S) QUESTIONNAIRE
### LIST ALL SUBCONTRACTORS TO BE USED
### PROPOSAL ITEM NO. 041902

| CONTRACTOR NAME AND POINT OF CONTACT | FIRM'S ADDRESS | SPECIFIC WORK TO BE SUBCONTRACTED AND AT WHICH STATION LOCATION |
|---|---|---|
| | | |
| | | |
| | | |

FORM E – 4

PROPOSED SUBCONTRACTOR(S) QUESTIONNAIRE
LIST ALL SUBCONTRACTORS TO BE USED
PROPOSAL ITEM NO. 041902

| CONTRACTOR NAME AND POINT OF CONTACT | FIRM'S ADDRESS | SPECIFIC WORK TO BE SUBCONTRACTED AND AT WHICH STATION LOCATION |
|---|---|---|
| | | |
| | | |
| | | |

**FORM E-5**

**COST PROPOSAL SUMMARY SHEET**

**PROPOSAL ITEM NO. 041902**

1. FIXED COSTS (only Branford, Guilford, Madison, Clinton & Westbrook Stations):

a. Grounds Maintenance: Indicate the total annual cost for all tasks, as applicable, shown in Article IV, 2. A through G.....$_____

b. Snow Removal: Indicate the total annual cost for all tasks shown in Article IV, 3. A and B.....$ _____

Total Annual Fixed Cost.....$_____

2. FIXED COSTS – STATE STREET STATION, NEW HAVEN:

a. Station Maintenance: Indicate the total annual cost for all tasks shown in Article IV, 4, A through H.....$_____

b. Snow Removal: Indicate the total annual cost for all tasks shown in Article IV, 4, I.....$ _____

Total Annual Fixed Cost.....$_____

3. FIXED COSTS – FUTURE OLD SAYBROOK COMMUTER PARKING LOT:

a. Grounds Maintenance: Indicate the total annual cost for all tasks, as applicable, shown in Article IV, 2, A through G.....$_____

b. Snow Removal: Indicate the total annual cost for all tasks shown in Article IV, 3, A and B.....$_____

Total Annual Fixed Cost.....$_____

**NOTE:** The costs for the above should reflect all administrative and management concerns described in this RFP.

LEGAL NOTICE
**REQUEST FOR PROPOSAL**

The State of Connecticut Department of Transportation is seeking proposals from property management contractors for Shore Line East Railroad Stations Maintenance. The intent of this request is to identify firms with the necessary expertise to regularly inspect, maintain and clean the six stations' parking areas and grounds to include snow removal.

A Proposers' Conference will be held at New Haven Union Station, 4th Floor West, Conference Room "B" at 10:00 AM on April 26, 2002 at which time a site review will also be conducted. The purpose of this meeting is to allow prospective proposers to view the station sites and ask questions about the activities and property covered in the RFP. Sealed proposals must be submitted on the Official Proposal Form and be received at the Connecticut Department of Transportation **no later than 3 p.m. on May 10, 2002.**

Copies of the Request For Proposal may be obtained at the Connecticut Department of Transportation, Office of Rail, Property Management Office, Union Station, 4th Floor West, 50 Union Avenue, New Haven, Connecticut 06519, telephone number (203) 789-7659.

SET ASIDE REQUIREMENT: 25% SBE

You are advised that a Small Business Enterprise (SBE) sub-contractor goal of 25% will be required on this project. Within your submittal, you must designate the SBE contractor that you are likely to use. The SBE firm must be certified by the Department of Administrative Services.

CONNECTICUT DEPARTMENT OF TRANSPORTATION

_____

Harry P. Harris
Bureau Chief
Bureau of Public Transportation
Purchase Requisition #417074

# REQUEST FOR PROPOSALS

for

# RAILROAD STATION, STATION PARKING LOT AND GROUNDS MAINTENANCE

at

## SHORE LINE EAST RAILROAD STATIONS
## NEW HAVEN, BRANFORD, GUILFORD, MADISON, CLINTON, WESTBROOK

VOLUME II

PROPOSAL DRAWINGS & SPECIFICATIONS

April 19th, 2002

PROPOSAL ITEM NUMBER 041902

DEPARTMENT OF TRANSPORTATION
STATE OF CONNECTICUT

# TABLE OF CONTENTS


| | TAB |
|---|---|
| General Station Site Drawings | A |
| Elevator Drawings | B |
| Elevator Specifications | C |
| Electrical Lighting Fixture Specifications | D |
| Fire Alarm Specifications | E |

# APPENDIX VI

V. (a) Telephone Survey's of Agencies with Facilities and State Total Facility List

(b) Telephone Survey's of Most Property Management Firms

# SURVEY OF AGENCIES

## With Facilities Management Responsibilities

Manuel Becerra
July 29, 2004

Manuel Becerra
7/29/04

# Summary of State Managed Property

Agencies that manage property have varying levels of contracted services (outsourcing) depending on the particular needs of the agency and internal resources.

Most agencies surveyed (9 of 13) maintain direct overall property management with state employees. All agencies to a lessor or greater degree outsource some combination of the following services; trash, snow, landscaping, housekeeping and minor capital repair.

Most agencies use DAS guidelines, procedures and contract award lists for procuring services.

DOT, for large locations, also outsource mechanical system, fire system and security system maintenance using the RFP process with an evaluation/selection committee.

Of the thirteen (13) agencies surveyed, only four (4) hire property management firms with varying degrees of responsibility or scope.

1. DPS hires PM firms (PSA) in a limited scope to manage contractors for housekeeping, trash, etc. The RFP's are evaluated by a selection committee with facilities, purchasing and client representation.

2. LOB/CAP hires the property management firm to manage the mechanical system maintenance and the housekeeping. In-house staff contracts via RFP all other services. The RFP's are evaluated by financial and facilities personnel and then approved by a legislative physical facility sub-committee.

3. Judicial has property-managed firms for full service contracts (via P.O.) for about 30% of portfolio. The RFP's are short listed to two (2) finalists, then interviewed by a panel and selected. Criteria is based on proposals, price and site specific criteria.

4. DPW is unique in that it manages the major portion of its portfolio via full service property management firms. The selection (revised in 2003) is based on a combination of written and oral proposals and a cost factor. The selection committee consists of two (2) DPW facilities personnel, 1-3 client agency representatives and one DAS representative. A non-voting chair compiles the scores and maintains the records.

   DPW Facilities oversees the firms, establishes maintenance standards, environmental compliance, develops short and long range capital projects and coordinates space planning moves and space standards. DPW inspects the locations for QA and provides training on DAS procurement guidelines, which property management firms are required to follow.

M. Becerra
July 27, 2004

# Survey of Agencies with Facilities – How Property is Managed and Maintained

**DOC:** No property management firms. Full maintenance staff, prisoners are used for several services. Any other contracts that are needed are done via DAS purchasing rules and contract lists.

**Military:** No property management firms. In-house facilities and maintenance staff are responsible for building management, other contract services such as custodial, landscaping via DAS purchasing rules and contract lists.

**DCF:** No property management firms. In-house maintenance staff, some contracting via DAS purchasing rules and contract lists.

**DMV:** No property management firms. Minor real estate portfolio (250K sq. ft.) Small in-house staff and DAS contracts.

**DOT:** Major contracts for building systems, fire systems, and security systems. Preventative and repair maintenance (large buildings)
- Do their own contracts and bids for snow, housekeeping, trash, etc. Have in-house facilities staff.

**LOB/ Capitol:** RFP for Property management for mechanical systems and housekeeping. Selection by finance, facilities approval by legislation sub-committee. In-house contracts for snow, trash, landscaping solicited via RFP's.

**Judicial:** Hire property management firms, via RFP then P.O. They have performance spec and property management firms bid maintenance services by Judicial purchasing rules. Short list to top 2 firms then interviews. Most buildings are managed and most work is performed by in-house facilities staff.

**DOE:** No property management firms. In-house facilities staff maintain facilities.

**DPS:** Hire property management firms. Limited scope to do housekeeping, trash, minor repairs. In-house facilities personnel (trades) to do a large portion of work, including PM's.

**DOL:** DPW manages facility (DOL does it's own leasing).

**DEP:** All in-house personnel manage parks and buildings.

**DMHAS:** All in-house, some locations will have contracts for services, such as, snow and lawn.

**DMR:** No property management firms. In-house management, trades and staff. Some contract services such as landscaping, trash, and snow.

