

RFP ADDENDUM
RFP-18 Rev. 12/08
Prev. Rev. 5/07

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, Room 5th Floor South

HARTFORD, CT 06106-1659

RFP NO.:
09PSX0290

Proposal Due Date:
13 October 2009

Tony Deluca
Buyer Name

(860)713-5070
Buyer Phone Number

RFP ADDENDUM #3

DESCRIPTION: All Inclusive Contract for the Service and Maintenance of Elevators in Windham and Tolland Counties

FOR:
All using Agencies and Political Sub Divisions

PROPOSERS NOTE:

Include the attached "Exhibit B – Price Schedule" to the listing of Units/Locations

This Addendum must be *Signed & Returned* with your Proposal.

Authorized Signature of Proposer

Company Name

APPROVED _____

TONY DELUCA
Contract Specialist

(Original Signature on Document in Procurement Files)

A mailing label is included for your convenience.

Date Issued: 24 September 2009

SEALED RFP NO.: 09PSX0290

RFP DUE DATE/TIME: 13 October 2009
2:00 PM

RFP

Return Proposal To:

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

PRICE SCHEDULE
RFP-16 Rev 05/08
Prev. Rev. 05/07

STATE OF CONNECTICUT
PROCUREMENT DIVISION
EXHIBIT B

RFP NO.:
09PSX0290

Tony Deluca
Contract Specialist

(860)713-5070
Telephone Number

PRICE SCHEDULE for RFP # 09PSX0290			
Page 1 OF 1	TERMS: 45 days	CASH DISCOUNT: % 15 Days	
		PROPOSER NAME:	

THE FOLLOWING HOURLY RATES AND PARTS PRICING ARE FOR WORK NOT COVERED IN THE MONTHLY SERVICE/ MAINTENANCE COST:

- A. - NORMAL WORK DAY (MONDAY THROUGH FRIDAY, 7:30 am TO 4:40 pm) \$ _____ PER HOUR
- B. - AFTER HOURS, WEEKENDS AND HOLIDAYS \$ _____ PER HOUR
- C. - PARTS** = (COST + % MARKUP) _____ %

* CHARGES ARE A COMPOSITE FOR PASSANGER (P), FREIGHT (F) AND DUMBWAITERS (D).

** CONTRACTORS SHALL MAKE ORIGINAL INVOICES AVAILABLE UPON REQUEST

RFP ADDENDUM
RFP-18 Rev. 12/08
Prev. Rev. 5/07

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, Room 5th Floor South

HARTFORD, CT 06106-1659

Tony Deluca
Buyer Name

(860)713-5070
Buyer Phone Number

RFP NO.:
09PSX0290

Proposal Due Date:
13 October 2009

RFP ADDENDUM #2

DESCRIPTION: All Inclusive Contract for the Service and Maintenance of Elevators in Windham and Tolland Counties

FOR:
All using Agencies and Political Sub Divisions

PROPOSERS NOTE:

REMOVE: UNITS FOR EASTERN CONNECTICUT STATE UNIVERSITY (NOTE: THESE UNITS MAY BE ADDED AT A LATER DATE).

This Addendum must be *Signed & Returned* with your Proposal.

Authorized Signature of Proposer

Company Name

APPROVED _____

TONY DELUCA
Contract Specialist

(Original Signature on Document in Procurement Files)

A mailing label is included for your convenience.

Date Issued: 24 September 2009

Exhibit B - Price Schedule

RFP # 09PSX0290

Elevator Maintenance - Windham and Tolland Counties

NOTE: THE FOLLOWING INFORMATION MAY BE INCOMPLETE AND/OR CONTAIN INACCURACIES. PROPOSERS SHOULD ANTICIPATE THIS IN THEIR DELIBERATIONS.

		Agency Contact Name								
Agency Name	Address of Elevator Location	Last	First	Contact Phone Number	Elevator Manufacturer	Elevator Type and #of Units	Elevator Model	Elevator Serial Number	Date of Last Maintenance or Service	Total price Per Month
Department of Public Safety - Troop C	1320 Tolland State Road, Tolland	Conroy	Officer, Francis	860.896.3200	(P) Dover					
Department of Education - Windham Vocational Tech School	210 Birch Street, Willimantic	Burns	Robert	860.456.3879 X 354	(P) Montgomery					
Quinebaug Valley Community College	742 Upper Maple Street, Danielson	Stifel	David	860.412.7363	(P) Otis					

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, Room 5th Floor South

HARTFORD, CT 06106-1659

RFP NO.:

09PSX0263

Proposal Due Date:

15 September 2009

Tony Deluca

Buyer Name

(860)713-5070

Buyer Phone Number

RFP ADDENDUM #1

DESCRIPTION: **All inclusive contract for service and maintenance of elevators in Middlesex and New London Counties**

FOR:

All Using Agencies and Political Subs

PROPOSERS NOTE:

REMOVED: Corrigan Correctional Facility

See attached supplemental Department of Correction information:

DEPARTMENT OF CORRECTION SCHEDULING

All access to Department of Correction facilities for service shall be pre-scheduled with a minimum **DEPARTMENT OF CORRECTION - SECURITY REGULATIONS**

Contractors must comply at all times with the Department of Correction Security Regulations – See Attachment.

DEPARTMENT OF CORRECTION - SECURITY CLEARANCE

Upon award of contract, Contractor(s) are required to provide a completed **"Collect Background Report"** form for all technicians to be assigned to and/or request admittance to any of the agency's facilities.

DOC will provide a written security clearance confirmation list for individuals that have been security cleared. No technician will be granted admittance to any facility without proper clearance. Technicians are advised to carry a copy of their authorized security clearance confirmation with them at all times. Any changes in personnel must be security cleared at least

7 business days in advance of requested admittance.

Questions relating to the Collect Background Report Form should be directed to Tracie Gadrow at telephone number 860-692-7653 or by e-mail at address doc.clearance@po.state.ct.us. Completed and signed forms should be faxed to secure fax number 860-692-7703. See "Collect Background Report" form Attachment.

24 hour courtesy reminder notice call prior to arriving on site. Contractors who show up more than 15 minutes late will run the risk of not being admitted to a facility. Additionally, contractors who show up more than 15 minutes late or who have not prescheduled their service and are subsequently denied admittance will not be able to charge the State for any loss of time resulting from their lateness or lack of pre-scheduling of respective service.

This Addendum must be Signed & Returned with your Proposal.

Authorized Signature of Proposer

Company Name

APPROVED _____

TONY DELUCA
Contract Specialist

(Original Signature on Document in Procurement Files)

A mailing label is included for your convenience.

Date Issued: 2 September 2009

Tony Deluca
Contract Specialist

(860)713-5070
Telephone Number

tony.deluca@ct.gov
E-mail Address

(860) 622-2938
Fax Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT SERVICES
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659



NOTICE TO VENDORS: Logon to the DAS web page,
click on **Subscribe** (in the right-hand column) and
complete the form to automatically receive notification of
new Bids & RFP's via e-mail.

http://www.das.state.ct.us/Purchase/New_PurchHome/busopp.asp

DAS Procurement Services Web Page

Request for Proposal (RFP)
SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED

RFP Number: **09PSX0290** RFP Due Date & Time: **13 October 2009 at 2:00 pm Eastern Time**

DESCRIPTION: **All Inclusive Contract for the Service and Maintenance of Elevators in Windham and Tolland Counties**

Special Instructions: TO VIEW UNITS PROPOSERS MUST CONTACT AGENCIES BETWEEN 9/18/09 AND 9/25/09. AGENCIES MAY REJECT REQUESTS THAT ARE NOT MADE DURING THIS PERIOD

PLEASE PROVIDE ORIGINAL AND ONE (1) COPY OF YOUR PROPOSAL

NOTE: RFP's are not opened in public on the due date.

New Procedure for Hand-Delivering RFP Responses, effective November 1, 2008

Bring hand-delivered Responses to:

DAS Procurement Services, Room 161, 165 Capitol Avenue, Hartford, CT between 1:30 and 2:00

If you hand deliver a response to DAS Procurement Services at any other time, please call (860)713-5095 for further instruction.

Vendors cannot enter state buildings without a valid photo ID.

This contract replaces the following contract award(s) in part or in total: **02PSX0065**

SEALED RFP NO.: **09PSX0290**

RFP DUE DATE/TIME: **13 October 2009**
2:00 PM

Return Proposal To:

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

RFP

NOTE: Always use mailing label at left on all packages when returning your response.

Responses must be time & date stamped by
DAS Procurement Personnel.

Responses cannot be accepted
after specified RFP Due Date & Time.

Allow sufficient time if responding by mail.

Mailing your Response to DAS Procurement is preferred. If hand-delivering your response, see above instructions.

STATE OF CONNECTICUT

PROPOSER'S CHECKLIST

RFP Number:
09PSX0290

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

1. ___ The Proposal, (RFP-26) must be signed by a duly authorized representative of the company. Unsigned proposals may be rejected.
2. ___ The **Price Schedule** (Exhibit B/RFP-16) you have offered have been reviewed and verified.
3. ___ The **payment terms are Net 45 Days**. Net Terms for periods less than 45 days (Ex. Net 30) may result in proposal rejection. (You may offer cash discounts for prompt payment.)

Exception: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.

4. ___ Any technical or descriptive literature, drawing or proposal samples that are required have been included with the proposal.
5. ___ If required, the amount of proposal surety has been checked and the surety has been included.
6. ___ Any addenda to the proposal have been signed and included.
7. ___ The pre-addressed mailing label has been used on your return mailing envelope or the envelope has been:
 - a. ___ marked with the Proposal Number and RFP Due Date &
 - b. ___ addressed to:

State of Connecticut
Department of Administrative Services
Procurement Division
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106-1659

8. ___ The proposal number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
9. ___ Mail or hand-deliver your proposal in-time to be received and date/time stamped by DAS Procurement no later than the designated RFP due date and time. **Late proposals are not accepted under any circumstances.** Allow ample time if mailing in your proposal. Hand-delivered proposals must be delivered to DAS Procurement Services, Room 161, 165 Capitol Avenue, Hartford, CT between 1:30 and 2:00. Call (860)713-5095 for further instruction if hand-delivering at any other time.
10. ___ Employment Information Form DAS-45 must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each proposal or proposal may be rejected.
11. ___ This Form is not to be returned with your proposal.

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

Tony Deluca
Contract Specialist
(860)713-5070
Telephone Number

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO. 09PSX0290

Read & Complete
Carefully

Page 1 of 3

RFP NO: 09PSX0290	RFP DUE DATE: 13 October 2009	RFP DUE TIME: 2:00 PM	RFP SURETY: \$0.00	DATE ISSUED: 15 September 2009
-----------------------------	---	---------------------------------	------------------------------	--

DESCRIPTION: All Inclusive Contract for the Service and Maintenance of Elevators in Windham and Tolland Counties	
FOR: All Using State Agencies and Political Subdivisions	TERM OF CONTRACT DATE OF AWARD THROUGH 12/31/2012
	Agency Requisition Number(s): N/A

REQUEST FOR PROPOSAL: Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting proposals for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

IMPORTANT: ALL pages of this form, Sections 1 through 3 must be completed, signed and returned by the proposer as part of the proposal package. Failure to submit all pages of this form may constitute grounds for rejection of your proposal.

