CT DAS Request for Proposals 12PSX0256

Property Management Services for the State of CT at the following locations:
55 West Main Street, Waterbury
395 West Main Street, Waterbury
59 Field Street, Torrington

Contract Specialist: Paul Greco

Date Issued: 11/01/12

Due Date: 11/26//12

State of Connecticut

Department of Administrative Services

Announcement of Request for Proposals to provide

Property Management Services

Date: 11/01/12

RFP No. 12PSX0256

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address provided in this Request for Proposal ("RFP") for furnishing the commodities and/or services herein listed.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Property Management Services to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

Request for Proposals

Property Management Services

Overview and Scope

The CT DAS is seeking a cost effective solution to the overall facility management and operation services for a five (5) year period anticipated to commence on 01/01/2013 and expire on 12/31/2018 at the four following CT DPS Facilities located at:

1. **55 West Main Street, Waterbury, CT**
2. **395 West Main Street, Waterbury, CT**
3. **59 Field Street, Torrington, CT**

Property management services for 55 West Main Street, Waterbury consist of one building with a parking garage below and is approximately 99,691 gross sq ft. 395 West Main Street, Waterbury consist of one building with a parking garage and is approximately 28,215 gross sq. ft. 59 Field Street, Torrington consists of one building approximately 43,500 sq. ft. with 5.5 acres of parking and grounds. This property was purchased for the development of the courthouse to be operated by the Judicial Department. Before the property is transferred to the custody of the general contractor for construction of the new facility, the property manager, with the oversight of the Bureau of Properties and Facilities Management, will contract for and coordinate the provision of the following services, as required: 1) mechanical systems maintenance; 2) physical maintenance; 3) custodial services, including trash and recycling; 4) maintenance of building utility systems; 5) tenant relations; and 6) safety and security programs. The expenditure calculations are maximum forecasted estimates only and include operating expenses and potential capital improvement costs passed through the property manager. Actual expenses less than these estimates will not harm the state. Individual annual budgets and subsequent purchase requests exceeding $2,500 are approved by DAS and the Director of Facilities Operation is to be notified. All property management contracts are subject to amendment and 30 day cancellation by DAS.

These properties consist of administrative offices consisting of several different state agencies. They require the following property management staff:

<u>Property Manager</u>:

- **55 West Main Street, Waterbury at 30 hrs/wk;**
- **395 West Main Street, Waterbury at 8 hrs/wk;**
- **59 Field Street, Torrington at 2hrs/wk;**

<u>General Maintenance Workers</u>:

- **55 West Main Street F/T at 40hrs/wk;**
- **395 West Main Street P/T at 20hrs/wk.**

Heavy Cleaner:

55 West Main Street, Waterbury & 59 Field Street, Torrington P/T at 20hrs/wk.

Product Service Specifications and Staffing (Exhibit A)

Management Responsibilities

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 Agency including but not limited to Purchasing Guidelines for Property Managers dated December 21, 2006, and as may be amended, the provisions of this agreement and all applicable laws, rules and regulations. The contractor shall act in a fiduciary capacity with respect to the proper protection of, and account for, the State's assets. In this capacity, the contractor shall actively work 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 Agency.

Administration of Approved Operating Budget

The contractor shall prepare and submit to the Agency, within (15) days from the date of award of this contract 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 Agency, by the date indicated by the Agency, a proposed operating budget for the fiscal year (June-1 - May 31) for the operation, and maintenance of the property.

The Agency 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 Agency 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.

Monthly Reports

The contractor shall prepare and submit to the Agency an approved monthly report covering the items listed below 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. Management report
2. Operating statement
3. Budget variance analysis
4. Summary and Projection spreadsheet
5. Itemized invoice requesting payment
6. Copies of all invoices paid
7. Timesheets with emails confirming absences
8. All bid/purchasing approval emails

9. Tool inventory
10. Building Service Agreement
11. Monthly Account Code Breakdown spreadsheet

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 Agency, if such repair is necessary to prevent damage or injury. For minor incidents (less than $10,000), Agency must be informed of any such expenditures as soon as possible. For major incidents (greater than $10,000), immediate notification to Agency must occur.