**Other's:** Veterans Affairs, CTC, CSU, UCONN, State Library, Historical Commission
**(not contacted)**

# TABLE II

Source: DPW Annual Report (2002-03) SPEER

## Floor Space Held in Custody of State Agencies

| Custodial Agency | Square Feet |
|---|---|
| UCONN | 11,553,594 |
| CSU | 7,606,657 |
| DPW | 6,455,506 |
| DOT | 6,120,861 |
| DOC | 5,351,122 |
| CTC | 3,521,560 |
| DOE | 3,041,413 |
| Judicial | 2,748,214 |
| DMHAS | 2,421,564 |
| Military | 1,948,452 |
| DMR | 1,658,902 |
| DEP | 1,003,493 |
| DVA | 807,152 |
| DPS | 684,895 |
| DCF | 630,200 |
| OTHER | 1,594,536 |
| Total | 57,148,121 |

M. Becerra
8/30/04

# Property Management Firms List

## Property Management Firms that have never applied

1. Grubb & Ellis, c/o Aetna
   - David Rainone, PE, RPA
   (HCI) & (BOMA)
   Chair – Government Affairs Cttee.
   860-273-0365
   - Bert Orr, Vice President
   203-327-5050 x-505
   860-478-6378

2. Cushman & Wakefield
   Peter Donahue
   860-249-0900

3. CB Richard Ellis
   David Jacobs (BOMA)
   860-952-7837

4. Trammell Crow
   Matt Alix (BOMA)
   860-633-4790

5. Northland Investment Corp.
   - Heidi Janty (BOMA)
   860-275-6284
   - Bert Kaplowicz
   860-275-6279

6. One Source (LOB/CAP)
   Nancy Murray
   860-240-0147

## Property Management Firms applied but not selected

1. Jones, Long, LaSalle
   - Michael Plausse (BOMA)
   860-241-0100
   - Mike Algiere
   860-275-6666

2. Konover Office & Ind.Corp.
   Elizabeth Judd
   860-570-2000 x-147

3. Dimeo Properties
   Brandy Curtis
   401-732-3300

4. Kuzmak Williams
   860-249-6521

5. Albert B. Ashforth, Inc.
   Robert Hart
   203-359-8500
   203-388-1135

6. Emcare Services
   (New England Mechanical)
   860-422-2139

7. Martin Management Const. & Design
   Kellie Martino
   203-996-7075

8. Atlas Management

9. ARAMARK Facilities

**Property Management Firms With DPW Contracts**

1. Servus Management Corp.
2. DeMarco, Miles & Murphy
3. Simons R.E.
4. Fusco Management
5. OR&L
6. Tunxis Management
7. Legacy Management (expired)

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **YES**

Have you every applied and not been successful? **YES**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **If too small, feel they can't be competitive.**

Complexity of state bid process? **Not problematic.**

Bid rules
Clear? **Are clear.**
Consistent? **New recent changes.**
Well publicized? **Yes. Are well publicized.**
Burdensome? **Background research can be cumbersome not unreasonable.**

Contract boilerplate? **No.**

Delays in state payment? **No problem, until recent budget problems. Managed for last 10 – 11 years.**

Requirement for shouldering up front costs? **Not if payments are timely.**

Selection process? **Doesn't completely understand new process/ scoring criteria.**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **YES**

Have you every applied and not been successful? **YES**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **No.**

Complexity of state bid process? **No – been at it for years.**

Bid rules
Clear? **No problem. Might be for new property manager.**
Consistent? **No problem.**
Well publicized? **No problem.**
Burdensome? **No problem.**

Contract boilerplate? **No problem.**

Delays in state payment? **Yes.**

Requirement for shouldering up front costs? **Bad – impossible for some smaller Start-up companies.**

Selection process? **Does not like. Should be like other on-call contracts. Pre-qualify, rotate selection – unless special qualifications are called for.**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **Yes**

Have you every applied and not been successful? **Yes**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **No**

Complexity of state bid process? **No**

Bid rules
Clear? **Yes they are.**
Consistent? **Yes they are.**
Well publicized? **Yes they are.**
Burdensome? **No**

Contract boilerplate? **OK**

Delays in state payment? **Yes 45 – 60 days**

Requirement for shouldering up front costs? **Not yet – properties they manage do not require large up-front costs.**

Selection process? **Fair process.**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **No**

Have you every applied and not been successful? **Yes**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **No**

Complexity of state bid process? **No**

Bid rules **No problem.**
Clear? **No problem.**
Consistent? **No problem.**
Well publicized? **No problem.**
Burdensome? **No problem.**

Contract boilerplate? **No problem.**

Delays in state payment? **Yes – significant problem – to the point they could no longer submit.**

Requirement for shouldering up front costs? **Yes – because time frame was so long. Plus or minus 30 days would be ok.**

Selection process? **Felt overshadowed by "select" other firms – favorites or favors owed. (Old process = unfair process). Not submit under new process.**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **Yes**

Have you every applied and not been successful? **Yes**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **No problem.**

Complexity of state bid process? **No problem.**

Bid rules **No problem.**
Clear? **No problem.**
Consistent? **No problem.**
Well publicized? **No problem.**
Burdensome? **No problem.**

Contract boilerplate? **No problem.**

Delays in state payment? **No – they know this and expect delays.**

Requirement for shouldering up front costs? **No.**

Selection process? **Needs to be revamped. Disproportionate share going to "certain groups".**
**Feel they have been low bid but did not get award.**
**Take closer look at pricing – see above**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **Yes**

Have you every applied and not been successful? **Yes**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **No problem.**

Complexity of state bid process?

Bid rules **No problem.**
Clear? **No problem.**
Consistent? **No problem.**
Well publicized? **No problem.**
Burdensome? **No problem.**

Contract boilerplate? **No problem.**

Delays in state payment? **Yes**

Requirement for shouldering up front costs? **No, but if payments extend beyond a reasonable length of time.**

Selection process? **Fair. Membership not consistent – agency reps. not always on committee.**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? **Yes**

Have you every applied and not been successful? **Yes**

If you have never applied, why not?

Are these specific areas problematic?

Size of the facility? **Bureaucracy too complex to compete on smaller contracts.**

Complexity of state bid process?

Bid rules **No problem.**
Clear? **No problem.**
Consistent? **No problem.**
Well publicized? **No problem.**
Burdensome? **No problem.**

Contract boilerplate? **No problem.**

Delays in state payment? **"Horrible"**

Requirement for shouldering up front costs? **Not too bad, once they are "in a groove". Becomes a problem when payment delayed beyond a reasonable time.**

Selection process? **No. Cost of managers personnel hard to compare i.e. manager with a lot of years experience (and cost) v.s. person just out of school.**

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? no

Have you every applied and not been successful? yes

If you have never applied, why not? N/A

Are these specific areas problematic?

Size of the facility? prefer large agency

Complexity of state bid process?

Bid rules
Clear? okay
Consistent? okay
Well publicized? good access to material
Burdensome? no

Contract boilerplate? okay – need specific to stand out

Delays in state payment? okay if budget for it

Requirement for shouldering up front costs? aware of, not like, reasonable cost factor

Selection process? YES! Was happy to be able to come in to review proposals w/ DPW selection committee, but was not understanding the weight set for criteria. Felt they were low bidder and had submitted superior proposals as compared to others. Saw some proposals submitted had wrong info and no effort put into it. They put forth the effort + quality to submit proposal and saw a lesser quality proposal win. Decided not to put in effort to continue to compete for state bids, if process (selection) does not seem fair.

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? no

Have you every applied and not been successful? yes

If you have never applied, why not? N/A

Are these specific areas problematic?

Size of the facility? no

Complexity of state bid process?

Bid rules
Clear? okay
Consistent?
Well publicized? okay
Burdensome? — yes, more so than private sector

Contract boilerplate? no problem

Delays in state payment? prefer 30 days vs 45

Requirement for shouldering up front costs? Yes when exceeds $$$

Selection process? much fairer than private sector, more accountable

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? No

Have you every applied and not been successful? Yes

If you have never applied, why not? N/A

Are these specific areas problematic? would like more details from agency some questions are too generic

Size of the facility? not a problem

Complexity of state bid process? no

Bid rules
Clear?
Consistent?
Well publicized?
Burdensome?

Contract boilerplate? Standard questions good – need more specific detailed questions for each property

Delays in state payment? Yes – more timely

Requirement for shouldering up front costs? Yes – esp. if payment is delayed

Selection process? somewhat questionable – had #1 presentation, #1 proposal, higher fee similar to other bids – yet the lowest priced won. Too many awarded to Tomasso

Would like an email notice like DPW leasing

Gift disclosure – evaluate time (2 yrs / 10 yrs) and value ($50 vs 10,000)

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor?