Section 1 of 3 - **PROPOSER INFORMATION**

COMPLETE PROPOSER LEGAL BUSINESS NAME:		Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN	
PRINCIPAL PLACE OF BUSINESS:		WRITE/TYPE SSN/FEIN NUMBER ABOVE	
BUSINESS NAME , TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: <input type="checkbox"/> LLC <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS)			
<input type="checkbox"/> CORPORATION TYPE OF CORPORATION: -		STATE ORGANIZED IN:	
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT)			
E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER			DATE EXECUTED
←SIGN HERE			
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON	

Tony Deluca
Contract Specialist
(860)713-5070
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO. 09PSX0290

Read & Complete
Carefully

Section 1 of 3 - PROPOSER INFORMATION (CONTINUED)
--

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				

PROPOSER E-MAIL ADDRESS	PROPOSER WEB SITE
-------------------------	-------------------

REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. SAME AS BIDDER ADDRESS ABOVE.

REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
---------------	--------	------	-------	----------

Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 09PSX0290, provide the Proposer Contact Information below.

PROPOSER CONTACT INFORMATION:	NAME (TYPE OR PRINT)
-------------------------------	----------------------

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Proposer Contact & Address information on back of this form, if needed.				

1ST BUSINESS PHONE:	Ext. #	HOME PHONE:
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:
CELLULAR:		2 ND PAGER:
1 ST FAX NUMBER:		TOLL FREE PHONE:
2 ND FAX NUMBER:		TELEX:

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? YES (ATTACH CERTIFICATE COPY TO BID) NO

IF YOU ARE A **STATE EMPLOYEE**, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.

PURCHASE ORDER DISTRIBUTION: (E-MAIL ADDRESS)

NOTE: THE E-MAIL ADDRESS INDICATED IMMEDIATELY ABOVE WILL BE USED TO FORWARD PURCHASE ORDERS TO YOUR BUSINESS.

ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION ON SEPARATE SHEET IF REQUIRED

PROPOSAL
RFP-26 Rev. 05/09
Prev. Rev. 5/07

Tony Deluca
Contract Specialist
(860)713-5070
Telephone Number

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.
09PSX0290

Read & Complete
Carefully

Page 3 of 3

Section 2 of 3 - **PROPOSER DEBARMENT AND/OR SUSPENSION**

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

YES NO

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES NO

If the abovesigned proposer, any company official or any subcontractor to the proposer *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 3 of 3 – **OTHER INFORMATION**

Refer to “Guidance for Vendor Authorizations” at:

http://www.das.state.ct.us/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf

Refer to “Guide to the Code of Ethics for Current or Potential State Contractors” at:

http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.:
09PSX0290

Tony Deluca
Buyer Name
(860)713-5070
Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 1 of 3

The following Terms and Conditions govern all Request for Proposals issued by the Department of Administrative Services ("DAS"). Incorporated by reference into these Terms and Conditions are applicable provisions of the Connecticut General Statutes, including but not limited to, those in Title 4a, Chapter 58 and applicable provisions of the Regulations of Connecticut State Agencies, including but not limited to, those that begin with and follow Section 4a-52-1.

Proposers shall comply with the statutes and regulations as they exist on the date of their proposal and as they may be modified from time to time during the term of the contract, as it may be amended.

Submission of Proposals

1. Proposals must be submitted to and received and stamped as received by DAS Procurement Services on such forms as DAS may make available. Telephone or facsimile proposals will not be accepted in response to a Request for Proposals ("RFP").
2. The time and date proposals are due is given in each RFP. Proposals received after the specified due date and time given in each RFP shall not be considered and shall be returned unopened. RFP envelopes must clearly indicate the RFP number as well as the date and time that the proposal is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.
3. Incomplete RFP forms may result in the rejection of proposals. Amendments to proposals received by DAS after the due date and time specified shall not be considered. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the Proposer. Unsigned proposals may be rejected. Errors, alterations or corrections on both the original and any copies of the price schedule to be returned must be initialed by the person signing the proposal or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.
4. In the event of a discrepancy between the unit price and the extension, the unit price shall govern. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the proposal, and subject only to cash discount.
5. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in proposal prices.
6. All proposals are subject to public inspection after the execution of the contract.

7. The successful Proposer shall be bound by the terms and conditions of the form contract that is attached to the RFP, as it may be modified by agreement of the parties.

Guaranty or Surety

8. Proposal and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

Samples

9. The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.
10. Samples are furnished free of charge. Proposers must indicate if their return is desired, which DAS shall do or cause to do provided that they are returned at Proposer's sole cost and expense, FOB Proposer's destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

11. A contract will be awarded to the Proposer or Proposers whose proposals DAS deems to be the most advantageous to the State, in accordance with the criteria set forth in the RFP, always taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.
12. DAS may reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
13. DAS may, in accordance with and pursuant to the Regulations of Connecticut State Agencies, correct inaccurate awards resulting from clerical or administrative errors.

Contract

14. Section 4a-81 of the Connecticut General Statutes (the "Act") requires that this solicitation include a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:
 - (a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.:
09PSX0290

Tony Deluca
Buyer Name
(860)713-5070
Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 2 of 3

(b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction or requests for information or (C) any other similar activity related to such contract. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

(c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

15. Conn. Gen. Stat. § 4-252 (the "Statute") requires that the Request for Proposal, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

(a) The terms "gift," "quasi-public agency," "state agency," "large state contract," "principals and key personnel" and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

(b) 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.

(c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(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) 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 is **28 August 2009**.

16. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and the State have executed the contract and thereafter the Contractor receives a written purchase order from an appropriate State entity.

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

18. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes

STANDARD RFP
TERMS AND CONDITIONS
RFP-19 Rev. 06/08
Prev. Rev. 08/07

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES
PROCUREMENT DIVISION
165 Capitol Avenue, 5th Floor South
HARTFORD, CT 06106-1659

RFP NO.: 09PSX0290

Tony Deluca
Buyer Name
(860)713-5070
Buyer Phone Number

Standard Request for Proposal (RFP) Terms and Conditions - Page 3 of 3

and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Accordingly, attached as Form NDC is a form certification that the successful contractor must deliver executed at the time that it executes the Contract. The execution and submittal of this certificate is a condition precedent to the State's executing the

Contract, unless the contractor is exempt from this statutory requirement, in which case the contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

STATE OF CONNECTICUT
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)
WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT
EMPLOYMENT INFORMATION FORM

RFP Number:
09PSX0290

Company Name Street Address City State	Contact Person	Phone Number	Date
---	----------------	--------------	------

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
--	----------

Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
---	----------

Describe your recruitment, hiring, training and promotion anti-discrimination practices.



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES:

Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

STATE OF CONNECTICUT

Certificate of Compliance with Connecticut General Statute Section 31 - 57b

RFP Number:
09PSX0290

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The _____ **HAS / HAS NOT**
Company Name (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the RFP, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the RFP.

The list of violations (if applicable) is attached.

(Name of Firm, Organization or Corporation)

Signed:

Written Signature:

Name Typed: (Corporation Seal)

Title:

(Title of Above Person, typed)

Dated:

State of _____)

County of _____) **ss:** *A.D., 20* _____)

Sworn to and personally appeared before me for the above, _____,
(Name of Firm, Organization, Corporation)

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

_____, and his/her free act and deed as
(Name of Person appearing in front of Notary or Clerk)

_____.
(Title of Person appearing in front of Notary or Clerk)

My Commission Expires:

(Notary Public) (Seal)

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

09PSX0290

Tony Deluca
Contract Specialist
(860)713-5070
Telephone Number

Vendor Authorization Guidelines- Page 1 of 2

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company

to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC's that do not have boards of directors, must submit the following:

- 1) a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company

to enter into a contract.

STATE OF CONNECTICUT

DEPARTMENT OF ADMINISTRATIVE SERVICES

PROCUREMENT DIVISION

165 Capitol Avenue, 5th Floor South

HARTFORD, CT 06106-1659

BID NO.:

09PSX0290

Tony Deluca
Contract Specialist
(860)713-5070
Telephone Number

Vendor Authorization Guidelines- Page 2 of 2

PARTNERSHIPS – Partnerships, like LLC’s, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation’s resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC’s management or operations agreement.

SOLE PROPRIETORS - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website http://www.das.state.ct.us/Purchase/New_PurchHome/Busopp.asp. Scroll down until you see the heading “**Vendor**” on the far right side of the screen. Then click on “**Vendor Authorization Guidelines and Samples**”.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Prior Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory Title

Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee) Date

Awarding State Agency



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory Date

Printed Name

Request for Proposals

All Inclusive Contract for Service and Maintenance of Elevators in Windham and Tolland Counties

Department of Administrative Services

Contract Specialist: Tony DeLuca

Date Issued: 15 September 2009

Due Date: 13 October 2009



State of Connecticut

Department of Administrative Services

Announcement of Request for Proposals to provide

An all inclusive contract for service and maintenance of elevators in
Windham and Tolland Counties

Date 15 September 2009

RFP No. 09PSX0290

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 All inclusive contract for service and maintenance of elevators in Middlesex and New London Counties to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

TABLE OF CONTENTS

OVERVIEW	4
SCOPE OF SERVICES	5
PRODUCT AND/OR SERVICE SPECIFICATIONS	6
PROPOSAL REQUIREMENTS	30
SELECTION CRITERIA	33
INSTRUCTIONS TO PROPOSERS	34
SUBMITTAL REQUIREMENTS	35
CONTRACT	37

Request for Proposals

All inclusive contract for service and maintenance of elevators in Windham and Tolland Counties

Overview

The purpose of this solicitation is to obtain qualified service providers (Contractors) to perform all inclusive elevator service and maintenance. These services will be primarily provided for, but not limited to state agencies. The services will also be available to political subdivisions and qualified non-profits. Our intent is to identify, pre-qualify service providers (Contractor) and establish maximum hourly rates. The hourly rate shall be a composite rate to service and maintain all types of elevators and dumbwaiters. The work performed by the Contractor shall consist of providing all labor, materials, supervision, tools supplies and any other expenses required to provide the complete maintenance services and or repairs of any description including inspections, adjustments, tests, and replacement parts.

Clients will have the option to select any Contractor who receives a contract award. Those agencies that currently have equipment serviced/maintained under contract #02PSX0065 will have the option to continue with the existing Contractor: only if that Contractor receives an award under this contract or they may select a different Contractor from this award.

Scope of Services

The purpose of this solicitation is to obtain qualified service providers (Contractors) to perform complete elevator service and maintenance. This contract will replace contract 02PSX0065 which will expire on October 31, 2009. Awards will be made to only as many qualified contractors as we believe are required to meet the needs of the affected agencies.

Our objectives are to ensure that only qualified contractors are permitted to service and maintain our equipment and that the state will achieve savings through an open and competitive solicitation.

