



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 Owned Office Towers

CONTRACT NUMBER: CSP905313

EFFECTIVE DATES: 07/01/13 TO 06/30/17

The Department of Administrative Services has accepted Proposals submitted in response to Request for Proposal (RFP) No. CSP905313 that opened on 03/22/13. 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 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.

Questions regarding this and/or the Services Contract may be directed to:

Dennis Kapenga  
dennis.kapenga@ohio.gov

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

[www.ohio.gov/procure](http://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 GC” in item b
2. COST SUMMARY – MANAGEMENT FEE Add or remove italicized language as follows:
  - *Insert “Support of”* service contract supervision
  - *Insert “Support of”* oversight of tenant security and life safety education
  - *Insert “Support of”* tenant relationship management
  - Revise the Management Staff paragraph by deleting the word “*anticipated*” before compensation
3. COST SUMMARY – page 1 Resubmitted on DAS template
4. COST SUMMARY – pages 2 - 6 The following changes have been made:
  - Delete language on each page reading “Note: Labor, overtime and holiday pay increase 3%/yr. beginning in year 2”
  - In lieu of the above language, CBRE will utilize the standard Ts & Cs Economic Price Adjustment policy to request staff pay increases
  - Updated Cost Summary pages 2-6 were resubmitted on the DAS templates with the following changes:
    - Overtime Holiday Pay and the CAR bonus were removed and are now included in Total Compensation
    - Cost Category of Office Administration and Accounting has been removed and is now included in Annual Costs for Materials and Equipment
    - The additional first year Administrative Costs, as well as the additional first year Costs for Materials and Equipment have been amortized over the initial four years of the Contract
5. COST SUMMARY – additional services The following changes have been made:
  - Software Costs changed to Optional on the Cost Summary
  - Banking Fees changed to Optional on the Cost Summary
  - Office Expenditure Reimbursement removed
  - Project Management Fee changed to Optional on the Cost Summary

**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.

**Cost Summary**  
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**Performance Bond**

Property Management of DAS Owned Office Towers  
CSP905313  
UNSPSC CATEGORY CODE: 80131801 Property management  
80161601 Property management services

**Performance Bond**

Annual cost for a \$4,000,000.00 Performance Bond: \$40,000

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

**Cost Summary**  
(page 2 of 6)

**Michael V. DiSalle Government Center**

Property Management of DAS Owned Office Towers  
CSP905313  
UNSPSC CATEGORY CODE: 80131801 Property management  
80161601 Property management services

Michael V. DiSalle Government Center				
Personnel	Annual hours	Contractor Paid Hourly Rate	Total Compensation Per Hour Including Hourly Rate	Total Annual Cost (Contractor Paid Hourly Rate x Annual Hours)
Contractor Account Representative (23%)	478	\$ 48.56	\$ 74.80	\$ 35,752
Chief Engineer / 1 <sup>st</sup>	2080	\$ 30.00	\$ 42.60	\$ 88,608
Lead Admin. Assistant / 1 <sup>st</sup>	2080	\$ 20.00	\$ 27.00	\$ 56,160
Admin. Assistant / 1 <sup>st</sup>	2080	\$ 17.00	\$ 22.95	\$ 47,736
Maintenance Supervisor / 1 <sup>st</sup>	2080	\$ 27.00	\$ 39.15	\$ 81,432
Mechanic / 1 <sup>st</sup>	2080	\$ 23.00	\$ 33.35	\$ 69,368
Electrician / 1 <sup>st</sup>	2080	\$ 32.00	\$ 46.40	\$ 96,512
Laborer / 1 <sup>st</sup>	2080	\$ 19.00	\$ 27.55	\$ 57,304
Mechanic / 2 <sup>nd</sup> (2)	4160	\$ 24.00	\$ 38.07	\$ 158,368
Maintenance Worker / 2 <sup>nd</sup> (3)	6240	\$ 23.00	\$ 34.82	\$ 217,280
Additional Staffing				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Annual Costs for Materials and Equipment				\$ 127,050
Annual Management Fee				\$ 40,900
<b>Total Annual Cost For Property Management of Michael V. DiSalle Government Center</b>				<b>\$ 1,076,480</b>

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.

