



STATE OF OHIO
DEPARTMENT OF ADMINISTRATIVE SERVICES
GENERAL SERVICES DIVISION
OFFICE OF PROCUREMENT SERVICES
4200 SURFACE ROAD, COLUMBUS, OH 43228-1395

MANDATORY USE CONTRACT FOR: Property Management of DAS Managed Metro Columbus Facilities

CONTRACT NUMBER: CSP901017

EFFECTIVE DATES: 07/01/16 TO 06/30/19

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP901017 that opened on 04/27/16. The evaluation of the Proposal responses has been completed. The Offeror listed herein has been determined to be the highest ranking Offeror and has been awarded a Contract for the services listed. The respective Proposal response including, Contract Terms & Conditions, any Proposal amendment, special Contract Terms & Conditions, specifications, pricing schedules and any attachments incorporated by reference and accepted by DAS become a part of this Services Contract.

This Requirements Contract is effective beginning and ending on the dates noted above unless, prior to the expiration date, the Contract is renewed, terminated, or cancelled in accordance with the Contract Terms and Conditions.

This Requirements Contract is available to the Ohio Department of Administrative Services as applicable.

The agency is eligible to make purchases of the contracted services in any amount and at any time as determined by the agency. The State makes no representation or guarantee that department will purchase the volume of services as advertised in the Request for Proposal.

This Requirements Contract and any Amendments thereto are available from the DAS Web site at the following address:

www.ohio.gov/procure

MUTUALLY AGREED UPON PROPOSAL AND RFP REVISIONS

The following changes to the CBRE Proposal and Cost Summary were agreed upon through negotiations

1. SUPPORT REQUIREMENTS

- Delete sentence reading "CBRE will act as General Contractor" in item b

2. ASSUMPTIONS

- The statement related to automatic yearly increases in salaries is removed. The applicable Contract Terms and Conditions related to periodic increases will be utilized
- Only the pass through to be negotiated per occurrence cost of snow removal at 4200 Surface Rd. is exempted from the monthly fees. The cost of snow removal at all other buildings remains a part of the monthly fees.
- The updated initial tool list will be amortized over the first term of the Contract

3. COST SUMMARY – MANAGEMENT FEE Add italicized language as follows:

- *Insert "Support of" service contract supervision*
- *Insert "Support of" life safety education*

4. COST SUMMARY – pages 1-5 Resubmitted on DAS templates with negotiated changes

- Removed some proposed additional staffing
- Added shared costs for staff that are shared across buildings
- Added the shared CAR salary as proposed in the CBRE Cost Summary
- Added the pass through to be negotiated per occurrence cost of snow removal at 4200 Surface Rd. only
- The proposed start-up additional materials costs have been amortized over the first term of the Contract
- Added notes that the second shared Chief Engineer and part time Admin position will be re-evaluated prior to the transition of the second set of buildings

5. COST SUMMARY – additional services The following changes have been made:

- Office Expenditure Reimbursement removed
- Project Management Fee changed to Optional on the Cost Summary

6. COST SUMMARY – CAR reallocation The table in the CBRE Proposal Cost Summary will be used to allocate the salary of the single Customer Account Representative (CAR) across all nine DAS buildings under CBRE Contract. Contract DAS075 will be amended to reflect this change.

7. The proposed start date for services at 4200 Surface Rd. and 25 S. Front is August 1, 2016

MUTUALLY AGREED UPON PROPOSAL AND RFP REVISIONS (continued)

The following RFP (including the Ts&Cs) clarifications and revisions involving insurance were agreed upon through negotiations:

1. Section 5.3.2 of the Standard Terms and Conditions is modified to include the following in the "Insurance" provision:

The State's insurance coverage shall be primary with respect to claims for which the State would be liable as owner of the Property, including, but not limited to the State's actions or omissions, whether negligent or otherwise, and excluding those claims for which Contractor has agreed to indemnify the State and/or which are the result of the Contractor's negligent acts or omissions. Additionally, the State is responsible for any claim for any loss generally associated with the ownership or control of the Property. Notwithstanding the foregoing, all claims or losses pertaining to the Property shall be initially submitted to the Office of Risk Management for preliminary investigation and a nonbinding determination as to the respective responsibilities of the State and Contractor with respect to such claim or loss, the general procedures for which are described below:

General Liability Loss Reporting Procedures:

- Contractor and State will promptly report in writing all claims, potential claims, and losses to the Office of Risk Management (ORM) in a form to be agreed upon by the parties.
 - Loss information reported to ORM should include the following: (i) date and location of loss, (ii) description of incident or accident including photographs of injury or damage, if any, (iii) name and contact information of person(s) injured or alleging property damage, (iv) brief description of injury or damage, and (v) contact information of witness(s), if any.
 - The State shall create a specific loss report for each claim, potential claim, or loss for use by the Contractor and the State.
 - ORM will review the loss information and, where applicable, the ORM will further investigate the circumstances surrounding the loss. Both parties agree to cooperate with the ORM's investigation.
 - Based on the information in the report, the ORM's investigation, and the terms of the contract between the parties, the ORM will make an initial, nonbinding determination as to whether the loss is the responsibility of the State, or the Contractor, or whether both are partially responsible.
 - To the extent that the loss is the responsibility of the State, the ORM will report the claim or loss to the State's general liability insurer.
 - To the extent that the loss is the responsibility of the Contractor, Contractor will assume handling of the claim or loss.
 - If the ORM is unable to make an initial determination, or if one or both of the parties disagrees with the ORM's initial determination and submits prompt written notification to the ORM and the other party of the same, the ORM shall submit the claim or loss notice to the State's general liability insurer for additional investigation. If the State's insurer denies liability after such additional investigation, the ORM will notify the Contractor of the same.
 - If requested, the ORM will provide the Contractor with all loss information unless prohibited by Chapter 149 of the ORC, or any other federal, state, or local regulation, rule, or statute.
2. Section 5.3.2 of the Terms and Conditions, the "Insurance" provision, paragraph 2 is modified as follows:

It is agreed that the Contractor's Commercial General Liability shall be primary over any other insurance coverage, but only to the extent of a loss arising from or attributable to Contractor's conduct, including negligent acts or omissions and the conduct of its subcontractors, agents, and employees.

MUTUALLY AGREED UPON PROPOSAL AND RFP REVISIONS (continued)

3. Section 5.3.4 of the Terms and Conditions, "Limitation of Liability" provision, paragraph 2 is modified to include the following:

Contractor is liable for any loss resulting from its own conduct, including negligent acts and omissions and the conduct of its subcontractors, agents, and employees, in the performance of the duties described in the RFP. Pursuant to the terms of the RFP, Contractor is responsible for the maintenance of the buildings and additional areas (Sky Bridge, tunnels, fountain, plants, marble plazas, parking facility, cooling tower, etc.) as specified for each respective building. Contractor shall not be liable for any loss attributable to the operation of the food service, Housekeeping, Security, Elevator/Escalator Maintenance, Window Washing, Pest Control Services, Fire Protection Services and Inspections, Access Control Systems and surveillance systems, and other functions that are separately contracted or owned by DAS. Contractor shall also not be liable for any losses attributable to the actions of any third party or actions outside of Contractor's control, including but not limited to structural or other defects on the Property, whether known or unknown, acts of nature, natural disasters, acts of terrorism or warfare, riots or any losses which are the responsibility of the State.

4. The Terms and Conditions are modified to include the following provision:

Environmental Risk Management.

Notwithstanding anything to the contrary contained herein, the State acknowledges and understands that Contractor is not qualified to (x) evaluate the presence or absence of hazardous or toxic substances, mold, waste, materials, electromagnetic field, radon, radioactive materials, or other environmental concerns under applicable law, upon, within, above, or beneath the Property (collectively, "Hazardous Materials"); (y) maintain or evaluate compliance with environmental, Hazardous Materials or waste laws, rules and regulations; or (z) conduct or ensure clean-up or remediation of Hazardous Material spills or contamination. Any environmental assessment report of the Property will be obtained from an independent environmental consultant retained by the State. In no event will Contractor make an independent determination as to the presence or absence of Hazardous Materials, or whether the State, the Property or any particular tenant is in violation or compliance with any laws relating to Hazardous Materials ("Hazardous Materials Laws"). Contractor shall have no obligation or liability with respect to the abatement, clean-up or remediation of any spill of or contamination from any Hazardous Materials relating to the Property. The State agrees that, with respect to any abatement, clean-up or remedial action, the State shall employ a qualified and licensed environmental clean-up company to undertake such responsibilities.