Product and/or Service Specifications

Qualifications of Prospective Proposers

Experience:

- Proposers shall have been in business five (5) years actively providing service, maintenance, repair and replacement of materials and equipment in elevators of a similar manufacturer, capacity and control system as those covered by this contract.
- Proposers shall have a minimum of five (5) years experience for group supervisory control systems as included in this specification and must provide a detailed statement to that fact.
- Proposers shall have total responsibility for five (5) minimum elevators or dumbwaiters of the type contained within this specification and must list as well as attest to that fact.

Personnel

- Proposers shall show that he has under his direct employment and supervision, the necessary organization to properly fulfill all the services and conditions required under this specification.
- Proposers must demonstrate that he has licensed elevator personnel with a minimum of five (5) years experience in maintaining elevator systems similar to those under this specification.
- Proposers shall provide a list (names and credentials) of those individuals who will service this contract.
- Proposers shall provide a chart that includes names, titles, address, telephone number and e-mail address of their local, regional and national organizations.

Service Facility

- Provide the address of the local service facility that will support this contract the equipment, capabilities and test facilities available to service personnel located in that facility . List other facilities that are available to support this contract.
- Proposer's service facility shall be equipped with spare parts hereinafter specified under "Spare Parts".
- List sources of major replacement parts such as worms, gears, commutator bars and field coils.

General Requirements

The intent of these specifications unless expressly stated otherwise is to cover elevator service and maintenance that is complete in every aspect. Any details of service not explicitly stated in these specifications but necessarily attendant thereto, is deemed understood by the proposer and included herein. The Contractor shall furnish all material and equipment usually furnished with such services, in accordance with industry standards.

All material and equipment supplied shall be new and in first class condition.

A written report is to be submitted to the agency within ten (10) working days after each service.

Contractor shall sign in and sign out with the agency representative. Failure to sign in or out, whether intentional or unintentional shall be understood that the service was not performed.

Contractor shall be completely responsible for their work, including any damages or breakdowns caused by their failure to take appropriate action.

The parties hereto recognize the difficulty of ascertaining consequential damages for loss of use of the premises serviced by the elevators, or other equipment covered under the contract. The Contractor's liability for consequential (liquidated) damages shall be the product of three factors: 1. the yearly contract costs; times 2. A fraction, the numerator of which shall be the number of elevators or other equipment subject to diminution of use at the premises and the denominator of which shall be the number of days of down time and the denominator of which shall be the number of days in the year, excluding weekends and CT designated holidays. Down time of less than four hours shall not be charged against the Contractor; and down time of more than four hours or more shall be counted as a full day.

Yearly cost as used shall mean the fixed maintenance cost payable by the Agency for the year in which said damages are sustained, including any escalations from prior years, but shall not include extra charges properly billed by the Contractor under this agreement. If such damages occur in a period that is partly in one contract year and partly in another, the damages assessable in each year shall be separately computed using the appropriate yearly contract cost for such each portion.

The Contractor agrees to full responsibility for the elevators and all elevator equipment, as they exist on the effective date of this agreement, and to leave them in a first-class operating condition on the termination date.

Any units added to this contract that are not listed on "Exhibit B – Price Schedule" or current units that will be taken over by a an Awarded Contractor other than the Contractor who is currently providing monthly maintenance will be charged the monthly /quarterly rate as listed on "Exhibit B – Price Schedule".

Previous to new or current elevator units being taken over by a new Contractor, the Contractor shall inspect the units. The Contractor must notify the agency or political sub-division first if there are any current problems that need to be repaired. Based on the inspection, Contractor must submit a list to the Agency or designated representative and to DAS (Procurement Services, 165 Capitol Ave, Hartford, CT 06106, Attn: Contract Specialist for Contract # 09PSX0290), of any elevator components in need of attention in order to comply with the terms of this contract. Any disputes regarding required repairs shall be resolved by the State Elevator Inspector who will indicate what repairs are necessary for the safe operating condition of the elevator. Incumbent contractors will be responsible for existing items if such items were covered under the previous monthly maintenance contract. Any such needed repairs may be bid separately from this contract. The State Elevator Inspector may do verification of required repairs. If no "needed work list" is submitted prior to acceptance of the additional unit(s), the new Contractor shall assume full maintenance on the unit(s).

Additional Elevator Units, during the term of this agreement the State of Connecticut and Political Sub-Divisions may add elevator units to this Contract Award. It is the State's intent to make this a multiple Contractor Award, therefore, the State and or Political Sub-

Divisions may choose the Contractor that best fits their business needs at the time service is requested.

SERVICE REQUIREMENTS

MAINTENANCE SPECIFICATION – TRACTION ELEVATORS

General

The contractor shall provide full maintenance services for the elevators listed on “Exhibit B – Price Schedule” and any additions to this contract.

Scope of Work

To be performed by the Contractor under the specifications shall consist of furnishing all materials, labor, supervision, tools, supplies and other expenses necessary to provide full maintenance services and repairs of every description, including inspections adjustments, test and replacement of parts as herein specified for all equipment covered under this contract.

Full Service Maintenance

The contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including but not limited to the following;

Entire machine, including housing, drive sheave, drive sheave bearings, brake and brake assembly and component parts.

Hoist motor and motor generator including auxiliary rotating systems, motor winds, rotating elements, commutators and bearings, field windings

All sheaves

Controller: All components including all relays, contacts, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.

Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.

Motor and motor generators brush and brush holders

Hoist way door interlocks or locks and contacts; hoist way door hangers and tracks, bottom door jibs, cams, rollers, and auxiliary door closing devices for power operated doors. Chains, tracks, cams, interlocks, sheaves for vertical bi-parting doors. All up thrust rollers (eccentrics) broken arm closer assembly, retiring arm assemblies complete.

Hoist way limit switches, slowdown switches, leveling switches, and associated cams and vanes.

Guide shoes including rollers or jib type assemblies complete.

Automatic power operated door operators, door protective devices, car hangers, tracks and car door contacts for side slide and vertical bi-parting doors, photo eyes.

Traveling eyes

Elevator control wiring in hoist way and machine room

Governor including governor sheave and shaft assembly bearings, contact jaw and governor tension assemblies.

Car and counterweight safety mechanism and load weighting equipment

Hoist cables governor cables, compensating cables and compensating chains, including the adjustment and shorting of same as required by code.

Buffers, oil or spring type.

Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators.

Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to ensure smooth and satisfactory operation.

Contractor shall also examine and make necessary adjustment or repair to the following accessory equipment including revamping of signal equipment: hall lanterns, car and corridor position indicator positions, car stations, traffic director station electric door operators, intercom systems, interlocks, door hangers, safety edges, LED.

All replacement parts shall be new and specifically designed for the elevators on which they are to be used.

Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.

Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper insulating compound as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior hoist way doorframes are excluded.

Contractor shall maintain all elevator equipment in hoist ways, pits, machine rooms and assigned elevator Contractor work space shall be kept in a clean, orderly condition, free of dirt, dust and debris: pits and machine spaces shall be kept dry and clean.

Contractor shall not be responsible for upgrading the equipment to meet changes in code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal or other Governmental authorities.

The Contractor shall be responsible for notifying the Agency representative or designated representative, in writing of the existence or development of any defects in or repairs required to, the elevator equipment which he does not consider to be his responsibility under the terms of the contract. The contractor shall furnish the Agency or designated representative with a written estimate of the cost to correct any such defects; and the agency shall make the final determination concerning the responsibility for such defects, corrections or repairs. Any repairs, that are not the Contractor's responsibility, will be paid at

the cost plus the percent mark-up as per "Exhibit B – Price Schedule". The Contractor will be paid only for repairs actually required whether more or less.

Contractor shall be responsible for giving immediate notice to the Agency representative or designated representative of any condition which he discovers that may present a hazard to either the equipment or passengers.

Contractor shall not be required by this agreement, except as herein noted to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor. Examples are; refinishing, repairing replacing car enclosures, hoist way, hoist way door panels, frames and sills and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear and tear, which is occasioned by negligence or abuse shall be determined by the Agency. Any repairs that are not the Contractor's responsibility will be paid at the labor rates and material costs indicated on "Exhibit B – Price Schedule"

Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing the Agency representative or designated representative. Any request shall include complete drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the Agency representative or designated representative the Contractor shall at its own expense have obtained comments from the original equipment manufacturer concerning the impact of the change on the overall system. If the changes are made, Contractor shall provide as-build drawings of the modifications.

Maintenance Service

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator equipment from deterioration and to provide peak constant performance of all elevators, resulting in a minimum of down time for any portion of the system.

No more than one elevator per bank shall be out of service at one time for regular maintenance lubrication and service. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Agency representative or designated representative to minimize the disruption caused by the elevators being out of service. If for any reason an elevator should be out of service for more than one hour, the Contractor shall notify the Agency representative or designated representative, when the elevator was taken out of service, the reason why and what time the elevator is expected to be put back into service for proper and safe operation. The following schedule will be considered maximum shutdown times allowed:

Major Repairs

Cable-hoist, governor, compensating and tail ropes. Completion of the work should be within 4 working days after replacement cables are received.

Brake coils and motor field coils – 5 working days

Rewind motor or MG set armature – 8 working days

Turn down and undercut machine commutator – 3 working days

Governor repairs – 2 working days

Replace motor bearings – 4 working days

Minor Repairs: Completion within 24 hours

Replace relay coils

Replace relays

Replace door interlocks

Replace door jibs

Door operator repairs

Repair selector drive tape

Minor Repairs: Completion within 2 working days

Replace door operator motor

Replace Selector Drives motor

Replace brake linings

Contractor shall maintain a record of non-emergency maintenance items in need of correction that come to his attention, and shall provide a list to the Agency or the designated Agency representative for necessary corrective action during the Contractor's routine visits.

Maintenance Service Records

Contractor shall provide and keep current service check charts suitable to the Agency or the designated Agency representative for each elevator. One shall be kept in each machine room of the building in which the elevator is located. Upon completion of the maintenance the Contractor shall properly initial the chart to indicate the work has been completed.

In addition to the check charts in each machine room, the Contractor shall maintain on the premises a log of arrival and departure times of all Contractor employees. At minimum the log shall contain columns for date, time of arrival and departure and work performed on each unit. The log shall be kept with the Agency or the designated Agency representative and shall be completed when the Contractor's employee checks out with the Agency or the designated Agency representative at the completion of each visit.

Contractor shall maintain call back data of all call back records. On a semi-annual basis the Contractor shall provide the Agency or the designated Agency representative a line graph that shows the trend in call backs compared to industry standards.

Maintenance Responsibility

Contractor shall keep the elevator maintained to operate at the original manufacturers speed, keeping the original performance time, including acceleration and retardation as designed by the original manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

The user Agency or the designated Agency representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and if no life threatening situation exists, it shall be

his responsibility to make the necessary corrections within 30 days after receipt of such notice. In the event of a life threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies are not corrected within the stated timeframes, the Agency or the designated Agency representative may employ a Contractor to make the corrections at the original Contractor's expense and recommend contract termination.