Have you every applied and not been successful?

If you have never applied, why not?

Could not respond because person doing "state" was on vacation and no one else available to discuss.

Are these specific areas problematic?

Size of the facility?

Complexity of state bid process?

- Bid rules
- Clear?
- Consistent?
- Well publicized?
- Burdensome?

Contract boilerplate?

Delays in state payment?

Requirement for shouldering up front costs?

Selection process?

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor?

Have you every applied and not been successful?

If you have never applied, why not?

will not do surveys over the phone per their policy

Are these specific areas problematic?

Size of the facility?

Complexity of state bid process?

- Bid rules
- Clear?
- Consistent?
- Well publicized?
- Burdensome?

Contract boilerplate?

Delays in state payment?

Requirement for shouldering up front costs?

Selection process?

Governor's Taskforce on Contract Reform
Property Management Working Group

Telephone Questionnaire for Property Management Firms

INSTRUCTIONS:

Using attached list – contact each entity, take notes on the answers and summarize
Submit answers by: Tuesday, August 10 at noon

Are you currently a state property management contractor? Yes. Capital & LOB.

Have you every applied and not been successful? N/A

If you have never applied, why not? N/A.

Are these specific areas problematic? –

Size of the facility?

Complexity of state bid process?

- Bid rules
- Clear?
- Consistent?
- Well publicized?
- Burdensome?

Contract boilerplate?

Delays in state payment?

Requirement for shouldering up front costs?

Selection process?

# APPENDIX VII

**Commissioner Fleming's Report – (Property Management Section)**

# Report on the Status of Current, State Funded Construction Projects in Excess of $500,000 and Property Management Contracts of more than $100,000 Annually

Public Act No. 03-215 sec. 6

January 1, 2004

State of Connecticut
Department of Public Works
James T. Fleming, Commissioner

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 18-20 & 30 Trinity Street, Hartford |
| TERM OF CONTRACT | February 1, 2003 – January 31, 2008 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 3,900,000.00<br>$ 82,860.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in December 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **Owens, Renz & Lee, Inc. (awardee)**<br>Servus Management Corporation<br>Fusco Management Company, LLC<br>DeMarco, Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>David Grigley<br>Ms. Morrison-Wolf<br>Art Paulette |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 395 West Main Street, Waterbury |
| TERM OF CONTRACT | January 1, 2003 – December 31, 2007 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 1,000,000.00<br>$ 79,500.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in October 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **Servus Management Corp. (awardee)**<br>DeMarco, Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Marilyn Bantz<br>Matthew Buczacki<br>David Grigely<br>Mr. Williams |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 200 Follybrook Boulevard, Wethersfield |
| TERM OF CONTRACT | July 1, 2001 – November 30, 2004 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 1,845,000.00<br>$ 22,900.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in October 1999 |
| CONTRACTORS WHO SUBMITTED BIDS | **Legacy Management Group (initial awardee 12-1-99)**<br>**Servus Management Corp. (subsequent awardee 7-1-01)**<br>Jones, Lang, LaSalle<br>Colliers, Dow & Condon<br>DeMarco, Miles & Murphy, Inc.<br>Grubb & Ellis<br>Owens, Renz & Lee Company, Inc.<br>Tunxis Management Company |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Matthew Buczacki Donald Wagner<br>Pamela Mandirola Scott Jellison<br>Patrick Tallarita Joseph Domitello |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 1111Country Club Road, Middletown and 15 Old Hartford Road, Colchester |
| TERM OF CONTRACT | July 1, 2002 – June 30, 2007 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 2,500,000.00<br>$ 195,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in April 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **Servus Management Corp. (awardee)**<br>Fusco Management Corporation, LLC<br>Owens, Renz & Lee Company, Inc.<br>DeMarco, Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Marilyn Bantz<br>Matthew Buczacki<br>David Grigely<br>Jackie Brown<br>Mr. Groski |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 505 Hudson Street, Hartford |
| TERM OF CONTRACT | December 1, 2003 – November 30, 2008 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 6,000,000.00<br>$ 246,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in September, 2003 |
| CONTRACTORS WHO SUBMITTED BIDS | **Servus Management Corp., (awardee)**<br>Fusco Management Company, LLC<br>Owens, Renz & Lee Company<br>DeMarco, Miles & Murphy, Inc.<br>Aramark Facility Services |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Marilyn Bantz<br>Jackie Brown<br>Tina Costanzo<br>Richard Grossman |
| AWARDING AUTHORITY | Commissioner James T. Fleming |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 410-474 Capitol Avenue, Hartford |
| TERM OF CONTRACT | December 1, 2003 – November 30, 2008 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 11,000,000.00<br>$ 330,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in September 2003 |
| CONTRACTORS WHO SUBMITTED BIDS | **Servus Management Corp. (awardee)**<br>Aramark Facility Services<br>Owens, Renz & Lee Company, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Tina Costanzo<br>Manuel Becerra<br>Cathy Kennelly<br>Donna Baisley<br>Patrick O'Brien |
| AWARDING AUTHORITY | Commissioner James T. Fleming |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 315 Buckingham Street, Hartford |
| TERM OF CONTRACT | July 1, 2002 – June 30, 2007 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 900,000.00<br>$ 66,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in April 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **Servus Management Corp. (awardee)**<br>Central Parking Corporation<br>DeMarco, Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Marilyn Bantz<br>Matthew Buczacki<br>David Grigley<br>Jackie Brown |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | Uncas Campus, Norwich |
| TERM OF CONTRACT | February 1, 2003 – January 31, 2008 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 6,600,000.00<br>$ 270,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in December 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **Tunxis Management Co. (awardee)**<br>Servus Management Corporation<br>Owens, Renz & Lee, Inc.<br>DeMarco, Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>David Grigley<br>Steven Mekkelsen |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | Property Management Services<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 10 Franklin Square, New Britain |
| TERM OF CONTRACT | February 1,1999 – January 31, 2004 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 1,212,750.00<br>$ 78,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in December, 1998 |
| CONTRACTORS WHO SUBMITTED BIDS | **Tunxis Management Co. (awardee)**<br>Servus Management Corporation |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Linda Ansarra<br>Matthew Buczacki<br>Donna Leavitt<br>Pamela Mandirola<br>Donald Wagner<br>Frank Erff |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | Property Management Services<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | Fairfield Hills Campus, Newtown |
| TERM OF CONTRACT | July 1, 1999 – June 30, 2004 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 3,300,000.00<br>$ 273,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in May, 1999 |
| CONTRACTORS WHO SUBMITTED BIDS | **Tunxis Management Co. (awardee)**<br>DeMarco, Miles & Murphy, Inc.<br>Fusco Management Company, LLC<br>Grubb & Ellis<br>Legacy Management Group |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Matthew Buczacki<br>Donna Leavitt<br>Pamela Mandirola<br>Donald Wagner |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | Mystic Educational Center, Mystic |
| TERM OF CONTRACT | October 1, 1999 – September 30, 2004 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 1,250,000.00<br>$ 204,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in August 1999 |
| CONTRACTORS WHO SUBMITTED BIDS | **Tunxis Management Co. (awardee)**<br>Dimeo Properties<br>Fusco Management Corporation, LLC<br>Legacy Management Group<br>Owens, Renz & Lee Company, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>Scott Jellison<br>Harold Monroe<br>Donald Wagner |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 25 Sigourney St., Hartford |
| TERM OF CONTRACT | February 1, 2003 – January 31, 2008 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 12,600,000.00<br>$ 450,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in December 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **Tunxis Management, Inc. (awardee)**<br>Servus Management Corporation<br>Owens, Renz & Lee Company<br>Fusco Management Company, LLC<br>DeMarco, Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>David Grigely<br>Ms. Hardy |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 11 Shuttle Road, Farmington |
| TERM OF CONTRACT | June 1, 2000 – May 31, 2005 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 2,100,000.00<br>$ 66,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in April 2000 |
| CONTRACTORS WHO SUBMITTED BIDS | **Tunxis Management, Inc. (awardee)**<br>Legacy Management Group<br>Fusco Management Company, LLC<br>Owens, Renz & Lee Co., Inc.<br>Atlas Management, LLC. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>Thomas Baziak<br>Donald Wagner |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | Property Management Services<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 300 Corporate Place, Rocky Hill |
| TERM OF CONTRACT | January 1, 2001 – December 31, 2005 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 1,028,000.00<br>$ 60,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in November 2000 |
| CONTRACTORS WHO SUBMITTED BIDS | **DeMarco, Miles & Murphy, Inc. (awardee)**<br>Fusco Management Company, LLC<br>Servus Management Corporation<br>Tunxis Management Co.<br>Owens, Renz & Lee, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Marilyn Bantz<br>Matthew Buczacki<br>Ms. DePhillips |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | **NO, awardee was ranked 3rd, but was lowest cost of services** |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | Altobello Campus, Meriden |
| TERM OF CONTRACT | March 1, 2003 – February 29, 2008 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 2,350,000.00<br>$ 54,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in December 2002 |
| CONTRACTORS WHO SUBMITTED BIDS | **DeMarco, Miles & Murphy, Inc. (awardee)**<br>Servus Management Corporation |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>David Grigley |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 21 Grand St., & 39 Woodland St., Hartford |
| TERM OF CONTRACT | January 1, 1999 – December 31, 2003 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 2,435,000.00<br>$ 136,800.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in November 1998 |
| CONTRACTORS WHO SUBMITTED BIDS | **DeMarco, Miles & Murphy, Inc. (awardee)**<br>Owens, Renz & Lee Company, Inc.<br>Tunxis Management, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Linda Ansarra<br>Matthew Buczacki<br>Lucy Cocozza<br>Donna Leavitt<br>Pam Mandirola<br>Donald Wagner<br>John Coughlin<br>Randy Lubin |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | Bridgeport Government Center Parking Garage, Bridgeport |
| TERM OF CONTRACT | January 1, 2000 – December 31, 2004 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 1,250,000.00<br>$ 72,000.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in November 1999 |
| CONTRACTORS WHO SUBMITTED BIDS | **DeMarco, Miles & Murphy, Inc. (awardee)**<br>Propark<br>Central Parking System |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>Pamela Mandirola<br>Donald Wagner<br>Mr. Hennessey |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | Property Management Services<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | Rowland Government Center, Waterbury |
| TERM OF CONTRACT | April 1, 2003 – March 31, 2008 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 3,750,000.00<br>$ 144,300.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in February 2003 |
| CONTRACTORS WHO SUBMITTED BIDS | **Fusco Management Co., LLC (awardee)**<br>Servus Management Corporation<br>Owens, Renz & Lee Company, Inc.<br>Dimeo Properties<br>DeMarco,Miles & Murphy, Inc. |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>David Grigley<br>James Petit |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 79 Elm St. and 10 Clinton St., Hartford |
| TERM OF CONTRACT | September 1, 1999 – August 31, 2004 |
| VALUE OF CONTRACT/<br>MANAGEMENT FEE | $ 6,920,375.00<br>$ 364,200.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in March 1999 |
| CONTRACTORS WHO SUBMITTED BIDS | **Fusco Management Co., LLC (awardee)**<br>Jones, Lang, LaSalle<br>Servus Management Corporation |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Matthew Buczacki<br>Donna Leavitt<br>Pamela Mandirola<br>Don Wagner<br>William Evans<br>Joseph Nolan |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | Property Management Services<br>See other sheets for details |