Service Contracts

The contractor shall obtain written consent of the Agency before entering into any contract for cleaning, maintaining, repairing or servicing the property or any of the constituent parts of the property. As a condition to obtaining such consent, the contractor shall supply the Agency with a copy of the proposed contract and shall state to the Agency the relationship, if any, between the contractor, or the person or persons in control of the contractor, and the party proposed to supply such services.

All service contracts shall: (a) be on a fixed-fee basis, (b) be in the name of the contractor as agent for the Agency, (c) be for a term not to exceed the end of this contract, 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 Agency specifically waives such requirements, all service contracts shall be subject to the bidding requirements under the procedures as specified below.

Competitive Bidding

1. All direct purchases, bids and contract awards shall be subject to the approval of the Agency.

2. Solicitations shall be based on the result of the most low, qualified and responsive bidder and must be approved by the agency prior to administration of a contract award.

3. State of CT Department of Administrative Services Procurement guidelines can be found at: http://www.das.state.ct.us/cr1.aspx?page=15

4. Purchases for commodities and services, and repairs to and alteration or renovation of real property exceeding $2500.00 shall be done so by obtaining multiple quotes where possible and where time permits. It is understood that items required in urgent and or time sensitive timeframes will not require the agency from seeking multiple quotes. In these cases, use of the CT DAS Portal is not required.

Management Services

1. Provide Twenty-four (24) hours, 7 days/week, 365 days/year supervision of the properties including extraordinary and regular maintenance and repair.
2. Work with the Agency to develop specification development, selection, supervision and quality control reporting of all contracted services [e.g., janitorial (including day porter service), rubbish

removal and recycling (in accordance with State regulations), HVAC, plumbing, on site security, parking allocation and control, electrical, snow and ice removal, landscaping, pest control, etc.]

3. Specification development, selection, supervision and quality control reporting of physical plant contractors (mechanical and structural maintenance and repairs, window replacement/cleaning, emergency needs etc.).
4. Planning and supervision of all capital and tenant improvements, including construction management.
5. Full financial services, including accounting budget planning and administration, and monthly operating reports.
6. Tenant relations, including service requests.
7. A complete building operation procedures manual, including Tenant Handbook (as per DAS 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.
11. Is familiar with NFPA, OSHA, building codes, environmental, fire safety requirements, evaluates site as required.
12. Have personnel with 7 years experience or 5 years with certification (license) as a building inspector, certified safety professional environmental license or engineer**.**

Overall Building Operation Activities

1. The Contractor shall provide preventative maintenance and scheduling, including 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 (*e.g.*, 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.

Overall Accounting Program(s)

1. Prepare the tracking and monthly reporting of expenses.
2. Prepare annual operating budget preparation.

Employees

The contractor shall have in its employ at all times a sufficient number of capable employees to enable it to properly, adequately, safely and economically manage, operate and maintain the property. All matters pertaining to the employment, supervision, compensation, promotion and discharge of such employees are the responsibility of the contractor, which is in all respects the employer of such employees. The contractor may negotiate with any union lawfully entitled to represent such employees and may execute

in its own name and not as agent for the State, collective bargaining agreements or labor contracts resulting there from. The contractor shall fully comply with all applicable laws, rules and regulations with respect to workers' compensation, social security, unemployment insurance, hours of labor, wages, working conditions, and other employer-employee related subjects. The contractor represents that it is and will continue to be an equal opportunity employer. All employment arrangements are therefore solely its concern and the State shall have no liability with respect thereto.

The contractor shall provide a schedule of employees to be employed wholly or in part in the direct management of the property as listed in Exhibit B. This schedule shall include the number of employees and their titles and salary ranges. Employees whose salaries are eligible to be charged include those employees listed in Exhibit B, unless otherwise authorized. Employees whose salaries may not be charged include, but are not limited to, general management personnel, accountants and auditors and any other employees not listed in Exhibit B. Such schedule is to be submitted with the proposed operating budget. The Agency shall not pay any increase in salary resulting from changes in the Standard Wage or any other reason in excess of the salary range provided by contractor in the schedule of employees. The contractor shall be responsible for paying any such increases at its' own cost.