During any contract year the Agency or the designated Agency representative may authorize a company to perform maintenance and safety inspections. The Contractor shall accompany this inspector for both inspections of all elevators covered under this contract. At the conclusion of this inspection the Agency or the designated Agency representative shall give the Contractor written notice of any deficiencies found. Contractor shall be responsible for correction of these deficiencies in accordance with the timeframes outlined above.

Working Hours

Working hours are as follows: All work is to be performed Monday through Friday, 7:30 a.m. to 4:30 p.m., except for designated state holidays. All requests for service or scheduling of repairs must be made during this time period. In the instances where the state may request call-back service outside of the 7:30 a.m. – 4:30 p.m. time frame, the contractor shall only invoice for the mechanic's overtime premium portion of the contract. This is the difference between the normal workday hourly rate and the night, weekend, holiday hourly rate. All call -backs shall be answered within two hours, and trapped passenger call -backs shall be answered within thirty (30) minutes. Elevator shutdowns are to be scheduled a minimum 24 hours in advance.

Contractor will perform all repair work in a manner that will cause the least interference with operation of the facility unless otherwise agreed upon between the Agency or the designated Agency representative and Contractor.

Access to Department of Correction (DOC) sites – See requirements at the end of this section.

Reporting Requirements

Contractor shall maintain a complete written record (by elevator) of all emergency callback, replacement and repair work performed. This information shall be consolidated by the Contractor into a monthly (quarterly or semi-annual) report whichever is deemed appropriate by the Agency or the designated Agency representative. The report shall indicate the elevator number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, work hours spent and materials used.

Department of Correction (DOC) reporting, Contractor shall use the DOC designated form. See form at the end of this section.

Spare Parts

In addition to the minor spare parts specified, Contractor shall have available at all times. For immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator concerned. The inventory shall include, but not necessarily be limited to the following:

Lamps, minimum 2 each type
Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors
Transformers and rectifiers for each type and size

- Relays and switches, minimum one of each type
- Controller and selector motor (when used), leveling switches, magnets and inductors
- Selector tapes and selector motor (when used), leveling switches, magnets and inductors
- Door interlocks
- Car door safety edges complete each type
- Car door photoelectric safety device
- Car door detectors complete to include preamplifiers and power pack
- Hanger rollers for both car and hall doors
- Limit Switches and terminal stopping switches
 - Roller guides for cars
 - Electronic tubes for each type and size used
 - Flexible guide shoe jibs
 - Torque wrenches and other small tools

Safety and Inspection

The Contractor shall make safety tests on all (including but not limited to) safety devices, governors and relief valves, as required. Test shall be conducted as described in the latest American Standards Association Inspection Manual in the presence of the appropriate Agency or the designated Agency representative. The Contractor shall promptly correct any defects that may be found in testing and examining the safety devices without any additional charge. A written report of such tests shall be submitted to the state within 15 days after tests. The Contractor shall have a station for personnel who are fully qualified to perform the work described herein, located within the area to be serviced. Such personnel shall have facilities immediately available which will permit them to attend the site of the work within a time of not more than one (1) hour after notification of need. Such time limit shall be predicted on normal conditions.

Note: ASME Safety and inspection requirements, may be updated as required by DAS, with 30 days written notice to Contractors.

Preventative Maintenance Work

The Agency may choose to have the work performed on a monthly, or bi-monthly (every other month) basis.

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation by the manufacturer, the Contractor shall perform the required additional preventative maintenance without any additional cost.

Elevator Phones: Contractor shall be responsible for the operation and maintenance of any current elevator phone(s). This includes all necessary reprogramming of the number called, that the State may request, or made necessary by the change of Contractors. Any battery changes needed or other corrective work to allow the phone to function is also the Contractor's responsibility. The State will be responsible to supply and maintain the necessary phone line to the elevator equipment room and a jack if needed in the equipment room. Any current phone(s) must be made operational as long as the State will supply the phone line to the equipment room. If an ADA accessible phone(s) is present that same style must continue to be used. If a Non ADA phone is found as part of a site inspection or upon the beginning of service, an ADA style phone must be installed at no cost as long as the state agrees to supply the phone line. If there is no phone installed the Contractor may quote the cost to install a phone, which may be procured under this contract. However, the State must supply the phone line.

MONTHLY SERVICE

Observe operation of elevator throughout its full range of all floors it serves to test controls, safety devices, and leveling, relieving, and other devices, observe operation of doors, leveling, reopening devices, pushbuttons, lights, etc.

Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.

Empty drip pans, discard oil in an approved manner and check oil reservoir oil level.

Inspect and lubricate machinery, contacts, linkage and gearing.

If rails are lubricated, check conditions and lubrication. Service lubricators

Remove litter, dust, oil from all machine room equipment

Clean trash from pit and empty drip pans in an approved manner

Check condition of car switch handle; replace emergency release glass if required

Check governor and tape tension sheave lubrication

Replace all burned out lamps, in cars, machine room, pit, hall lanterns, etc.

Replacements for burned out lamps in all lanterns, push buttons, car and corridor position indicators, direction stations "this car up" signs and other signal fixtures shall be supplied and installed by Contractor. Replacement for burned out lamps in cars, machine rooms and pits, shall be furnished by the Agency or the designated Agency representative and installed by the contractor.

Bi-Monthly:

Observe operation of elevator throughout its full range of all floors it serves to test controls, safety devices, and leveling, relieving, and other devices, observe operation of doors, leveling, reopening devices, pushbuttons, lights, etc..

Check door operation, clean lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams and door closer.

Check selector. Clean, adjust and lubricate brushes, commutators, dashpots traveling cables Chain, pawl magnets, wiring, contacts, relays, tape drive and broken tape switch

Check car. Clean, adjust and lubricate car door and gate tracks, pivots, hangers, car grill, side and top exits

Inspect inside of cab. Test telephone or intercom system, normal and emergency lights, fan, emergency call system, alarm, car station. Make needed repairs.

Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required.

Observe operation of signal and dispatching system. Inspect compensating hitches, buffers, rope clamps, slack cable switch, couplings, keyways and pulleys. Check load weighing device and dispatching to me settings. Clean, adjust and lubricate and necessary.

Check oil level in car and counter weight oil buffers and add oil as required

Check brushes and commutators. Inspect commutators for finish, grooving eccentricity and mica level. If required, clean turn, or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.

Check and adjust, car ventilation system, position indicators, director stations, hall and car buttons, hall lanterns this car up signs.

Quarterly:

Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets and inductors. Repair and/or adjust for proper leveling.

Check hoist way doors. Clean lubricate car door or gate tracks, hangers and up thrust eccentrics, linkages jibs and interlocks

Clean, adjust and lubricate car door or gate tracks, pivots. Hangers

On hoist way doors, clean lubricate and adjust tracks, hangers and eccentrics linkages jibs and interlocks

Inspect all fastening and ropes for wear and lubrication. Clean both governors and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension

Inspect hoist reduction gear brake and brake drum, drive sheave and motor and any bearing wear

In the car, test alarm bell system. Clean light fixtures, inspect, clean and adjust retiring cam devices, chain, dashpots, commutators, brushes, cam pivots, set screw, switches, etc. Check adjustment of car and counter weight jibs, shoe or roller guides, lubricate and adjust, if necessary

In the pit, lubricate compensating sheave and inspect hitches. Inspect governor and tape tension sheave fastenings. Empty in an approved manner and clean oil drip pans.

Clean and examine governor rope, replacing if needed. (Do not lubricate governor rope)

Semi-Annually:

Check controller. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc. adjust and lubricate. Check and lubricate all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections

In hoist way, examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check and car shoes, jibs or roller guides. Adjust or replace as required

Clean all overhead cams, sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls

Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks

Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements

On tape drives, check hitches and broken tape switch

Check car stile channels for bends or cracks, also car frame, cams, supports and car steadying plates

Lubricate moving part of vertical rising or collapsing car gates. Check pivot points, sheaves, guides and track wear

Lubricate guide shoe stems

Check governor and tape sheave fastenings

For bi-parting doors, clean chains, tracks and sheaves, lubricate as required. Check door contacts

Check fastenings and operation of door checks, interlocks, clean and lubricate pivot points as required

Annually:

Thoroughly clean car and counterweight guiderails using a nonflammable or high flash point solvent to remove lint dust and excess lubricant. Vacuum down elevator shaft way

Remove, clean and lubricate brake cores on brakes, clean linings, if necessary, inspect for wear and adjust.

Drain, flush and refill reservoirs on each hoisting motor and motor generator.

Check and reset, if necessary all brushes for neutral settings, proper quartering and spacing on commutators.

Group supervisory control systems installed shall be inspected. The systems, dispatching scheduling and emergency servicing shall be tested and adjusted in accordance with manufacturer's specifications. The Contractor shall prove to the Agency or the designated Agency representative that the system functions properly. All work shall be performed during other than working hours with no inconvenience to building occupants. A full report covering adjustment time intervals, dispatch times on various programs, door standing time and door opening and closing speeds shall be furnished to the Agency.

Maintenance Specifications – Hydraulic Elevators

General

The contractor shall provide full maintenance services on the elevator listed on "Exhibit B – Price Schedule" and any additions to this contract.

Scope of Work

To be performed by the Contractor under the specifications shall consist of furnishing all materials, labor, supervision, tools, supplies and other expenses necessary to provide full maintenance services and repairs of every description, including inspections adjustments, test and replacement of parts as herein specified for all equipment covered under this contract.

Full Service Maintenance

The contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including but not limited to the following;

Motors including auxiliary rotating systems, motor windings, rotating elements, couplings and bearings

Controller: All components including all relays, contacts, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.

Selector (when used): All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.

Tanks, pumping units, check, relief and pressure valves

Hoist way door interlocks or locks and contacts, hoist way door hangers and tracks, bottom door jibs, cams rollers, and auxiliary door closing devices for power operated doors. Chains tracks, cams interlocks sheaves for vertical bi-parting doors

Hoist way limit switches, slowdown switches, leveling switches and associated cams and vanes

Guide shoes including rollers or replaceable jibs

Automatic power operated door operator, door protective devices, car hangers, tracks and car door contacts for both side slide and vertical bi-parting doors

Traveling cables

Elevator control wiring in hoist way and machine room

Compensating chains or cable

Buffers

Fixture contacts, push buttons, key switches and locks and lamps and sockets of button stations (car and hall), hall lanterns, position indicators (car and hall), direction indicators

Contractor shall keep the guide rails free of rust where roller guides are used and properly lubricated when sliding guides are used. Renew guide shoe rollers and jibs as required to ensure smooth and satisfactory operation

Contractor shall also examine, and make necessary adjustments or repair to the following accessory equipment including revamping of signal equipment, hall lanterns, car and corridor position indicators, car stations, traffic director station, electric door operators, intercom systems, interlocks, door hangers, safety edges.

Contractor is not responsible for maintaining hydraulic cylinders, plungers and piping that are buried

All replacement parts shall be new and specifically designed for the elevators on which they are to be used.