| DPW PROPERTY MANAGEMENT CONTRACTS AWARDED THROUGH JUNE 30, 2003 (still in force) WITH ANNUAL VALUE OF $100K OR MORE | |
|---|---|
| PROPERTY LOCATION | 61 Woodland Street, Hartford |
| TERM OF CONTRACT | March 1, 2003 – February 29, 2008 |
| VALUE OF CONTRACT/ MANAGEMENT FEE | $ 5,000,000.00<br>$ 244,008.00 |
| SUMMARY OF ADVERTISEMENT | Request for Proposal for property management services sent to various newspapers with statewide circulation ran in January, 2003 |
| CONTRACTORS WHO SUBMITTED BIDS | **Fusco Management Co., LLC. (awardee)**<br>DeMarco, Miles & Murphy, Inc.<br>Servus Management Corporation |
| LAW PROVISION THAT AUTHORIZED PROJECT | CGS§4-8, 4b-1 (a) or (b), 4-216 |
| LAW PROVISION THAT GOVERNED AWARD | CGS§4-8,4b-1 (a) or (b), 4-216 |
| DEVIATED FROM STANDARD AWARD PROCEDURE? | NO |
| NAMES OF PANEL MEMBERS | Donna Baisley<br>Matthew Buczacki<br>David Grigely<br>Lennell Kittlitz |
| AWARDING AUTHORITY | Commissioner T.R. Anson |
| CONCURRED WITH PANEL RECOMMENDATION? | YES |
| OTHER CONTRACTS BETWEEN AWARDING AUTHORITY AND AWARDEE? | YES |
| IF YES, NATURE AND VALUE OF CONTRACT(S) | **Property Management Services**<br>See other sheets for details |

APPENDIX

DPW Property Management Contracts Summary

| LOCATION | VENDOR | CONTRACT AMOUNT | MANAGEMENT FEE |
|---|---|---|---|
| 18-20 & 30 Trinity St. Hartford | Owens, Renz & Lee, Incorporated | $ 3,900,000.00 | $ 82,860.00 |
| 395 West Main St. Waterbury | Servus Management Corporation | $ 1,000,000.00 | $ 79,500.00 |
| 200 Folly Brook Wethersfield | Servus Management Corporation | $ 1,845,000.00 | $ 22,900.00 |
| 1111 Country Club Rd., Middletown & 15 Old Hartford Rd. Colchester | Servus Management Corporation | $ 2,500,000.00 | $ 195,000.00 |
| 505 Hudson St. Hartford | Servus Management Corporation | $ 6,000,000.00 | $ 246,000.00 |
| 410-474 Capitol Av. Hartford | Servus Management Corporation | $ 11,000,000.00 | $ 330,000.00 |
| 315 Buckingham St. Hartford | Servus Management Corporation | $ 900,000.00 | $ 66,000.00 |
| Uncus Campus Norwich | Tunxis Management Company | $ 6,600,000.00 | $ 270,000.00 |
| 10 Franklin Sq. New Britain | Tunxis Management Company | $ 1,212,750.00 | $ 78,000.00 |
| Fairfield Hills Campus, Norwich | Tunxis Management Company | $ 3,300,000.00 | $ 273,000.00 |
| Mystic Ed Center Mystic | Tunxis Management Company | $ 1,250,000.00 | $ 204,000.00 |
| 25 Sigourney St. Hartford | Tunxis Management Company | $ 12,600,000.00 | $ 450,000.00 |
| 11 Shuttle Road Farmington | Tunxis Management Company | $ 2,100,000.00 | $ 66,000.00 |
| 300 Corporate Pl. Rocky Hill | DeMarco, Miles & Murphy, Inc | $ 1,028,000.00 | $ 60,000.00 |
| Altobello Campus Meriden | DeMarco, Miles & Murphy, Inc. | $ 2,350,000.00 | $ 54,000.00 |
| 21 Grand Street & 39 Woodland Street Hartford | DeMarco, Miles & Murphy, Inc. | $ 2,435,000.00 | $ 136,800.00 |
| Bridgeport Gov. Ctr Parking Garage Bridgeport | DeMarco, Miles & Murphy, Inc. | $ 1,250,000.00 | $ 72,000.00 |
| Rowland Gov. Ctr Waterbury | Fusco Management Company, LLC | $ 3,750,000.00 | $ 144,300.00 |
| 79 Elm Street and 10 Clinton Street Hartford | Fusco Management Company, LLC | $ 6,920,375.00 | $ 364,200.00 |
| 61 Woodland Street Hartford | Fusco Management Company, LLC | $ 5,000,000.00 | $ 244,008.00 |

# APPENDIX VIII

**Miscellaneous:** **BOMA Property Management Contract**

BOMA INTERNATIONAL

# Standard Agency Management Agreement

BOMA®
INTERNATIONAL

## NOTE

The foregoing form has been distributed by the Agency Management Section of Building Owners and Managers Association International as a guide to members to assist in preparing management agreements. It is likely that revisions will be needed to comply with the laws of various jurisdictions and to meet the requirements of individual transactions. The foregoing form should not be used without the assistance of legal counsel.