The following staffing provided by the proposer shall consist of and be capable of providing the following:

Property Manager

- Supervises all firms' on-site employees and contractors.
- Main coordinator with DAS and meets with Tenant Agency Liaisons.
- Coordinates with firm's upper management for administrative duties, including financial management reporting, budgets, etc.
- Must be available 24/7 via pager and cell phone
- 5 years experience as a property manager in a comparable building.
- Nationally recognized Property Management certified program preferred. Examples: BOMA, IFMA, IREM.
- Building construction design or business degree candidate preferred
- Prepare bid specifications, analyze bids and award contracts for property management services

General Maintenance Worker

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

Heavy Cleaner

- All heavy mopping; all damp mopping in excess of ½ hour per shift; all work done on a ladder; most bathroom cleaning, except for wiping out sinks and replacing toilet supplies; buffing, stripping, waxing; use of any heavy machine; brass polishing; removing heavy trash and loading into gondolas, compactors; changing light bulbs, cleaning light fixtures; loading and unloading drums, boxes of cleaning material; high dusting, including use of extension poles and other tasks requiring extra strength, agility and expertise.

***ADDITIONAL POSITIONS POTENTIALLY REQUIRED*.**

Assistant 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 degree recommended

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

Light Cleaner

Spot dry mopping of ½ hour or less per shift; emptying ashtrays; cleaning phones; spot cleaning; desk dusting; dusting within arm's reach; emptying waste baskets into trash bags; vacuuming of no more than ½ of shift; wiping out sinks and replacing toilet supplies in bathrooms; no climbing; no extension poles and no lifting of more than 20 pounds.

Note: *All proposed fees shall remain firm for the awarded term as proposed for the contract. Fixed prices shall take into account the possible escalation of any hourly rates that are subject to the Connecticut Standard Rates if applicable.*

Current rates can be found in this RFP and are subject to change. For information regarding CT Standard Rates go to:

http://www.ctdol.state.ct.us/wgwkstnd/forms/stndwgrate.htm

Proposal Pricing and Payments for Services

Management Fee

The annual management fee required for management services for the term of the contract. The management fee shall include but not be limited to the proposers' overhead, administrative fees, all back office support to administer contract not listed in Exhibit B as well as profit margins financing of operations. Client Agency shall remit payment to Contractor on a monthly basis, net 45 upon receipt of a valid invoice from Contractor.

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

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

Personnel Fees

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 represented on the Exhibit B Pricing schedule. Any disparity between the identified fringe benefits cost components and your stated fringe benefits cost is grounds for disqualification of your proposal.

Note:

DAS will only reimburse a contractor for the actual hours worked by the contractors' employees. Time of such as vacation days, sick days, holidays, trainings and seminars should be reflected as 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 week 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 equals 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.*

The hourly and annual cost calculations listed in Exhibit B 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.

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 Agency. Copies of all paid invoices shall be forwarded to the Agency together with the contractor's monthly report.

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 Exhibit B, such costs do not exceed the budgeted amount and such costs are not already reflected in the monthly fixed fee.

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:

1. Actual cost of all items set forth in the approved operating budget;
2. Emergency repair costs approved by the Agency.
3. Telecommunications to include but not be limited to landline and internet connections and service costs.

Contractor's Non Reimbursable Costs

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

1. Cost of gross salary and wages, payroll taxes, insurance, workers' compensation and other benefits of the contractor's personnel not identified in the approved Exhibit B;
2. General accounting and reporting services which are considered to be within the contractor's home office;
3. Cost of forms, papers, ledgers, and other supplies and equipment used in the contractor's home office;
4. Cost of electronic office equipment and supplies, or any pro rata charge thereof, whether located at the property or at the contractor's office off the property;
5. Cost of electronic data processing, or any pro rata charge thereof, for data processing provided by computer service companies;
6. Cost of advances made to employees;
7. Cost attributable to losses arising from negligence or fraud on the part of the contractor and the contractor's employees and agents;
8. Employment agency fees unless specifically approved by the Agency.