Contractor shall furnish and use lubricants as recommended by the manufacturer of the equipment or approved equal.

Contractor shall be responsible for keeping the exterior of the elevator machinery and any other parts of the equipment subject to rust painted with heat resistant enamel and presentable at all times. The motor windings shall be treated as needed, with proper

insulating compound as recommended by the motor manufacturer. Cleaning and refinishing of the interior of the cars and exterior hoist way doorframes are excluded.

Contractor shall maintain all elevator equipment in hoist ways, pits, machine rooms and assigned elevator Contractor work space shall be kept in a clean, orderly condition, free of dirt, dust and debris: pits and machine spaces shall be kept dry and clean.

Contractor shall not be responsible for upgrading the equipment to meet changes in code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal or other Governmental authorities.

The Contractor shall be responsible for notifying the Agency representative or designated representative, in writing of the existence or development of any defects in or repairs required to, the elevator equipment which he does not consider to be his responsibility under the terms of the contract. The contractor shall furnish the Agency or designated representative with a written estimate of the cost to correct any such defects; and the agency shall make the final determination concerning the responsibility for such defects, corrections or repairs. Any repairs, that are not the Contractor's responsibility, will be paid at the cost plus the percent mark-up as per "Exhibit B – Price Schedule". The Contractor will be paid only for repairs actually required whether more or less.

Contractor shall be responsible for giving immediate notice to the Agency representative or designated representative of any condition which he discovers that may present a hazard to either the equipment or passengers.

Contractor shall not be required by this agreement, except as herein noted to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor. Examples are; refinishing, repairing replacing car enclosures, hoist way, hoist way door panels, frames and sills and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear and tear , which is occasioned by negligence or abuse shall be determined by the Agency. Any repairs that are not the Contractor's responsibility will be paid at the labor rates and material costs indicated on "Exhibit B – Price Schedule"

Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing the Agency representative or designated representative. Any request shall include complete drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the Agency representative or designated representative the Contractor shall at its own expense have obtained comments from the original equipment manufacturer concerning the impact of the change on the overall system. If the changes are made, Contractor shall provide as-build drawings of the modifications.

Maintenance Service

Maintenance under this contract shall provide a constant, high quality service to properly protect all elevator equipment from deterioration and to provide peak constant performance of all elevators, resulting in a minimum of down time for any portion of the system.

No more than one elevator per bank shall be out of service at one time for regular maintenance lubrication and service. The time of day that each elevator can be shut down for routine maintenance shall be scheduled with the Agency representative or designated representative to minimize the disruption caused by the elevators being out of service. If for

any reason an elevator should be out of service for more than one hour, the Contractor shall notify the Agency representative or designated representative, when the elevator was taken out of service, the reason why and what time the elevator is expected to be put back into service for proper and safe operation. The following schedule will be considered maximum shutdown times allowed:

Minor Repairs – Completion within 1 working day

Replace relay coils

Replace relays

Replace door interlocks

Replace door jibs

Door operator repairs

Repair selector drive tape

Replace valves

Minor Repairs – Completion within 2 working days

Replace door operator motor

Replace selector drive motor

Replace pump unit

Maintenance Service Records

Contractor shall provide and keep current service check charts suitable to the Agency or the designated Agency representative for each elevator. One shall be kept in each machine room of the building in which the elevator is located. Upon completion of the maintenance the Contractor shall properly initial the chart to indicate the work has been completed.

A separate monthly log should track hydraulic fluid loss which is unaccounted for.

In addition to the check charts in each machine room, the Contractor shall maintain on the premises a log of arrival and departure times of all Contractor employees. At minimum the log shall contain columns for date, time of arrival and departure and work performed on each unit. The log shall be kept with the Agency or the designated Agency representative and shall be completed when the Contractor's employee checks out with the Agency or the designated Agency representative at the completion of each visit.

Contractor shall maintain call back data of all call back records. On a semi-annual basis the Contractor shall provide the Agency or the designated Agency representative a line graph that shows the trend in call backs compared to industry standards.

Maintenance Responsibility

Contractor shall keep the elevator maintained to operate at the original manufacturers speed, keeping the original performance time, including acceleration and retardation as designed by the original manufacturer. The door operation shall be adjusted as required to maintain optimum door opening and door closing times, within legal limits.

The user Agency or the designated Agency representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within 30 days after receipt of such notice. In the event of a life threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies are not corrected within the stated timeframes, the Agency or the designated Agency representative may employ a Contractor to make the corrections at the original Contractor's expense and recommend contract termination.

During any contract year the Agency or the designated Agency representative may authorize a company to perform maintenance and safety inspections. The Contractor shall accompany this inspector for both inspections of all elevators covered under this contract. At the conclusion of this inspection the Agency or the designated Agency representative shall give the Contractor written notice of any deficiencies found. Contractor shall be responsible for correction of these deficiencies in accordance with the timeframes outlined above.

Working Hours

Working hours are as follows: All work is to be performed Monday through Friday, 7:30 a.m. to 4:30 p.m., except for designated state holidays. All requests for service or scheduling of repairs must be made during this time period. In the instances where the state may request call-back service outside of the 7:30 a.m. – 4:30 p.m. time frame, the contractor shall only invoice for the mechanic's overtime premium portion of the contract. This is the difference between the normal workday hourly rate and the night, weekend, holiday hourly rate. All call -backs shall be answered within two hours, and trapped passenger call -backs shall be answered within thirty (30) minutes. Elevator shutdowns are to be scheduled a minimum 24 hours in advance.

Contractor will perform all repair work in a manner that will cause the least interference with operation of the facility unless otherwise agreed upon between the Agency or the designated Agency representative and Contractor.

Access to Department of Correction (DOC) sites – See requirements at the end of this section.

Reporting Requirements

Contractor shall maintain a complete written record (by elevator) of all emergency callback, replacement and repair work performed. This information shall be consolidated by the Contractor into a monthly (quarterly or semi-annual) report whichever is deemed appropriate by the Agency or the designated Agency representative. The report shall indicate the elevator number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, work hours spent and materials used.

Department of Correction (DOC) reporting, Contractor shall use the DOC designated form. See form at the end of this section.

Spare Parts

In addition to the minor spare parts specified, Contractor shall have available at all times. For immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator concerned. The inventory shall include, but not necessarily be limited to the following:

Lamps, minimum 2 each type
Door operator motors and gear reduction units, for both sides slide and vertical bi-parting doors
Transformers and rectifiers for each type and size
Relays and switches, minimum one of each type
Controller and selector motor (when used), leveling switches, magnets and inductors
Selector tapes and selector motor (when used), leveling switches, magnets and inductors
Door interlocks
 Car door safety edges complete each type
Car door photoelectric safety device
Car door detectors complete to include preamplifiers and power pack
Hanger rollers for both car and hall doors
Limit Switches and terminal stopping switches
Roller guides for cars
Electronic tubes for each type and size used
Flexible guide shoe jibs

Safety and Inspection

The Contractor shall make safety tests on all (including but not limited to) safety devices, governors and relief valves, as required. Test shall be conducted as described in the latest American Standards Association Inspection Manual in the presence of the appropriate Agency or the designated Agency representative. The Contractor shall promptly correct and defects that may be found in testing and examining the safety devices without any additional charge. A written report of such tests shall be submitted to the Agency within 15 days after tests. The Contractor shall have a station for personnel who are fully qualified to perform the work described herein, located within the area to be serviced. Such personnel shall have facilities immediately available which will permit them to attend the site of the work within a time of not more than one (1) hour after notification of need. Such time limit shall be predicted on normal conditions.

Note: Safety and inspection requirements, ASME may be updated as required by DAS, with 30 days written notice to Contractors.

Elevator Phones: Contractor shall be responsible for the operation and maintenance of any current elevator phone(s). This includes all necessary reprogramming of the number called, that the State may request, or made necessary by the change of Contractors. Any battery changes needed or other corrective work to allow the phone to function is also the Contractor's responsibility. The State will be responsible to supply and maintain the necessary phone line to the elevator equipment room and a jack if needed in the equipment room. Any current phone(s) must be made operational as long as the State will supply the phone line to the equipment room. If an ADA accessible phone(s) is present that same style must continue to be used. If a Non ADA phone is found as part of a site inspection or upon the beginning of service, an ADA style phone must be installed at no cost as long as the state agrees to supply the phone line. If there is no phone installed the Contractor may quote the cost to install a phone, which may be procured under this contract. However, the State must supply the phone line.

Preventative Maintenance Work

The Agency may choose to have the work performed on a monthly, or bi-monthly (every other month) basis. The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation by the manufacturer, the Contractor shall perform the required additional preventative maintenance without any additional cost.

MONTHLY SERVICE

Observe operation of elevator throughout its full range of all floors it serves to test controls, safety devices, and leveling, relieving, and other devices, observe operation of doors, leveling, reopening devices, pushbuttons, lights, etc.

Perform general inspection of machinery, pumps, piping, drives, valves and selector or floor controllers (when used) Lubricate as required

Empty drip pans, discard oil in an approved manner, check reservoir oil level

Inspect and lubricate machinery, contacts linkage and gearing

If rails are lubricated, check condition and lubrication, service lubricators

Replace all burned out lamps in car, machine room, pit hall lanterns, etc.

Remove litter, dust oil, etc from all machine room equipment

Clean trash from pit and empty drip pans, discard oil in an approved manner, examine plunger seals, and correct excess leakage

Bi-Monthly

Observe operation of elevator throughout its full range and at all floors it serves to test controls, safety devices, leveling, relieving, and other devices. If creeping is excessive, determine cause and correct.

Check door operation, clean, lubricate and adjust brakes, check linkages, gears, wiring motors, check keys, set screws, contacts, chains and cams

Inspect interior of cab. Test telephone and or intercom system, normal and emergency lights, fan, emergency call system or alarm, car station

Inspect hoist way and pit. Clean and lubricate equipment as required. Service guide rail lubricators

Observe operation of motor and pump, oil lines, tanks, controls, plunger, packing, etc. Adjust or repair as required

Test manual and emergency control

Check packing glands of valves and cylinder and tighten to prevent loss of fluid

Visually inspect controller, contacts and relays. Check adjustment and replace contacts as required. Clean lubricate, check door brake, operation of door checks, check keyways, set screws contacts, etc.

Observe operation of signal system used

Check locking bar operation (where used) and lubricate as required. Check sill filler operation (where used) and lubricate as required

Quarterly:

Check leveling operation. Clean and adjust leveling switched, hoist way vanes, magnets, and inductors. Repair and/or adjust for proper leveling

Check hoist ways doors. Clean lubricate and adjust tracks, hangers and up thrust eccentrics, linkages jibs and interlocks.

Semi-Annually:

Check controller. Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc. adjust and lubricate. Check and lubricate all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections

In hoist way, examine guide rails, cams and fastenings. Inspect and test limit and terminal switches. Check and car shoes, jibs or roller guides. Adjust or replace as required

Clean all overhead beams, sill's bottom of platform, car top and hoist way walls

Clean car light fixture(s)

On tape drives, check hitches and broke tape switch

Clean car stile channels for bends or cracks. Also car frame, cams, and car steadying plates

Lubricate moving parts of vertical rising or collapsible car gates. Check pivot points, sheaves, guides and track for wear.