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Building Owners and Managers Associaiton
International
1201 New York Avenue, N.W., Suite 300
Washington, DC 20005
202-408-2662
FAX 202-371-0181

# BOMA INTERNATIONAL



AGENCY MANAGEMENT AGREEMENT/EXPLANATION

*Table of Contents*


| | Agreement Page No. | Explanation Page No. |
|---|---|---|
| ARTICLE I | | |
| a. Exclusive Agency | Page 2 | Page 6 |
| ARTICLE II | | |
| a. Term of Agreement | Page 2 | Page 6 |
| ARTICLE III | | |
| a. Rental of Building | Page 2 | Page 6 |
| b. Negotiation of Leases | Page 2 | Page 6 |
| c. Advertising | Page 2 | Page 6 |
| d. Rental Rates | Page 2 | Page 6 |
| e. Compensation | Page 2 | Page 6 |
| ARTICLE IV | | |
| a. Management of Building | Page 2 | Page 6 |
| b. Repairs | Page 2 | Page 6 |
| c. Service Contracts | Page 3 | Page 6 |
| d. Reimbursement | Page 3 | Page 6 |
| e. Employees | Page 3 | Page 6 |
| f. Expenditures | Page 3 | Page 6 |
| g. Monthly Statements | Page 3 | Page 6 |
| h. Collection of Segregation of Funds | Page 3 | Page 6 |
| i. Bonding Employees | Page 3 | Page 7 |
| j. Interest & Tax Payments | Page 3 | Page 7 |
| k. Special Services | Page 3 | Page 7 |
| l. Legal Proceedings | Page 3 | Page 7 |
| m. Compensation | Page 3 | Page 7 |
| ARTICLE V | | |
| a. Indemnification | Page 3 | Page 7 |
| b. Compliance with Laws | Page 3 | Page 7 |
| c. Insurance | Page 4 | Page 7 |
| d. Waiver of Subrogation | Page 4 | Page 7 |
| ARTICLE VI | | |
| a. Sale of Building | Page 4 | Page 7 |
| ARTICLE VII | | |
| a. Bankruptcy and Insolvency | Page 4 | Page 7 |
| b. Independent Contractors | Page 4 | Page 7 |
| c. Notice | Page 4 | Page 8 |
| d. Suit or Action | Page 4 | Page 8 |
| e. Assignment and Amendment | Page 4 | Page 8 |
| SCHEDULE I | Page 5 | Page 8 |




BOMI© 1993, 4th qtr.

# MANAGEMENT AGREEMENT

2

*This Agreement* made as of the _____ day of _____, 19 _____,
by and between _____,
(hereinafter referred to as "Owner"), and _____
(hereinafter referred to as "Manager"),

**WITNESSETH:**
In consideration of the mutual promises and covenants herein, Owner and Manager agree as follows:

**ARTICLE I**
*Exclusive Agency.* Owner hereby appoints Manager as the sole and exclusive leasing, rental agent and manager of the property described on Schedule I attached hereto (hereinafter referred to as the "Building") and Manager hereby accepts such employment.

**ARTICLE II**
*Term of Agreement.* The term of this agreement shall commence _____, 19_____, and shall continue for a period of_____years until_____, 19_____, and is automatically renewed thereafter for successive periods of one year each until terminated by either party upon not less than 60 days' written notice prior to the end of the initial term or any renewal period. Upon termination, Owner shall remain bound by the obligations of all contracts for services, supplies and alterations Manager has entered into in connection with the performance of its obligations hereunder.

**ARTICLE III**
a. *Rental of Building.* Manager shall use its best efforts to rent all space in the Building which is now vacant or may become vacant during the term of this agreement. When appropriate, Manager shall engage the services of other real estate brokers to lease space in the Building who shall be paid from such commissions as may become due to Manager under the terms of this agreement.

b. *Negotiation of Leases.* Owner shall refer all inquiries concerning the rental of space in the Building to Manager. All negotiations with prospective tenants shall be conducted by Manager or under its direction. Manager shall have the authority to execute on behalf of Owner all leases or rental agreements for periods of less than_____ year(s). Manager shall execute all leases covering a term of _____ year(s) or more with the prior written approval of Owner.

c. *Advertising.* Subject to the approval of Owner and at Owner's expense, Manager shall advertise such space as is available for rent and arrange for such signs, renting plans, brochures and other forms of advertising as may appear advisable. Owner agrees to reimburse Manager for all out-of-pocket expenses, including, but not limited to, long distance telephone calls and, with Owner's prior approval, the cost of out-of-town travel.

d. *Rental Rates.* Rental rates for space in the Building shall be established by Owner. Manager shall, promptly following the execution of this agreement and from time to time thereafter, make recommendations to Owner with respect to rental rates.

e. *Compensation.* As compensation for renting and leasing space in the Building, Owner shall pay Manager as set forth in Schedule I.

**ARTICLE IV**
a. *Management of Building.* Manager shall manage the Building in an efficient and businesslike manner having due regard for the age and physical condition of the Building, Manager, through its employees and independent contractors, shall supply complete operational services for the Building.

b. *Repairs.* Manager shall, in the name of and at the expense of Owner, make or cause to be made such ordinary repairs and alterations as Manager may deem advisable or necessary. However, not more than $_____ shall be expended for any one item of repair or alteration without Owner's prior written approval, except emergency repairs if, in the opinion of Manager, such repairs are necessary to protect the Building from damage or to maintain services to tenants as called for in their leases.

c. *Service Contracts.* Manager shall, in the name of and at the expense of Owner, contract for those utilities and other building operation and maintenance services Manager shall deem advisable; provided that, no service contract shall be for a term exceeding one year without the prior written approval of Owner. Manager shall, at Owner's expense, purchase and keep the Building furnished with all necessary supplies. All expenses shall be charged to Owner at net cost and Owner shall be credited with all rebates, refunds, allowances and discounts allowed to Manager.

d. *Reimbursement.* Owner agrees to reimburse Manager for all out-of-pocket expense, including, but not limited to, long distance telephone calls and, with Owner's prior approval, the cost of out-of-town travel.

e. *Employees.* Except as provided on Schedule 1, all persons employed in the operation of the Building shall be employees of Manager or a legal entity owned or controlled by Manager. Manager shall make disbursements and deposits for all compensation and other amounts payable with respect to persons who are employed in the operation of the Building, including, but not limited to, unemployment insurance, social security, workmen's compensation and other charges imposed by a governmental authority or provided for in a union agreement. Manager shall maintain complete payroll records. All payroll costs, including but not limited to, those enumerated herein, are operating expenses to be reimbursed to Manager from Owner's funds received by Manager.

f. *Expenditures.* All expenditures authorized by this agreement shall be considered operating expenses to be paid from Owner's funds received by Manager. In the event disbursements shall be in excess of the rents collected, Owner agrees to pay such excess promptly on demand.

g. *Monthly Statements.* Manager shall, by the _____ day of each month, render to owner a statement of receipt and disbursements for the preceding month. Manager shall, after deducting its compensation and any other sums due it from Owner, hold or expend such sums as Owner may have directed herein or otherwise and remit the balance to Owner.

h. *Collection and Segregation of Funds.* Manager shall collect the rent and other income from tenants of the Building. All funds received by Manager for or on behalf of Owner (less any sum properly deducted by Manager pursuant to any of the provisions of this agreement) shall be deposited in a bank in a special account maintained by Manager for the deposit of funds of Owner and not mingled with the funds of Manager.

i. *Bonding Employees.* All employees of Manager who handle or are responsible for Owner's funds shall be bonded by a fidelity bond in an adequate amount.

j. *Interest and Tax Payments.* Manager shall pay interest or amortization on mortgages, taxes, assessments, premiums on insurance or reserves for such items only as designated on Schedule 1.

k. *Special Services.* At the request of Owner, Manager will perform the following special services for Owner: (i) supervise remodeling, (ii) provide special accounting, and (iii) act as property consultant. If such special services are provided, additional fees shall be payable in an amount agreed upon between the parties.

l. *Legal Proceedings.* Manager shall, at Owner's request and expense, engage counsel and cause such legal proceedings to be instituted as may be necessary to enforce payment of rent or to compromise disputes with tenants involving setoffs or damage claims so long as the amount involved does not exceed one month's rent payable by such tenant.

m. *Compensation.* As compensation for management of the Building, Owner shall pay Manager as set forth in Schedule 1.