Notwithstanding the foregoing, Contractor shall be responsible for any clean-up or remediation and liable for any loss resulting from the Contractor's own use of any hazardous materials, including but not limited to gasoline or oil used in tools or equipment, thinners or solvents, cleaning supplies, paint, propane, fluorescent bulbs, and any other hazardous or toxic substance that creates a risk due to Contractor's own conduct.

5. Section 5.3.2 of the Terms and Conditions, the "Insurance" provision, paragraph 2 shall be deemed to permit Contractor to provide the State with a 30-day prior written notice of cancellation or material change to the policy in lieu of a policy endorsement providing for the same.
6. The RFP requirement for the cost of snow removal at 4200 Surface Rd only to be included in the Contractor's fixed monthly fees is removed. The cost of snow removal for 4200 Surface Rd will be a pass through negotiated per occurrence rate. The cost of snow removal at all other buildings remains a part of the Contractor's fixed monthly fees. Additionally, the use of salt and calcium chloride must be used appropriately on the proper surfaces i.e. asphalt and concrete.

MUTUALLY AGREED UPON PROPOSAL AND RFP REVISIONS (continued)

The following language is added to the Contract (RFP), at award, to encourage the Contractor to solicit and set aside a portion of the work under this Contract for Ohio certified MBE vendors:

4.5 Minority Owned Business Enterprise (MBE) Subcontractors

The State is committed to making more State contracts and opportunities available to MBEs certified by the Ohio Department of Administrative Services pursuant to Section 123.151 of the Ohio Revised Code and Rule 123:2-15-01 of the Ohio Administrative Code. The contracting agency requests the Contractor seek and set aside a portion of the Work to be exclusively performed by Ohio certified MBE businesses. For more information regarding Ohio MBE certification requirements, including a list of Ohio certified MBE businesses, please visit the DAS Equal Opportunity Division web site at:
<http://das.ohio.gov/Divisions/EqualOpportunity/MBEEDGECertification/tabid/134/default.aspx>

The Contractor should use its best efforts to seek and set aside work for Ohio certified MBEs.

Sheltered Solicitation. In seeking solicitations from Ohio certified MBE subcontractors, the Contractor must:

- Utilize a competitive process to which only Ohio certified MBEs may respond;
- Have established criteria by which prospective Ohio MBEs will be evaluated including business ability and specific experience related to the Work requirements; and
- Require the Ohio certified MBE to maintain a valid certification throughout the term of the Contract, including any renewals.

To search for Ohio MBE certified vendors, utilize the DAS Equal Opportunity Division website:
<http://eodreporting.oit.ohio.gov/searchEODReporting.aspx>

- Select "MBE Certified Providers" as the EOD Search Area selection;
- On the subsequent screen, select or fill in appropriate search criteria;
- Select "Search"; and
- a list of Ohio MBE Certified Service Providers satisfying the selected search criteria will be displayed.

Contractors should develop a certified MBE subcontractor set aside plan (Plan). This Plan must be provided to DAS for approval prior to implementation. The Plan must:

- Identify the proposed portions of the Work to be performed by Ohio certified MBE subcontractors;
- Include a description of the competitive process used for the selection of the Ohio certified MBE subcontractors; and
- State the specific percentage of the cost of the Work that it will set aside for Ohio certified MBE subcontractors.

DAS Base Building Accounts

The following Base Building Accounts are established to support all maintenance and associated projects in excess of \$5,000 per occurrence for which DAS is responsible to pay. CBRE, with the approval of DAS, will secure bids/quotes for the projects and will be reimbursed by DAS upon receipt of all required supporting documentation and upon completion of the work. The estimated annual amounts may be adjusted through an amendment to this Contract as needed.