Lubricate guide shoe stems

Check governor and tape tension sheave fastenings

For bi-parting doors, clean chains tracks and sheaves, lubricate as required. Check door contacts

Check fastenings and operation of door locks, interlocks, clean and lubricate pivot point as required

Annually:

Thoroughly clean car guides rails using a non-flammable or high flash point solvent to remove lint dust and excess lubricant.

Take a sample of hydraulic fluid and have it tested by a certified lab for viscosity, color contamination, foaming, and other properties specified by the equipment manufacturer. Drain and replace fluid if it fails to meet manufacturer's specified properties.

MAINTENANCE SPECIFICATION – Dumbwaiters

General

The contractor shall provide full maintenance services on the units listed on "Exhibit B – Price Schedule" and any additions to this contract.

Scope of Work

To be performed by the Contractor under the specifications shall consist of furnishing all materials, labor, supervision, tools, supplies and other expenses necessary to provide full maintenance services and repairs of every description, including inspections adjustments, test and replacement of parts as herein specified for all equipment covered under this contract.

Full Service Maintenance

The contractor shall systematically examine, adjust, lubricate, clean and when conditions warrant, repair or replace the following items and components thereof and all other mechanical or electrical equipment, including but not limited to the following;

Entire machine, including housing, drive sheave, drive sheave bearings, brake and brake assembly and component parts.

Motor including auxiliary rotating systems, motor windings, rotating elements, commentators and bearings, field windings

All sheaves

Controller: All components including all relays, contacts, solid state components, resistors, condensers, transformers, contacts, leads, mechanical or electrical timing devices, computer devices.

Selector: All components including selector drive tape, wire or cable, hoist way vanes, magnets, inductors and all other mechanical and electrical drive components.

Motor brushes and brush holders

Contractor shall not be responsible for upgrading the equipment to meet changes in code requirements as may be recommended or directed by insurance companies, Federal, State, Municipal or other Governmental authorities.

The Contractor shall be responsible for notifying the Agency representative or designated representative, in writing of the existence or development of any defects in or repairs required to, the elevator equipment which he does not consider to be his responsibility under the terms of the contract. The contractor shall furnish the Agency or designated representative with a written estimate of the cost to correct any such defects; and the agency shall make the final determination concerning the responsibility for such defects, corrections or repairs. Any repairs, that are not the Contractor's responsibility, will be paid at the cost plus the percent mark-up as per "Exhibit B – Price Schedule". The Contractor will be paid only for repairs actually required whether more or less.

Contractor shall be responsible for giving immediate notice to the Agency representative or designated representative of any condition which he discovers that may present a hazard to either the equipment or passengers.

Contractor shall not be required by this agreement, except as herein noted to make renewals or repairs necessitated by proven negligence or misuse of the equipment by persons other than the Contractor, his representatives and employees or by reason of any other proven cause except for normal wear and tear, beyond the control of the Contractor. Examples are; refinishing, repairing replacing car enclosures, hoist way, hoist way door panels, frames and sills and all power supply panels and feeders. Cost of repairs, replacements or removal necessitated by any cause, other than ordinary wear and tear, which is occasioned by negligence or abuse shall be determined by the Agency. Any repairs that are not the Contractor's responsibility will be paid at the labor rates and material costs indicated on "Exhibit B – Price Schedule"

Equipment, Wiring and Circuit Changes

The Contractor shall not make any changes or alterations to the existing mechanical equipment, circuit wiring or sequencing, nor alter the original circuit or wiring design of the elevators unless changes are authorized in writing the Agency representative or designated representative. Any request shall include complete drawings and wiring diagrams as well as a complete description of the proposed change. Prior to submitting the proposed change to the Agency representative or designated representative the Contractor shall at its own expense have obtained comments from the original equipment manufacturer concerning the impact of the change on the overall system. If the changes are made, Contractor shall provide as-build drawings of the modifications.

Maintenance Service

Maintenance under this contract shall provide a constant high quality service to properly protect all dumbwaiter equipment from deterioration and to provide constant peak performance of all dumbwaiters, resulting in a minimum of down time for any portion of the system.

Not more than one dumbwaiter shall be out of service at one time for regular maintenance, lubrication and servicing. The time of day that each dumbwaiter can be shut down for routine maintenance shall be scheduled with the Agency representative or designated representative to minimize the disruption caused by the dumbwaiter being out of service. If for any reason a dumbwaiter should be out of service for more than the usual trouble shooting time of 30 to 60 minutes, the Contractor shall notify the Agency representative or designated representative when the dumbwaiter was taken out of service, the reason why and what time the dumbwaiter is expected to be put back into service. The following will be considered maximum shutdown times:

Minor Repairs – Completion within 1 working day

Replace relay coils

Replace relays

Replace door interlocks

Replace door jibs

Door operator repairs Repair selector drive tape

Major Repairs – Completion within 2 working days

Replace brake linings

Replace door operator motor

Replace selector drive tape

Contractor shall maintain a record of non-emergency maintenance items in need of correction that come to his attention, and shall provide the Agency or the designated Agency representative for necessary corrective action during the Contractor's routine visits.

Maintenance Service Records

Contractor shall provide and keep current service check charts suitable to the Agency or the designated Agency representative for each dumbwaiter. One shall be kept in each

machine room of the building in which the dumbwaiter is located. Upon completion of the maintenance the Contractor shall properly initial the chart to indicate the work has been completed.

In addition to the check charts in each machine room, the Contractor shall maintain on the premises a log of arrival and departure times of all Contractor employees. At minimum the log shall contain columns for date, time of arrival and departure and work performed on each unit. The log shall be kept with the Agency or the designated Agency representative and shall be completed when the Contractor's employee checks out with the Agency or the designated Agency representative at the completion of each visit.

Contractor shall maintain call back data of all call back records. On a semi-annual basis the Contractor shall provide the Agency or the designated Agency representative a line graph that shows the trend in call backs compared to industry standards.

Maintenance Responsibility

Contractor shall keep the dumbwaiter maintained to operate at the original manufacturers speed

The user Agency or the designated Agency representative reserves the right to make inspections and tests as and when deemed advisable. If it is found that the elevators and associated equipment are deficient either electrically or mechanically, the Contractor will be notified of these deficiencies in writing, and if no life threatening situation exists, it shall be his responsibility to make the necessary corrections within 30 days after receipt of such notice. In the event of a life threatening situation, the Contractor must make the necessary repairs immediately. In the event that the deficiencies are not corrected within the stated timeframes, the Agency or the designated Agency representative may employ a Contractor to make the corrections at the original Contractor's expense and recommend contract termination.

During any contract year the Agency or the designated Agency representative may authorize a company to perform maintenance and safety inspections. The Contractor shall accompany this inspector for both inspections of all elevators covered under this contract. At the conclusion of this inspection the Agency or the designated Agency representative shall give the Contractor written notice of any deficiencies found. Contractor shall be responsible for correction of these deficiencies in accordance with the timeframes outlined above.

Working Hours

Working hours are as follows: All work is to be performed Monday through Friday, 7:30 a.m. to 4:30 p.m., except for designated state holidays. All requests for service or scheduling of repairs must be made during this time period. In the instances where the state may request call-back service outside of the 7:30 a.m. – 4:30 p.m. time frame, the contractor shall only invoice for the mechanic's overtime premium portion of the contract. This is the difference between the normal workday hourly rate and the night, weekend, holiday hourly rate. All call -backs shall be answered within two hours, and trapped passenger call -backs shall be answered within thirty (30) minutes. Elevator shutdowns are to be scheduled a minimum 24 hours in advance.

Contractor will perform all repair work in a manner that will cause the least interference with operation of the facility unless otherwise agreed upon between the Agency or the designated Agency representative and Contractor.

Access to Department of Correction (DOC) sites – See requirements at the end of this section.

Reporting Requirements

Contractor shall maintain a complete written record (by dumbwaiter) of all emergency callback, replacement and repair work performed. This information shall be consolidated by the Contractor into a monthly (quarterly or semi-annual) report whichever is deemed appropriate by the Agency or the designated Agency representative. The report shall indicate the elevator number, date work was performed, type of work (callback, replacement or repair), brief description of the work performed, work hours spent and materials used.

Department of Correction (DOC) reporting, Contractor shall use the DCO designated form. See form at the end of this section.

Spare Parts

In addition to the minor spare parts specified, Contractor shall have available at all times. For immediate delivery and installation, sufficient supply of the following emergency spare parts for the repair of each elevator concerned. The inventory shall include, but not necessarily be limited to the following:

Lamps, minimum 2 each type
Door operator motors and gear reduction units, for vertical bi-parting doors
Transformers and rectifiers for each type and size
Relays and switches, minimum one of each type
Controller and selector motor switch contacts, and coils for each size and type used
Selector tapes and selector motor (when used), magnets, vanes and inductors
Door interlocks
Limit Switches and terminal steering switches
Electronic tubes for each type and size used
Flexible guide shoe jibs
Brake magnet, cores, coils and related items for repair of the brake

Safety and Inspection

The Contractor shall make safety tests on all (including but not limited to) safety devices, governors, etc. as required. Test shall be conducted as described in the latest American Standards Association Inspection Manual in the presence of the appropriate Agency or the designated Agency representative. The Contractor shall promptly correct and defects that may be found in testing and examining the safety devices without any additional charge. A written report of such tests shall be submitted to the state within 15 days after tests. The Contractor shall have a station for personnel who are fully qualified to perform the work described herein, located within the area to be serviced. Such personnel shall have facilities immediately available which will permit them to attend the site of the work within a time of not more than one (1) hour after notification of need. Such time limit shall be predicted on normal conditions.

Note: ASME Safety and inspection requirements, may be updated as required by DAS, with 30 days written notice to Contractors.

Preventative Maintenance Work

The Agency may choose to have the work performed on a monthly, or bi-monthly (every other month) basis.

The preventive maintenance specified herein is considered the minimum for all equipment. If specific equipment covered by this contract requires additional preventative maintenance for safe, reliable operation by the manufacturer, the Contractor shall perform the required additional preventative maintenance without any additional cost.

MONTHLY SERVICE

Perform general inspection of machinery, sheaves, worm and gear motor, brake, selector of floor controllers (when used). Lubricate as required.

Empty drip pans, discard oil in an approved manner and check oil reservoir oil level.

Observe brake operation and adjust or repair if required.

Inspect and lubricate machinery, contacts, linkage and gearing.

Clean and inspect brushes and commutator, perform need repairs

Clean and inspect controllers, selectors, relays, connectors, contacts, etc.

Inspect governor (when used) working parts, clean and

Clean and lubricate signal drive mechanism (when used).

Check condition and lubrication of car end counterweight

Clean trash from pit and empty drip pans in an approved manner

Check condition of car switch handle; replace emergency release glass if required

Check governor (when used) and tape tension sheave lubrication

Replacements for burned out lamps in dumbwaiter car, machine room pit all lanterns, hall fixtures, etc.