All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a Contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

**Cost Summary**  
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**Frank J. Lausche State Office Building**

Property Management of DAS Owned Office Towers  
CSP905313  
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)
Frank J. Lausche State Office Building				
Contractor Account Representative (17%)	354	\$ 48.56	\$ 74.60	\$ 26,445
Chief Engineer / 1 <sup>st</sup>	2080	\$ 32.00	\$ 45.44	\$ 94,515
Lead Admin. Assistant / 1 <sup>st</sup>	2080	\$ 20.00	\$ 27.00	\$ 56,160
Admin. Assistant / 1 <sup>st</sup>	2080	\$ 17.00	\$ 22.95	\$ 47,736
Mechanic / 1 <sup>st</sup>	2080	\$ 25.00	\$ 36.25	\$ 75,400
Electrician / 1 <sup>st</sup>	2080	\$ 32.00	\$ 46.40	\$ 96,512
Laborer / 1 <sup>st</sup>	2080	\$ 19.00	\$ 32.01	\$ 66,581
Mechanic / 2 <sup>nd</sup>	2080	\$ 25.00	\$ 40.71	\$ 84,677
Maintenance Worker / 2 <sup>nd</sup>	2080	\$ 24.00	\$ 39.26	\$ 81,661
Lead Mechanic / 2 <sup>nd</sup>	2080	\$ 26.00	\$ 42.33	\$ 88,041
Additional Staffing				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Annual Costs for Materials and Equipment				\$ 129,750
Annual Management Fee				\$ 35,350
<b>Total Annual Cost For Property Management of Frank J. Lausche State Office Building</b>				<b>\$ 882,827</b>

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.

All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a Contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

**Cost Summary**  
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**Oliver Ocasek Government Office Building**

Property Management of DAS Owned Office Towers  
CSP905313  
UNSPSC CATEGORY CODE: 80131801 Property management  
80161601 Property management services

Oliver Ocasek Government Office Building				
Personnel	Annual hours	Contractor Paid Hourly Rate	Total Compensation Per Hour Including Hourly Rate	Total Annual Cost (Contractor Paid Hourly Rate x Annual Hours)
Contractor Account Representative (10%)	208	\$ 48.56	\$ 74.78	\$ 15,554
Chief Engineer / 1 <sup>st</sup>	2080	\$ 30.00	\$ 42.60	\$ 88,608
Lead Admin. Assistant / 1 <sup>st</sup>	2080	\$ 20.00	\$ 27.00	\$ 56,160
Admin. Assistant / 1 <sup>st</sup> (.5)	1040	\$ 18.00	\$ 22.95	\$ 23,868
Mechanic / 1 <sup>st</sup>	2080	\$ 25.00	\$ 42.18	\$ 87,733
Electrician / 1 <sup>st</sup>	2080	\$ 32.00	\$ 52.33	\$ 108,845
Maintenance Worker / 1 <sup>st</sup>	2080	\$ 25.00	\$ 42.18	\$ 87,733
Additional Staffing				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Annual Costs for Materials and Equipment				\$ 111,250
Annual Management Fee				\$ 18,804
<b>Total Annual Cost For Property Management of Oliver Ocasek Government Office Building</b>				<b>\$ 598,555</b>

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.

All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a Contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

**Cost Summary**  
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**James A. Rhodes State Office Tower**

Property Management of DAS Owned Office Towers  
CSP905313  
UNSPSC CATEGORY CODE: 80131801 Property management  
80161601 Property management services