**ARTICLE V**

a. *Indemnification.* Owner agrees: (i) to hold and save Manager free and harmless from any damage or injuries to persons or property by reason of any cause whatsoever either in and about the Building or elsewhere when Manager is carrying out the provisions of this agreement or acting under the express or implied directions of Owner, (ii) to reimburse Manager upon demand for any moneys which Manager is required to pay out for any reason whatsoever, under this agreement or in connection with, or as an expense in defense of any claim, civil or criminal action, proceeding, charge or prosecution made, instituted or maintained against Manager or Owner and Manager, jointly or severally, affecting or due to the conditions or use of the Building or acts or omissions of Manager or employees of Owner or Manager, or arising out of or based upon any law, regulation, requirement, contract or award relating to the hours of employment, working conditions, wages or compensation of employees or former employees, and (iii) to defend promptly and diligently, at Owner's sole expense, any claim, action or proceeding brought against Manager or Manager and Owner jointly or severally arising out of or connected with any of the foregoing, and to hold harmless and fully indemnify Manager from any judgment, loss or settlement on account thereof. The foregoing provisions of this

Article shall survive the termination of this agreement, but this shall not be construed to mean that Owner's liability does not survive as to other provisions of this agreement. Nothing contained in this Article shall relieve Manager from responsibility to Owner for gross negligence or willful misconduct, unless such gross negligence or willful misconduct is covered by Owner's insurance on behalf of Manager.

b. *Compliance with Laws.* If Owner shall fail or refuse to comply with or abide by any rule, order, determination, ordinance or law of any federal, state or municipal authority, Manager, upon giving twenty-four hours' written notice mailed to Owner at its address as hereinafter set forth, may terminate this agreement.

c. *Insurance.* Owner agrees to carry public liability, elevator liability, and contractual liability (specifically insuring the indemnity provisions contained in Article IIIa), steam boiler (if applicable), and such other insurance as the parties agree to be necessary or desirable for the protection of the interests of Owner and Manager. In each such policy of insurance, Owner agrees to designate Manager as a party insured with Owner, the carrier and the amount of coverage in each policy shall be mutually agreed upon by Owner and Manager. A certificate of each policy issued by the carrier shall be delivered promptly to Manager by Owner. All policies shall provide for 10 days' written notice to Manager prior to cancellation.

d. *Waiver of Subrogation.* Owner shall procure an appropriate clause in, or endorsement on, each of its policies for fire or extended coverage insurance and on all other forms of property damage insurance including, but not limited to, coverage such as water damage, property damage, boiler and machinery insurance and sprinkler leakage insurance, covering the Building or personal property, fixtures or equipment located thereon whereby the insurer waives subrogation or consents to a waiver of the right of recovery against Manager, and having obtained such clause or endorsement of waiver of subrogation or consent to a waiver of right of recovery, Owner hereby agrees that it will not make any claim against or seek to recover from Manager for any loss or damage to property of the type covered by such insurance.

ARTICLE VI

If the Building is sold prior to termination of this agreement, Manager shall represent Owner in connection with the sale. Owner shall pay Manager a commission for these services in accordance with Schedule 1.

ARTICLE VII

a. *Bankruptcy and Insolvency.* In the event a petition in bankruptcy is filed by or against either Owner or Manager, or in the event that either shall make an assignment for the benefit of creditors or take advantage of any insolvency act, either party hereto may immediately terminate this agreement by written notice. Remedies set forth hereinabove shall be in addition to and shall not exclude any other remedy available under applicable law to the parties hereto.

b. *Independent Contractors.* It is expressly understood and agreed that Manager will act as an independent contractor in performance of this agreement. No provision hereunder shall be intended to create a partnership or a joint venture with respect to the Building or otherwise.

c. *Notice.* Any notice required or permitted under this agreement shall be given when actually delivered or when deposited in the United States mail as certified mail addressed as follows:

To Owner:

To Manager:

or such other address as may be specified from time to time by either party in writing.

d. *Suite or Action.* If suit or action is instituted in connection with any controversy arising out of this agreement, the prevailing party shall be entitled to recover, in addition to costs, such sums as the court may adjudge reasonable as attorney's fees in such suit or action and on any appeal from any judgment or decree entered therein.

e. *Assignment and Amendment.* All terms and conditions of this agreement shall be binding upon the parties hereto and their respective successors and assigns. This agreement may not be modified or amended except by written agreement of the parties.

IN WITNESS WHEREOF the parties hereto have executed this agreement in duplicate as of the date first hereinabove written.

_____
Owner

_____
Manager

# SCHEDULE 1 TO MANAGEMENT AGREEMENT

5

*Dated*_____

1. The property covered by the management agreement is described as follows:

2. Owner shall compensate Manager for renting and leasing space in the Building, including expansion of space occupied by existing tenants, as follows:

For lease renewals, Manager shall be compensated as follows:

Manager shall be entitled to compensation for expansion space and renewals at the rates specified above upon the exercise of options contained in leases negotiated by Manager, even though such options are exercised after the termination or expiration of the agreement. Upon termination of the agreement pursuant to the provisions of Article II, Owner shall recognize Manager as the broker in any pending negotiations for lease of space in the Building. In the event of the consummation of a lease with a person with whom Manager was negotiating at the date of termination of the agreement, Owner shall pay Manager a commission at the rate prescribed above.

3. Manager's compensation for management of the Building shall be as follows:

4. In the event of a sale of the Building, the commission payable to Manager shall be as follows:

5. Manager shall pay, subject to availability of Owner's funds, mortgage payments, BOMA dues, taxes, assessments, premiums on insurance or reserves for such items as follows:

6. The following persons engaged in the operation of the Building shall be employees of Owner:

# EXPLANATIONS

6

## ARTICLE I

a. *Exclusive Agency* Manager is appointed by Owner and has sole and exclusive responsibility for marketing, leasing, and managing the Building. Manager accepts such appointment.

## ARTICLE II

a. *Term of Agreement* — Term of agreement is stipulated in this article. Statement of automatic renewal is addressed. Owner's obligation for contracts, services, and supplies entered into by Manager is upheld. 60-day termination notice is recommended.

## ARTICLE III

a. *Rental of Building* — Manager has the responsibility to rent all available space in the building He should use his best efforts to do so and should enlist the support of other leasing agents to accomplish this task when necessary. Appropriate commissions should be paid according to the agreement.

b. *Negotiation of Leases* — Owner will refer all leasing inquiries to Manager since Manager is the exclusive agent for the Building. All negotiations will be conducted by Manager. Manager may sign leases on Owner's behalf. The terms are to be stipulated with Owner approval.

c. *Advertising* — Manager will provide all advertising for the property in an effort to establish all rents for the space in question. Manager will have the responsibility for initiating the rates and making recommendations on them from time to time.

d. *Rental Rates* — Owner is to establish all rents for the space in question. Manager will have the responsibility for initiating the rates and making recommendations on them from time to time.

e. *Compensation* — Payment for management and leasing services to be paid by Owner as set forth in Schedule I.

## ARTICLE IV

a. *Management of Building* — Manager is responsible for the physical well-being and care of the Building. Through the staff, contractors and vendors shall provide complete operational care for the Building.

b. *Repairs* — Manager is responsible for the maintenance and repair of the Building. Capital improvement will also be the responsibility of the Manager. A specific amount is to be established beyond which expenditures may not be made without the Owner's written approval. A provision for allowance of emergency repairs is addressed in this section as well. Tenant services as dictated in their lease with regard to repair is also addressed.

c. *Service Contracts* — Manager shall contract for all necessary utilities, building operation, and maintenance services (i.e., elevator, air conditioning, landscaping, etc.) on behalf of Owner and at Owner's expense. The term of the service contract shall not be for more than a year without Owner's written approval. Owner will be charged for expenses at the same cost as to Manager with refunds, discounts, etc. being credited to Owner.

d. *Reimbursement* — Manager will be reimbursed for out-of-pocket expenses by Owner, providing such expenses are legitimately associated with the management of the Building.

e. *Employees* — Personnel associated with the operations of the Building shall be employees of Manager or of a company associated with Manager. Expenses associated with the individual's employment shall be handled by Manager in keeping with federal and state employment law. Operating expenses associated with this employment shall be reimbursed by Owner out of building funds collected by Manager for that purpose.

f. *Expenditures* — These are associated with the operation of the Building and will be treated as such for payment by Owner. Owner agrees to pay Manager promptly for out-of-pocket expenses in cases where building operation expense exceeds the collection of rent.

g. *Monthly Statements* — Manager shall be responsible for the fiscal operation of the property and provide to Owner by a date determined by Owner a complete accounting of the property's performance. The appropriate format shall be designated by Owner. After dispensing appropriate monies, Manager will hold or remit the balance as stipulated by Owner.

h. *Collection and Segregation of Funds* — Funds collected on behalf of Owner for the operation of the property shall be placed in appropriate account(s) by Manager

and not mingled with other monies. Approved disbursement as directed in the agreement may be made prior to or after placement of funds into the account(s).

i. *Bonding Employees* — Manager's employees who handle building funds should be bonded for protection of both Manager and Owner. Such bonding shall be in a specified amount.

j. *Interest and Tax Payment* — Owner may stipulate that Manager pay, on behalf of Owner, taxes, mortgages, interest payments, etc., not normally addressed for payment by Manager. In such cases this payment should be listed in Schedule I.

k. *Special Services* — This section provides for Manager to receive additional compensation from Owner for provision of services beyond what is normally expected and identified in other parts of this agreement. Such services are to be requested by Owner and may include capital and tenant improvement work, special accounting, consultant work, etc.

l. *Legal Proceedings* — On behalf of Owner, Manager may engage the services of legal counsel to address delinquent rents, liability issues in reference to the operation of the property, and other issues where legal assistance is needed. Manager may also serve in the role of arbitrator in case of tenant disputes.

m. *Compensation* — Monies owed to Manager for compensation in exchange for operation and supervision of the building are spelled out in detail in Schedule I.