Quarterly:

Check door operation, clean lubricate and adjust brakes, checks, linkages, gears, wiring motors, check keys, set screw, contacts, chains, cams.

Check door counterweight. Clean, adjust and lubricate car gate tracks and pivot points. Check selector (when used), Clean, adjust and lubricate brushes, dashpots traveling cables chain, pawl magnets, wiring, contacts, relays, tape drive and broken switch

Check car. Clean, adjust and lubricate car door and gate tracks.

Observe operation of signal and operating system. Inspect buffers, tape clamps, slack cable switch, couplings, keyways and pulleys. Clean, adjust and lubricate and necessary.

Check oil level in car and counter weight oil buffers and add oil as required

Check brushes and commentators. Inspect commutators for finish, grooving eccentricity and mica level. If required, clean turn, or refinish commutator to provide proper commutation. Inspect brushes for tension seating and wear, replace or adjust as required.

Lubricate guide rails where applicable

Check controller contacts and relays. Visually inspect, check adjustment and replace contacts as required.

Visually inspect and clean governors (when used).

Semi-Annually:

Check leveling operation. Clean and adjust leveling switches, hoist way vanes, magnets and inductors or selectors (when used). Repair and/or adjust for proper leveling.

Check hoist way doors Clean, adjust and lubricate tracks, and interlocks

Inspect all fastening and ropes for wear and lubrication. Clean both governors (when used) and hoist ropes and lubricate hoist ropes if needed. Inspect all rope hitches and shackles and equalize rope tension

Inspect hoist reduction gear brake and brake drum, drive sheave and motor and any bearing wear

Inspect, clean and adjust retiring cam device, chain, dashpots, commutators, brushes, cam pivots and fastenings. Inspect safety parts pivots, set screws, switches, etc. Check adjustment of car and counterweight jibs or shoes, lubricate and adjust if necessary

In the pit, inspect hitches, inspect governor (when used) and tape tension sheave fastenings. Empty in an approved manner and clean oil drip pans

Clean and examine governor rope, replacing if needed. (Do not lubricate governor rope)

Annually:

Clean with blower, check alignment of switches, relays, timers, contacts, hinge pins, etc. adjust and lubricate. Check and lubricate all resistance tubes and grids. Check oil in overload relays, settings and operation of overloads. Clean and inspect fuses and holders and all controller connections

In hoist way, examine guide rails, cams, fastenings and counter weights. Inspect and test limit and terminal switches.

Clean all overhead cams, sheaves, sills, bottom of platform, car tops, counterweights and hoist way walls

Inspect sheaves to ensure they are tight on shafts. Sound spokes and rim with hammer for cracks

Examine all hoist ropes for wear, lubrication, length and tension. Replace, lubricate and adjust as required to meet code requirements

Check damping motor brushes and replace if needed.

Pricing

Price increases will be based on the U.S. Department of Labor, Bureau of Labor Statistics PPI <http://www.bls.gov/ppi/> for Metals and Metal products (parts) and Union Contracts (labor).

Twenty percent (20%) of the first year's contract price shall be conclusively deemed to constitute the cost of materials. Increases or decreases to that portion of the contract shall

be based upon the percentage change in the index (see above), between the year in which the contract is made, utilizing the most current publication.

Eighty percent (80%) of the first year's contract price shall be conclusively deemed to constitute the cost of filled labor. Increases or decreases to that portion of the contract shall be based upon the percentage or decrease in the straight hourly labor cost (the sum of the straight time hourly labor rate and the average hourly cost of fringe benefits). Contractors **MUST** provide documentation to support any requests for increases and **SHALL** provide documentation when decreases are implemented.

General Requirements

No Travel time or surcharges of any nature will be allowed.

Subsequent to receipt of a contract award, contractors will be required to provide an updated data base of all units using the "provided "Elevator Log" to DAS. Failure to provide this documentation may result in loss of the award.

EQUIPMENT INSPECTION

Proposers may contact Agency personnel **ONLY** during the period September 18, 2009 through September 25, 2009 to establish appointments if they wish to inspect the equipment prior to submitting a proposal. Agencies may **REFUSE** to grant inspections if requests are received prior to or beyond this period. Agencies may specify one (1) date and time for all inspections.

Proposal Requirements

I. Mandatory Extension to State Entities

Proposers are required to offer and extend this contract (including pricing, terms and conditions) to Political Sub-Divisions of the State (Towns and Municipalities), Schools, and Not-For-Profit Organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

II. 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.

III. 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 bidders 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 bidder shall warrant to the State that it is fit for that purpose. Bids on comparable items must clearly state the exact article being offered including any and all

applicable options and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article offered is other than as specified, it will be understood that the bidder is offering the article exactly as specified. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

IV. P-Card (Purchasing Credit Card)

The State of Connecticut uses a purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this request for proposal may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Suppliers should only charge to the State's purchasing card when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Purchasing Card Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

V. Contract Award

The State reserves the right to award this Contract in a manner deemed to be in the best interest of the State and may include, but not be limited to:

- A. by item, group of items, or in its entirety
- B. geographic location to adequately service the entire State of Connecticut in the best possible manner
- C. Multiple Vendor Award

VI. 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.

VII. 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.

VIII. 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.

IX. 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.

X. 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.

XI. 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.

XII. 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.

XIII. Ownership of Proposals

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

XIV. 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.

XV. 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.

XVI. 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 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.

Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process **and are listed in order of relative importance.**

1. Applicable Content

- a. Ability to meet specifications, requirements, terms and conditions
- b. Ability to provide service, maintenance, service calls, etc.

2. Value Business Information:

- a. Price - Form RFP-16 Exhibit B Price Schedule

3. Account Management

- a. Quality assurance and safety
- b. Strategy for managing contract and customer service approach
- c. Reporting Capabilities

4. Delivery

- a. Ability to adhere to delivery requirements
- b. Ability to fulfill geographic requirements

5. Business Information

- a. Set aside status
- b. Time in business
- c. Insurance
- d. References

Instructions to Proposers

I. Proposal Schedule

Release of RFP:	Date: September 15, 2009
Receipt of Questions:	Date: September 29, 2009, by noon
Answers to Questions posted as Addendum:	Date: October 3, 2009
Proposal Due Date:	Date: October 13, 2009 by 2:00 pm

During the period from your organization's receipt of this Request for Proposals, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut for additional information, except in writing, directed to the Department of Administrative Services, Attn.: Tony DeLuca, Procurement Services, 165 Capitol Avenue, 5th Floor South, Hartford, CT 06106.

II. Questions

Questions for the purpose of clarifying the RFP must be submitted in writing and must be received in Procurement Services no later than noon on September 29, 2009 in the State of Connecticut.

Questions must be delivered to:
Department of Administrative Services
Attn.: Tony DeLuca
(RFP09PSX0290),
165 Capitol Avenue, 5th Floor South
Hartford, CT 06106

or emailed to email address: tony.deluca@ct.gov.

III. Sealed Proposals

Proposals must be submitted in a SEALED envelope or carton, clearly marked with RFP09PSX0290, the date, and the name and address of the proposer. Any material that is not so received may be opened as general mail, and result in invalidating the proposer's submission. Facsimile or unsealed proposals will not be accepted under any circumstances.

Proposers to submit original and **one (1) copy** their proposal.

Submittal Requirements

Examples:

1) Applicable Content

- a) Product / Service Specifications
- b) Product Catalogs

2) Business Information:

- a) DAS Set Aside Certificate
- b) Brief business history outlining length of time in business
- c) Past 2 years financial statements

Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.)

- d) Insurance Certificate(s)
- e) Three (3) Client References: please provide the following information for each reference

Name of company, Contact name, Telephone number, and Description of work provided

Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.

3) Account Management

- a) Plan for contract management
- b) Licenses, Professional designations, resumes of each individual assigned to contract
- c) Quality Assurance / Safety programs to be implemented for this contract
- d) Two (2) complete samples of reports

4) Value

- a) Form RFP-16 Exhibit B Price Schedule

5) Delivery

- a) **Delivery turn around**
- b) **Distribution Channels**

STATE OF CONNECTICUT DEPARTMENT OF CORRECTION

SECURITY REGULATIONS (Page 1 of 2)

Facility Admittance

1. Due to the location and nature of the work, the contractors shall be required to issue identification badges to each of their employees. These badges shall be worn in plain sight at all times within the confines of the Correctional Facility.
2. All bidders and contracted personnel shall provide to the Facility Maintenance Supervisor the following information at least 72 hours in advance of being admitted on site:
 - a. Name
 - b. Date of Birth
 - c. Social Security Number
 - d. Driver's License Number

Official Working Rules

The following are a list of Official Working Rules submitted by the Department of Correction which the Contractor shall be obligated to follow.

- No verbal or personal contact with any inmates.
- All workmen will work under the observation of an assigned correctional officer or supervisor who will check them in and out.
- Equipment will be checked daily and, when not in use, locked in a secure place as the facility officials may direct.
- Hacksaws, blades, and files will remain in the custody of the officer assigned, except when actually being used.
- The correctional officials reserve the right to refuse admittance to any workman for any cause the correctional officials deem sufficient.
- In the event of any emergency, all outside workmen will be escorted outside the facility by the correctional official.
- All questions pertaining to interruptions of service or to safety of the facility, will be taken up with the appropriate correctional official.
- Work at the facility shall be carried on during the time between 8:00 a.m. and 12:00 Noon and between 12:30 p.m. and 4:30 p.m., the maximum allowable working day being 8 hours. No work shall be carried on at the facility on any Saturday, Sunday or Holiday, unless there is an emergency requirement.
- The contractor shall insure that when all apparatus is not in use, it will be made unusable or be supervised to prevent use by inmates for escape.
- The contractor shall supply, to the agency, a copy of all material safety data sheets for all products used in the process of construction, construction materials, and products brought onto the premises.
- Vendors shall provide a detailed list of tools brought into the institution including length of hacksaws, drill bits, etc. Institutions shall conduct inventories of contractor tools upon entering the institution.

"Rules and Regulations of the Dept. of Correction Facility"

All persons employed or entering the Dept. of Correction facility shall read the following rules and regulations and extracts of the laws governing the introduction and control of contraband. Each employee or person shall sign this paper to assure that he/she understands the penalties imposed for violation of these rules and regulations.

Restricted Areas

All persons except Correctional personnel employees, upon entering the grounds are restricted to the immediate area of their work assignment. In order to go to other areas, written permission must be granted by the supervisory correctional official in charge. Only persons having official business will be admitted to construction sites.

Inmates

There may be times when inmates may be working adjacent to or in the same area as construction personnel. All persons are prohibited from accepting or giving anything to an inmate. Inmates are accountable to Correctional personnel only, no other person shall have any conversation or dealings with inmates without the approval of the Correction authorities.

Vehicle Control

Any persons entering upon the Correction grounds, shall remove the ignition keys and lock the vehicle when they leave it for any reason. A Correction Officer shall remain with the contractors' vehicle(s) while inside the compound. Vendors shall insure that equipment on trucks are secured while in the compound.