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.

Proposal and Contractual Requirements

Compliance

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

Actions in remedying of violations may be implemented prior to obtaining the approval of Agency 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 Agency by the end of the next business day so that prompt arrangements may be made to remedy the violation.

Insurance

Upon award, the contractor shall provide the insurance coverage in the types and amounts specified in the enclosed sample contract agreement. The State of Connecticut shall be named as the additionally insured on such insurance accords. Awarded Facility Management Contractor shall obtain proof of any sub-contractor's commercial general liability (CGL), workers' compensation, and automobile insurance. Proof of this coverage must be obtained before the work or services of the vendor begin.

Contract Period

The State intends that this contract shall be in effect for a period of five years, estimated to commence 07/01/12 and expire 6/30/2017. The State reserves the right to extend this contract for a period up to the full original contract term or parts thereof with mutual consent between both parties.

Motor Carrier Safety Review. If the performance of the Contract requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, or other motor vehicle with a gross vehicle weight rating (GVWR) of 18,000 pounds or more, each proposer will be the

subject of an evaluation, conducted by the Connecticut Department of Motor Vehicles (CTDMV) of its motor carrier safety fitness. The primary factor in the evaluation is the current SAFESTAT score, calculated by the U.S. Federal Motor Carrier Safety Administration (FMCSA) in accordance with the provisions of Title 49, Section 385.1, et seq., of the Code of Federal Regulations.

To be deemed qualified, the proposer must have an overall SAFESTAT category rating of "D" or better, on the date of evaluation. In addition, the proposer's driver and vehicle out-of-service rates will be consulted. The rates are determined by the number of out-of-service violations cited to the motor carrier in the course of all official, reported vehicle and/or driver inspections conducted during the preceding thirty (30) months. To be deemed qualified, the proposer must not have either a vehicle or driver out-of-service rate, by percentage of out-of-service violations per the total number of inspections reported, that is more than twice the national average. In addition, the proposer must have a current federal safety management practices rating of "Satisfactory," as defined in 49 CFR section 385.3, as amended.

Further information concerning the motor carrier safety evaluation, to which a proposer is subject, may be obtained from CTDMV at ;

http://www.ct.gov/dmv/cwp/view.asp?a=798&q=413206&dmvPNavCtr=|#49068.

All official inspection and rating data that is used in the performance of each evaluation is available to any motor carrier through the federal SAFESTAT website, at http://www.ai.volpe.dot.gov/.

Pre-Proposal Meeting and Site Visit.

A mandatory pre-proposal meeting and site visit will be held on November 14th –2012 at 9:00 AM commencing at the at the 55 West Main Street, Waterbury, CT. Contact will be Gary Durgan at 860-713- 5698. Proposers arriving late more than 15 minutes and not present for the meeting will not be allowed to participate. Should all facilities not be seen on the 14th, the meeting will be completed the next day on the 15th.

The Pre Proposal meeting will continue thereafter and will continue on to the other facilities in the following order.

395 West Main Street, Waterbury
59 Field Street, Torrington

Note: Proposers are encouraged limit Representatives from their Company to no more than two individuals.

Quantities and/or Usages

These are estimated quantities and/or usages only and in no way represent a commitment and/or intent to purchase. Actual quantities may vary and will be identified on individual purchase orders issued by the requesting state entity.

Brand Name Specifications and/or References

The use of the name of a manufacturer or of any particular make, model or brand in describing an item does not restrict proposers to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the proposer shall warrant to the State that it is fit for that purpose. Proposals on comparable items must clearly state the exact article being offered including any and all applicable options and the proposer shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the

purpose intended. If the proposer does not indicate that the article offered is other than as specified, it will be understood that the proposer is offering the article exactly as specified. Proposers must submit complete documentation on the specifications and quality levels of the proposed products. Proposals submitted that do not contain this documentation are subject to rejection.

Contract Award
The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State.