## ARTICLE V

a. *Indemnification* — Owner agrees in this section to hold Manager harmless in cases where Manager is acting in his role in the direct administration of the property. This indemnification clause also allows for Manager to require payment from Owner in connection with any defense of lawsuits where Manager was acting in his official responsibility on behalf of the Owner. This paragraph and all paragraphs requiring Owner to indemnify Manager should be reviewed carefully to ascertain whether they are in accordance with all applicable law and to make sure that both parties are in complete accord. In some cases both Owner and Manager may ask their respective insurance agents to review these requirements as they relate to their respective policies. That fact should be noted here and elsewhere as appropriate. In reference to labor laws, Manager has the responsibility to comply with all applicable state or federal labor laws in connection with employees aligned to the property. Should any suit or claim in connection with labor law arise, however, Owner agrees to indemnify and hold Manager harmless. Owner would further agree to pay all court cost in connection with any labor suit. The provisions of the agreement requiring Owner to indemnify Manager survive the termination of the agreement, in other words, even after the management agreement has ended, Owner will hold Manager harmless for any legal action taken against Manager while Manager is filling the legal official responsibilities associated with management of the property. If, however, in the performance of his duty, Manager is guilty of gross negligence or willful misconduct, then Owner is not responsible for indemnification or holding Manager harmless for his acts.

b. *Compliance with Laws* — This clause in the agreement would address Owner's failure or refusal to comply with the local, state, and federal law. In cases of such noncompliance Manager would have the right in this section upon giving written notice to Owner to terminate the agreement immediately.

c. *Insurance* — Owner agrees to obtain adequate liability insurance for the property at its own expenses and to cover Manager as an additional insured on all policies. Note the amounts and type of insurance depend on the specific property and local practice. Fire and Casualty are important specific coverages to seek. Both parties may wish to consult their respective insurance agents to determine adequacy of coverage. Inadequate liability coverage may be cause for termination of the agreement by Manager. Manager should request to have on file copies of Certificates of Insurance for all policies appropriate to the property. All policies shall provide for a specific period of time in reference to written notice to Manager prior to that policy being cancelled.

d. *Waiver of Subrogation* — To the extent that a loss is covered by insurance, and that recovery is made for such a loss, Owner hereby releases Manager from liability and waives all rights of recovery against Manager for any loss from perils insured against under insurance policies in force. This would also include extended coverage. Owner should request its insurers to consent to such waiver and agree to waive all rights of

subrogation against the party, in this case, Manager. If the insurer shall impose a fee for consenting to such waiver, Owner shall pay the cost imposed.

## ARTICLE VI

a. *Sale of Building* — In the case of the sale of the Building, Owner agrees that Manager shall handle the provisions of the sale and benefit from the sale by receiving commission for services rendered in accordance with the Schedule I provisions.

## ARTICLE VII

a. *Bankruptcy and Insolvency* — In the case of either Owner of Manager filing bankruptcy, the other party may immediately terminate the agreement for their own legal protection. Remedies shall comply with local, state, and federal law, which would be available to either Manager or Owner depending upon their role in the bankruptcy or insolvency.

b. *Independent Contractors* — This clause protects the independence of Manager and explicitly states and defines Manager's role as an independent contractor. No joint venture, partnership, or other legal relationship is implied by virtue of this section.

c. *Notice* — In this section of the agreement Owner's and Manager's official addresses are listed for purposes of formal announcement, whereby they can be reached through United States mail or certified mail.

d. *Suit or Action* — This allows for the party, whether it be Owner or Manager, who prevails in a lawsuit to recover court costs and attorney fees through the initial hearing or through any appeal process.

e. *Assignment and Amendment* — Successors to the terms and conditions of the agreement are served notice that such terms and agreements will bind the successors to the management agreement. Both Manager and Owner must agree in writing to any modification or amendment of the management's agreement.

## SCHEDULE I TO MANAGEMENT AGREEMENT

This attachment to the management agreement serves as a record of specific information agreed upon between Owner and Manager. It is intended to site specific conditions in reference to property description, compensation, specific responsibilities of Manager, and a listing of personnel assigned to the property who are employees of Manager.

1. *Property Description* — A physical description of the property is included at this point. Quite often this description includes the legal boundary location of the property, which usually appears in the standard tenant lease.

2. *Marketing & Leasing Compensation* — Specific terms of the compensation package owed to Manager by Owner for leasing of space is to be spelled out in this section. This is to include rental of new space, renewal, and expansions of space. Also included in this section is the compensation agreement for leasing of space where a co-broker situation is present. Manager's share of commission is addressed along with the commission percentage of the co-broker. In the case where the management agreement is terminated, any pending negotiation for lease of space in the Building on the part of Manager will cause Owner to recognize Manager as the broker of record and holds Owner accountable for payment of commissions as described above.

3. *Management Compensation* — The compensation the Manager is to receive for management of the Building is spelled out in this section. In developing a compensation package with Owner, Manager may choose to recommend either a percentage of gross or net income as a desired compensation amount. As an alternative, Manager may recommend a combination of the two. Manager may also choose to get a specific compensation amount with Owner for a set period of time during the first part of the contract period with the understanding that compensation for the remainder of the contract period is subject to negotiation.

4. *Building Sale* — In this section a compensation package is identified should Manager be responsible for the sale of the Building.

5. *Special Payments* — Beyond standard operating expenses, this section identifies special payments associated with the Building that Owner expects Manager to pay. Such payments may include mortgage, taxes, insurance, etc. Manager should predetermine with Owner the set procedures to follow for making such payments.

6. *Personnel Associated with Operations of the Building* — All personnel associated with the operations of the Building should be listed in this section. If compensation for personnel is to be addressed through building operating expenses it should be so stated in this section.

**The information in this Appendix will not be included on the final exam. It is provided as supplemental information to the chapter.**

# APPENDIX B

Appendix B contains a building inspection checklist which may be adapted by the property manager for his or her own use.

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Weekly Building Inspection Checklist

Building Address: _____ Inspected By: _____

Date Inspected: _____

| | Good | Fair | Poor | Age | Description of Needed Maintenance |
|---|---|---|---|---|---|
| **EXTERIOR OF BUILDING** | | | | | |
| Sidewalks | | | | | |
| Telephone Booths | | | | | |
| Streetside Entrance | | | | | |
| Freight Entrance | | | | | |
| Flags | | | | | |
| Standpipes | | | | | |
| Store Fronts | | | | | |
| Windows | | | | | |
| Exterior Walls | | | | | |
| Public Entrances | | | | | |
| Doors | | | | | |
| Roofs & Setbacks | | | | | |
| Cooling Tower | | | | | |
| Other Rooftop Equipment | | | | | |
| Chimney | | | | | |
| Outside Fire Stairs | | | | | |
| **INTERIOR OF BUILDING** | | | | | |
| General Building Temp. | | | | | |
| **LOBBY** | | | | | |
| Doors | | | | | |
| Walls | | | | | |
| Floor | | | | | |
| Ceiling | | | | | |
| Lighting | | | | | |
| Lobby Retail Entrances | | | | | |
| Physical Appearance of Building Personnel | | | | | |
| Directory Board | | | | | |
| Lobby Landscaping | | | | | |
| Passenger Elevator | | | | | |
| Elevator Doors | | | | | |
| Freight Elevator Cars | | | | | |
| Elevator Performance | | | | | |
| Basement | | | | | |
| Basement Mechnical Equipment | | | | | |
| Elevator Pits | | | | | |
| Vaults | | | | | |
| Painting | | | | | |

| | Good | Fair | Poor | Age | Description of Needed Mantenance |
|---|---|---|---|---|---|
| Hoses | | | | | |
| Mechanical Rooms | | | | | |
| **ADMINISTRATION** | | | | | |
| Files (Tenant Files Recs., P.O. & Construc. Folders) | | | | | |
| Tenant Service Requests | | | | | |
| Condition of Vacancies | | | | | |
| Plan Storage | | | | | |
| Preventative | | | | | |
| **PUBLIC CORRIDORS** | | | | | |
| Walls | | | | | |
| Ceilings | | | | | |
| Lighting | | | | | |
| Graphics | | | | | |
| Ashtrays | | | | | |
| Doors | | | | | |
| Freight Elevator Lobbies | | | | | |
| **RESTROOMS** | | | | | |
| Sinks | | | | | |
| Soap Dispensers | | | | | |
| Towel Dispensers | | | | | |
| Counters | | | | | |
| Commodes | | | | | |
| Urinals | | | | | |
| Partitions | | | | | |
| Lighting | | | | | |
| Walls | | | | | |

Comments:


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**The information in this Appendix will not be included on the final exam. It is provided as supplemental information to the chapter.**

# APPENDIX C

Appendix C contains a building inspection checklist which may be adapted by the property manager for his or her own use.