<u>Building</u>	<u>Annual Estimated Amount</u>
4200 Surface Rd, Columbus, Ohio	\$100,000.00
25 S. Front St, Columbus, Ohio	\$ 75,000.00
35 E. Chestnut and 246 N. High St, Columbus, Ohio	\$150,000.00

Cost Summary
(page 1 of 5)

Performance Bond

Property Management of Metro Facilities

CSP901017

UNSPSC CATEGORY CODE: 80131801 Property management

80161601 Property management services

Performance Bond

Annual cost for a \$4,000,000.00 Performance Bond: \$10,000 N/A*

Documentation must be included with the Offeror's Proposal to support the Offeror's ability to secure the Performance Bond.

* Indicates that the State has chosen not to require the Performance Bond at this time.

Cost Summary
(page 3 of 5)

25 S. Front

Property Management of Metro Facilities
CSP901017

UNSPSC CATEGORY CODE: 80131801 Property management
80161601 Property management services

Personnel	Annual hours	Contractor Paid Hourly Rate	Total Compensation Per Hour Including Hourly Rate	Total Annual Cost (Contractor Paid Hourly Rate x Annual Hours)
25 S. Front				
Contractor Account Representative (5%)	104	\$ 51.52	\$ 81.89	\$ 8,517
Electrician / 1st	2080	\$ 31.00	\$ 48.84	\$ 101,587
Laborer / 1st	2080	\$ 20.00	\$ 30.67	\$ 63,793
Maintenance Worker / 1st	2080	\$ 27.00	\$ 41.97	\$ 87,297
ADDITIONAL STAFFING:				
*Chief Engineer	1040	\$ 35.10	\$ 52.33	\$ 54,423
**Lead Assist Admin / 1st	1040	\$ 18.00	\$ 25.17	\$ 26,177
Annual Costs for Materials and Equipment				\$ 134,904
Annual Management Fee				\$ 18,763
Total Annual Cost For Property Management of 25 S. Front				\$ 495,461

The Contractor Paid Hourly Rate is the Hourly Rate paid by the Contractor to the employee.
The Total Compensation Per Hour Including Hourly Rate is the Contractor Paid Hourly Rate plus all business costs associated with benefits, vacation, taxes, insurance etc.

*Chief Engineer is proposed to be shared at 25 S. Front Street and 4200 Surface Road. This position will be re-evaluated prior to the start of the transition of the second set of buildings.

** Lead Assist Admin position was removed from the Chestnut Cost Summary since it is starting with the first transition of properties.

All costs must be in U.S. Dollars.

Cost Summary
(page 4 of 5)

35 E. Chestnut

Property Management of Metro Facilities
CSP901017
UNSPSC CATEGORY CODE: 80131801 Property management
80161601 Property management services

Personnel	Annual hours	Contractor Paid Hourly Rate	Total Compensation Per Hour Including Hourly Rate	Total Annual Cost (Contractor Paid Hourly Rate x Annual Hours)
35 E. Chestnut				
Contractor Account Representative (10%)	208	\$ 51.52	\$ 81.89	\$ 17,033
Electrician / 1st	2080	\$ 31.00	\$ 49.00	\$ 101,920
Maintenance Worker / 1st	2080	\$ 22.00	\$ 34.66	\$ 72,093
ADDITIONAL STAFFING				
*Chief Engineer / 1st	1040	\$ 35.10	\$ 52.33	\$ 54,423
**Assist Admin / Part-time	520	\$ 18.00	\$ 25.17	\$ 13,088
Annual Costs for Materials and Equipment				\$ 126,087
Annual Management Fee				\$ 29,273
Total Annual Cost For Property Management of 35 E. Chestnut				\$ 413,917

The Contractor Paid Hourly Rate is the Hourly Rate paid by the Contractor to the employee.
The Total Compensation Per Hour Including Hourly Rate is the Contractor Paid Hourly Rate plus all business costs associated with benefits, vacation, taxes, insurance etc.

These positions below will be re-evaluated prior to the start of the transition of this building:
*Chief Engineer is proposed to be shared between 35 E. Chestnut and 246 N. High Street
**Part-time Assist Admin is proposed to be shared between 35 E. Chestnut and 246 N. High Street

All costs must be in U.S. Dollars.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: CSP901017

0000224811
CBRE Government Services LLC
750 9th Street NW, Suite 900
Washington, DC 20001

CONTRACTOR'S CONTACT: Lorraine Stelzer

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 224-1492

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CRBE Government Services LLC
4400 West 78th Street, Suite 200
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