James A. Rhodes State Office Tower				
Personnel	Annual hours	Contractor Paid Hourly Rate	Total Compensation Per Hour Including Hourly Rate	Total Annual Cost (Contractor Paid Hourly Rate x Annual Hours)
Contractor Account Representative (27%)	562	\$ 48.56	\$ 74.73	\$ 41,998
Chief Engineer / 1 <sup>st</sup>	2080	\$ 50.00	\$ 71.00	\$ 147,680
Lead Admin. Assistant / 1 <sup>st</sup>	2080	\$ 20.00	\$ 27.00	\$ 56,160
Admin. Assistant / 1 <sup>st</sup>	2080	\$ 17.00	\$ 22.95	\$ 47,736
Maintenance Supervisor / 1 <sup>st</sup>	2080	\$ 30.00	\$ 43.50	\$ 90,480
Mechanic / 1 <sup>st</sup> (2)	4160	\$ 25.00	\$ 36.25	\$ 150,800
Electrician / 1 <sup>st</sup>	2080	\$ 32.00	\$ 46.40	\$ 96,512
Laborer / 1 <sup>st</sup>	2080	\$ 20.00	\$ 29.00	\$ 60,320
Maintenance Worker / 1 <sup>st</sup>	2080	\$ 22.00	\$ 31.90	\$ 66,352
Mechanic / 2 <sup>nd</sup> (2)	4160	\$ 25.00	\$ 40.28	\$ 167,560
Maintenance Worker / 2 <sup>nd</sup>	2080	\$ 22.00	\$ 35.93	\$ 74,734
Lead Mechanic / 2 <sup>nd</sup>	2080	\$ 25.00	\$ 40.28	\$ 83,782
Laborer / 2 <sup>nd</sup>	2080	\$ 20.00	\$ 33.03	\$ 68,696
Additional Staffing				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Annual Costs for Materials and Equipment				\$ 201,750
Annual Management Fee				\$ 97,590
Total Annual Cost For Property Management of James A. Rhodes State Office Tower				\$ 1,452,150

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.

All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a Contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

**Cost Summary**  
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**Vern Riffe Center for Government and the Arts**

Property Management of DAS Owned Office Towers  
CSP905313  
UNSPSC CATEGORY CODE: 80131801 Property management  
80161601 Property management services

Vern Riffe Center for Government and the Arts				
Personnel	Annual hours	Contractor Paid Hourly Rate	Total Compensation Per Hour Including Hourly Rate	Total Annual Cost (Contractor Paid Hourly Rate x Annual Hours)
Contractor Account Representative (23%)	478	\$ 48.56	\$ 74.79	\$ 35,752
Chief Engineer / 1 <sup>st</sup>	2080	\$ 37.00	\$ 52.54	\$ 109,283
Lead Admin. Assistant/1 <sup>st</sup>	2080	\$ 20.00	\$ 27.00	\$ 56,160
Admin. Assistant / 1 <sup>st</sup>	2080	\$ 17.00	\$ 22.95	\$ 47,730
Maintenance Supervisor / 1 <sup>st</sup>	2080	\$ 30.00	\$ 43.50	\$ 90,480
Mechanic / 1 <sup>st</sup> (2)	4160	\$ 25.00	\$ 36.25	\$ 150,800
Laborer / 1 <sup>st</sup> (2)	4160	\$ 20.00	\$ 29.00	\$ 120,640
Mechanic / 2 <sup>nd</sup>	2080	\$ 25.00	\$ 36.25	\$ 75,400
Maintenance Worker / 2 <sup>nd</sup>	2080	\$ 22.00	\$ 37.84	\$ 78,705
Maintenance Supervisor / 2 <sup>nd</sup>	2080	\$ 30.00	\$ 49.44	\$ 102,833
Electrician / 2 <sup>nd</sup>	2080	\$ 32.00	\$ 52.34	\$ 108,865
Additional Staffing				
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
		\$	\$	\$
Annual Costs for Materials and Equipment				\$ 201,750
Annual Management Fee				\$ 90,817
<b>Total Annual Cost For Property Management of Vern Riffe Center for Government and the Arts</b>				<b>\$ 1,269,221</b>

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.

All costs must be in U.S. Dollars.

All Offerors who seek to be considered for a Contract award must submit the above information in the format specified. The Original Cost Summary must be included in a separate, sealed envelope/package labeled on the exterior as "Cost Proposal" with the RFP Number and due date.

CONTRACTOR INDEX

CONTRACTOR, TERMS, AND SHIPMENT:

BID CONTRACT NO.: CSP905313 (06/30/17)



0000093259  
CBRE  
280 N. High Street  
Columbus, OH 43215

CONTRACTOR'S CONTACT: Robert Click

TERMS: Net 30 Days

DELIVERY: As Specified

Telephone: (614) 224-1492  
FAX: (614) 224-1767

E-mail address: [rob.click@cbre.com](mailto:rob.click@cbre.com)