Name: _____ Building Checklist: _____

Date: _____ Weather Condition: _____

**Operations Functions:** **Comments**

A. Check entrances & walks for hazards _____

B. Put daily paper inside in a neat pile _____

C. Pick up or put down rain mats _____

D. Pick up papers around grounds _____

**I Check HVAC Systems**

A. Are the systems functioning properly? _____
(inform Cheif Engineer of any problems)

**II Walk Building**

A. ALL FLOORS

1. Check all entrance doors _____

2. Check both bathrooms
— were they cleaned _____
— any leaks (faucets, flushometers) _____
— any other problems _____

3. Check corridor lighting (bulbs out, ceiling tiles, fixtures covers) _____
— check exit and emergency lights _____
— check for vandalism of tenant entrance _____

4. Check stairwell "A" going to next floor
— clear stairwell of debris _____
— any tripping hazard (loose tiles, handrails) _____
— check stairwell lighting _____

**III Check the Roof**

A. Observe condition of the roof, look for water pockets, check drains, etc. _____

B. Walk perimeter to observe condition of the grounds _____

C. Proceed down stairwell "B" to ground floor _____
— clear stairwell of debris _____

**IV Check Elevator**

A. Call each elevator to you (inspect interior (lights, buttons, floor, panels, etc.) _____

**V Check Construction Areas**

A. Inspect all systems relating to bldg. mgmt. (lights, vent, heat, a/c, stats returns) _____
_____

**VI Check Fire Alarm and Sprinkler System**

A. Check fire panel for any problems (trouble signals, etc.) _____

B. Check standpipes, hose cabinets (functioning properly) _____

C. Check all sprinkler valves (chained in proper position) _____
(if closed use red tag alert system)

**VII Oil Reading**

Get oil readings into office by 10:30 AM = GALS

**VIII Check Pools or Water Falls**

Clean pools, and chlorine if necessary, back flush, inspect pumps, etc. _____

**IX Other Comments**

_____

_____

_____

Building Engineer _____ Chief Engineer _____



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**The information in this Appendix will not be included on the final exam. It is provided as supplemental information to the chapter.**

# APPENDIX D

Appendix D contains a building inspection punchlist which may be adapted by the property manager for his or her own use.

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Office Building Inspection Punchlist

Building: _____ Date: _____

Building Manager: _____

| PARKING LOT/GARAGE | OK | NT OK | Remarks/Comments |
|---|---|---|---|
| Fire Lanes/Painting of Curbs Posted | | | |
| Parking Availability | | | |
| Abandoned Cars | | | |
| Sprinkler Heads | | | |
| Water Leaks/Water Piping Insul. Etc. | | | |
| Main Supply & Return Lns/Overhead Slabs/Lrg Sanitary Discharge Lines | | | |
| Trash Rmvl/Compactors | | | |
| Spalling Concrete | | | |
| Potholes/Damaged Paving/Sunken Area | | | |
| Exposed Reinforced Bars | | | |
| Signage | | | |
| Lighting | | | |
| Identification of Elevators Frm Parking Areas/Doors to Elevator Identified | | | |
| Cleanliness | | | |
| **LOBBY** | | | |
| Lighting Levels/Energy Conservation | | | |
| Housekeeping/Cleanliness | | | |
| Bronze (Thresholds) | | | |
| Flower/Plant Status/Appearance | | | |
| Emergency Exiting Device | | | |
| Doors/Weather Strip Opn & Clos. Pos. | | | |
| Floor Mats Vestibule | | | |
| Directory Signage (all uniform) | | | |
| Rear Entrance - Signage | | | |
| Mail Drop Area | | | |
| Vending Area (Cleanliness) | | | |
| All Machines Operating Effeciently | | | |
| Temperature | | | |
| Elevator Cab/Sgnge/Gen. Apper. | | | |
| Elevator Efficiency/Level each Flr. | | | |

Office Building Inspection Punchlist

Building: _____ Date: _____

Building Manager: _____

| PUBLIC FLOOR AREAS | OK | NT OK | Remarks/Comments |
|---|---|---|---|
| Light Lenses | | | |
| Ceiling Tiles | | | |
| Water Fountain/Pressure | | | |
| All Aspects of Lighting Fixtures | | | |
| Signage/All Companies Current? | | | |
| Fire Extinguishers (Insp./Date) | | | |
| Stairwell Drs/Proper Signage | | | |
| Carpeting/Edges/Tripping Hazards | | | |
| Trash Accumulation | | | |
| Discharge/Return Air Grill (Clean.) | | | |
| Temperature | | | |
| **RESTROOMS** | | | |
| Toilet & Sink Clean in Working Order | | | |
| Wall Fabric/Flooring | | | |
| Product Stacked | | | |
| Lighting | | | |
| Cleanliness | | | |
| **MECHANICAL AREAS** | | | |
| Water Inside Fan Chamber | | | |
| Leak - Spray Pump Assembly | | | |
| Ample Lighting | | | |
| Housekeeping (Clean & Organized) | | | |
| Chillers Oper./Loud Noise Vibration | | | |
| Equip. Components Need Painting? | | | |
| Labeled Electrical Disconnects | | | |
| Identification of Pipe | | | |
| Sprayed on Duct Fireproof | | | |
| Fire Extinguishers | | | |
| Pipe Insulation | | | |
| Air Supply Chambers | | | |
| Filter Media | | | |
| Engineer's Log | | | |
| Cooling Twr. Excessive Wtr Bleed | | | |
| Elevator Machine Room/Clean | | | |



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Office Building Inspection Punchlist

Building: _____ Date: _____

Building Manager: _____

| ROOF | OK | NT OK | Remarks/Comments |
|---|---|---|---|
| Walkboards | | | |
| Roof Membrane | | | |
| Packaged A/C Units | | | |
| Pitch Pockets | | | |
| Black Tar | | | |
| Copper Counter Flashing | | | |
| Roof Base Wall Flashing | | | |
| Penthouse Wall/Cooling Tower Enclos | | | |
| Window Washing Outriggers | | | |
| Plaster Breather Vents | | | |
| Blisters | | | |
| Bare Spots | | | |
| Membrane Ridging | | | |
| Splits | | | |
| Drains | | | |
| Cleanliness | | | |
| **STAIRWELLS** | | | |
| Door Closing | | | |
| Fire Standpipe Valves | | | |
| Missing Valve Caps | | | |
| Testing Buttons on Emergency Lites | | | |
| Handrails/Welded Rail. | | | |
| Painting | | | |
| General Housekeeping | | | |
| Lighting/Emergency Lites | | | |
| Steps/Landing/Cove Bse Mld/Flr Tile | | | |
| Locks; Handles (Doors) | | | |
| # on Drs (Ident. of Flr Landing) | | | |

Office Building Inspection Punchlist

Building: _____ Date: _____

Building Manager: _____

| PROPERTY EXTERIOR | OK | NT OK | Remarks/Comments |
|---|---|---|---|
| Building Name Properly Posted? | | | |
| Postal Address | | | |
| Windows | | | |
| Ground Maintenance/Landscaping | | | |
| Fascade of Building | | | |
| Exterior Lighting | | | |
| Lite Posts/Walk Public Grns Landsc. | | | |
| Expansion Joints/Caulking | | | |
| Plaza Areas | | | |
| Concrete Repairs/Settlement of Curbs Gutters, Etc. | | | |
| Flags/Pole/Base/Cable | | | |
| **MISCELLANEOUS AREAS** | | | |
| Snow Removal | | | |
| Lot Striping | | | |
| Lot Sweeping | | | |
| Garbage Pickup | | | |
| Recycling | | | |

**ADDITIONAL COMMENTS:**

Tenant Problems: _____

_____

_____

Staffing Problems: _____

_____

_____

Vendor Problems: _____

_____

_____



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