Stability of Proposed Prices
Any price offerings from proposers must be valid for a period of 120 days from the due date of the proposals. Upon award, prices will be fixed for the term of the contract.

Amendment or Cancellation of the RFP
DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

Proposal Modifications
No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by DAS. DAS, at its option, may seek proposer retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

Proposer Presentation of Supporting Evidence
Proposers must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that DAS deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

Proposer Demonstration of Proposed Services and or Products
At the discretion of DAS, proposers must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS and without cost to the State.

Erroneous Awards
DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a proposer and subsequently awarding the contract to another proposer.

Such action on the part of DAS shall not constitute a breach of contract on the part of DAS since the contract with the initial proposer is deemed to be void and of no effect as if no contract ever existed between DAS and such proposer.

Proposal Expenses
Proposers are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by DAS.

Ownership of Proposals
All proposals shall become the sole property of the State and will not be returned.

Ownership of Subsequent Products
Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

Oral Agreement or Arrangements

Any alleged oral agreements or arrangements made by proposers with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

Subcontractors

DAS must approve any and all subcontractors utilized by the successful proposer prior to any such subcontractor commencing any work. Proposers acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful proposer shall be responsible for all payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful proposer to DAS upon request. The successful proposer must provide the majority of services described in the specifications.

Specific Proposal Requirements

A selection committee will review and score all proposals. The following five (5) criteria, in addition to the requirements, terms and conditions and executed standard RFP documents identified throughout this RFP Document will be considered as part of the selection process. For the purposes of submittal, proposer shall address the criteria below in the format prescribed in paragraph "Proposal Submittal Requirements" found on page fifteen (16).

1. **RFP Content and Preparation**

   a. Ability to submit ,complete and meet RFP Submittal format, documents specifications, requirements, terms and conditions.

2. **Business Information:**

   a. Length of Time in Business

   b. Organizational chart of proposed firm

   c. Appropriate Insurance and financial capability

   d. References / Past Performance (Provide customer names, contact, contact telephone numbers and contract value of similarly sized facilities managed.

   e. Ability to provide service.

3. **Account Management and Personnel**

   a. Strategy for managing contract and customer service approach

   b. Ability to adhere to Quality Assurance / Safety requirements

   c. Reporting Capabilities

   d. Proposed Personnel résumé and qualifications

4. **Value**

a. Form RFP-16 Exhibit B Price Schedule

b. Ability to maintain cost effectiveness and implement savings.

5. Oral Presentation

To be presented following proposal due date and evaluation of criteria referenced above.

Instructions to Proposers

Proposal Submittal Requirements

Responses

a) Important: The CT DAS now requires that bid submittals and associated contracting documents be submitted by bidders and proposers on line through their CT DAS Biz Net Account. Utilize the link below to obtain submission requirements and instruction for doing so.

http://das.ct.gov/cr1.aspx?page=371

b) Proposers shall submit the information required and any additional information required by the DAS. Each proposer shall submit a response that clearly and concisely demonstrates the proposers' ability to satisfy the requirements set forth in this RFP.

c) For evaluation purposes, response submittals will be scored, ranked and considered for a contract award in a manner that has been established prior to the due date of this RFP. Evaluation criteria and all other required documents must be submitted to be considered for qualifying. Failure to submit all required documents can result in a proposal being deemed Non- Responsive. .

d) By responding to this RFP, each proposer agrees that it will not make any claims for or have any rights to damages or other relief because of any misinterpretation or misunderstanding of the specifications or terms and conditions set forth in this RFP.

Questions

Questions for the purpose of clarifying the RFP must be submitted in writing to paul.greco@ct.gov and must be received in Procurement Services no later than noon on November 20th, 2012.

Resulting Contract

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited. The state will pursue negotiations with the highest scoring proposal. If, for some reason, DAS and the initial proposer fail to reach consensus on the issues relative to a contract, then DAS may commence contract negotiations with other proposers. DAS may decide at any time to start the RFP process again.

Thereafter, Proposers will be required to sign a formal contract as identified in "Contract". The contract may include a liquidated damages clause at the discretion of the State.