STATE OF CONNECTICUT DEPARTMENT OF CORRECTION

SECURITY REGULATIONS (Page 2 of 2)

Contraband

Clothing or contraband shall not be brought into or onto the Correction facility's grounds or left in a vehicle. Contraband is defined in subsequent paragraphs and all persons are subject to these Department of Correction Facility Rules and Regulations concerning contraband when on the Correction facility's grounds.

The introduction or attempt to introduce into or upon the grounds of the Correction facility or the taking or attempt to take or send therefrom anything whatsoever without the knowledge of the Facility supervisor is prohibited.

Contraband may be defined as any article, whatsoever which is unauthorized under the circumstances and may include letters, stamps, tools, weapons, papers, floor implements, writing materials, messages (written and verbal) instruments and the like. Any questions which may arise regarding such matters should be promptly discussed with the Facility supervisor.

Failure or negligence in complying with these regulations will result in immediate disciplinary action and/or removal from the site.

Cigarettes are considered contraband in the institutions and shall NOT be brought into the institution.

State Laws Governing Contraband

P.A. 73-639 Section 16. Section 53a-174 of the 1971 noncumulative supplement of General Statutes, as amended by number 12 in lieu thereof:

1. Any person not authorized by law who conveys or passes or causes to be conveyed or passed, into any corrections or humane institution or the grounds or buildings thereof, or to an inmate of such an institution who is outside the premises thereof and known to the person so conveying or passing or causing such convey or passing to be such an inmate any controlled drug, as defined in Section #443, any intoxicating littering, and firearm, weapon, DANGEROUS INSTRUMENTS or explosives of any kind, any United States currency, or any rope, ladder or other instrument or device for use in making, attempting or aiding an escape, for a Class D Felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed five (5) years.
2. The unauthorized conveying, passing, or possessing of any rope or ladder or other instrument or device, adapted for use in making or aiding an escape, into any such institution or the grounds or building thereof, shall be presumptive evidence that it was so conveyed, passed or possessed for such use.
3. Any person not authorized by law who conveys into any such institution any letter or other missive which is intended for any person confined therein, or who conveys within the enclosure to the outside of such institution any letter or other missive written or given by person confined therein, shall be guilty of a Class A misdemeanor. Penalty for a Class "All misdemeanor per Sec. 53a-36 subsection 1, the term is not to exceed one (1) year.
4. Any person or visitor who enters or attempts to enter a Correctional Institution or facility by using a misleading or false name or title shall be guilty of a Class A misdemeanor.

Sec. 17 Section **53a-174a** of said supplement is repealed and the following is substituted in lieu thereof:

1. A person is guilty of possession of a weapon or DANGEROUS INSTRUMENT in a Correctional Institution when, being an inmate of such institution, he knowingly makes, conveys from place to place or has in his possession or under his control any firearm, weapons DANGEROUS INSTRUMENT, explosive, or any other substance or thing designed to kill, injure or disable.
2. Possession of a weapon or DANGEROUS INSTRUMENT in a Correctional Institution is a Class "B" felony. Penalty for a Class "B" felony per Sec. 53a-35 subsection a, b, c, d is a term not to exceed twenty (20) years.

Signed: _____

Date: _____

DEPARTMENT OF CORRECTION SCHEDULING

All access to Department of Correction facilities for service shall be pre-scheduled with a minimum

DEPARTMENT OF CORRECTION - SECURITY REGULATIONS

Contractors must comply at all times with the Department of Correction Security Regulations – See Attachment.

DEPARTMENT OF CORECTION - SECURITY CLEARANCE

Upon award of contract, Contractor(s) are required to provide a completed “**Collect Background Report**” form for all technicians to be assigned to and/or request admittance to any of the agency’s facilities.

DOC will provide a written security clearance confirmation list for individuals that have been security cleared. No technician will be granted admittance to any facility without proper clearance. Technicians are advised to carry a copy of their authorized security clearance confirmation with them at all times. Any changes in personnel must be security cleared at least

7 business days in advance of requested admittance.

Questions relating to the Collect Background Report Form should be directed to Tracie Gadrow at telephone number 860-692-7653 or by e-mail at address doc.clearance@po.state.ct.us. Completed and signed forms should be faxed to secure fax number 860-692-7703. See “Collect Background Report” form Attachment.

24 hour courtesy reminder notice call prior to arriving on site. Contractors who show up more than 15 minutes late will run the risk of not being admitted to a facility. Additionally, contractors who show up more than 15 minutes late or who have not prescheduled their service and are subsequently denied admittance will not be able to charge the State for any loss of time resulting from their lateness or lack of pre-scheduling of respective service.

COLLECT BACKGROUND REPORT FOR VENDORS/CONTRACTORS

Fax to Attention: Tracie Gadrow 860-692-7703

NAME _____	D.O.B. _____
(LAST) (FIRST) (MI)	(MM/DD/YYYY)
MAIDEN NAME _____	SSN _____
HGT. _____ WGT. _____ RACE _____ SEX _____ EYES _____ HAIR _____	
SCARS TATTOOS _____	VENDOR: _____
DRIVER'S LICENSE # _____	STATE _____
SUBMITTED BY _____	DATE _____

OFFICIAL USE ONLY:

POSITIVE
RESPONSE

NO PRIOR
CONVICTIONS

- FL02 DRIVER INFO _____
- FLQW CT VEHICLE/WANTED INQ.
- SPRC CT MASTER FILE
- SPSC CT SUSPENSE FILE
- OBTS OFF. BASED TRACKING CHECK
- FLQH INTERSTATE III CHECK
- RT45SS DOC SS CHECK
- RT45NM DOC NAME CHECK
- FLIQ OUT OF STATE CHECKS
- RI
- NY
- MA
- _____

CHECK COMPLETED BY _____ DATE _____

Comments/Findings:		OFFICIAL USE ONLY:			
Arrest Date:	Arresting Agency/Docket Number:	Charge:	Level: Misd. or Fel.	Date Disposed:	Court Disposition:

Please note: this form will not be processed if incomplete or illegible
Please read and sign below in the presence of a witness

RELEASE OF INFORMATION

I, the undersigned, do hereby authorize the Connecticut Department of Correction (CT DOC) to obtain and disclose any and all information deemed appropriate by the Department, from any source(s), including a criminal background investigation relating to whatever in the opinion of the Connecticut Department of Correction is relevant to my suitability for entry into any correctional facility administered by said Department. In addition, I hereby relinquish and waive any and all claims; present and future, against the State of Connecticut and any of its employees or agents in the exercise of the authority granted herewith.

Signature of Applicant _____ Date Signed _____
Signature of Witness _____ Date Signed _____

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.

CONTRACT

09PSX0290

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

FOR THE PURCHASE AND SALE OF
ALL INCLUSIVE CONTRACT FOR THE SERVICE AND MAINTENANCE OF ELEVATORS IN
WINDAM AND TOLLAND COUNTIES

Contract Award Date , 200

Contract Table of Contents

1. Definitions
 2. Term of Contract; Contract Extension
 3. Description of Goods and Services
 4. Price Schedule, Payment Terms and Billing, and Price Adjustments
 5. Rejected Items; Abandonment
 6. Order and Delivery
 7. Contract Amendments
 8. Assignment
 9. Termination, Cancellation and Expiration
 10. Cost Modifications
 11. Breach
 12. Waiver
 13. Open Market Purchases
 14. Purchase Orders
 15. Indemnification
 16. Forum and Choice of Law
 17. Contractor Guaranties
 18. Implied Warranties
 19. Goods, Standards and Appurtenances
 20. Delivery
 21. Goods Inspection
 22. Setoff
 23. Force Majeure
 24. Advertising
 25. Americans With Disabilities Act
 26. Representations and Warranties
 27. Representations and Warranties Concerning Motor Vehicles
 28. Disclosure of Contractor Parties Litigation
 29. Entirety of Contract
 30. Exhibits
 31. Executive Orders
 32. Non-Discrimination
 33. Tangible Personal Property
 34. Whistleblowing
 35. Notice
 36. Insurance
 37. Headings
 38. Number and Gender
 39. Parties
 40. Contractor Changes
 41. Further Assurances
 42. Audit and Inspection of Records
 43. Background Checks
 44. Continued Performance
 45. Working and Labor Synergies
 46. Contractor Responsibility
 47. Severability
 48. Confidential Information
 49. Interpretation
 50. Cross-Default
 51. Disclosure of Records
 52. Summary of State Ethics Laws
 53. Sovereign Immunity
 54. Time of the Essence
 55. Reserved
 56. Campaign Contribution and Solicitation Ban
 57. Health Insurance Portability and Accountability Act
 58. Encryption of Data
- EXHIBIT A** - Description of Goods and Services
- EXHIBIT B** - Price Schedule
- EXHIBIT C** - SEEC Form 11

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

This Contract (the “Contract”) is made as of the _____ day of _____, in the year 200_____, by and between, _____ (the “Contractor,”) with a principal place of business at _____, acting by _____, its _____ and the State of Connecticut, Department of Administrative Services (“DAS”), with a principal place of business at 165 Capitol Ave, Hartford, Connecticut 06106-1659, acting by Tony Deluca, its Contract Specialist, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other good and valuable consideration, the receipt and sufficiency of which the parties acknowledge, the Contractor and the State agree as follows:

1. Definitions. Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - (a) Cancellation: An end to the Contract effected pursuant to a right which the Contract creates due to a breach.
 - (b) Claims: All actions, suits, claims, demands, investigations and proceedings of any kind, open, pending or threatened, whether mature, unmaturred, contingent, known or unknown, at law or in equity, in any forum.
 - (c) Client Agency: All Using State Agencies and Political Subdivisions
 - (d) Contract: The agreement, as of its effective date, between the Proposer and the State for any or all Goods or Services at the Proposal price.
 - (e) Contractor: A person or entity who submits a Proposal and who executes a Contract.
 - (f) Contractor Parties: A Contractor’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - (h) Expiration: An end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract’s term being completed.
 - (i) Force Majeure: Events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including, but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
 - (j) Goods: For purposes of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials and equipment, as specified in the Request for Proposals and set forth in Exhibit A.
 - (k) Goods or Services: Goods, Services or both, as specified in the Request for Proposals and set forth in Exhibit A.

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

- (l) Proposal: A Proposer’s submittal in response to a Request for Proposals.
 - (m) Proposer Parties: A Proposer’s members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Proposer is in privity of oral or written contract and the Proposer intends for such other person or entity to Perform under the Contract in any capacity.
 - (n) Records: All working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
 - (o) Request for Proposals: A State request inviting proposals for Goods or Services. This Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut, Department of Administrative Services.
 - (p) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
 - (q) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
 - (r) Termination: An end to the Contract effected pursuant to a right which the Contract creates, other than for a breach.
 - (s) Title: all ownership, title, licenses, rights and interest, including, but not limited to, perpetual use, of and to the Goods or Services.
2. Term of Contract; Contract Extension. The Contract will be in effect from _____ through _____.
The State may extend this Contract in its sole discretion, prior to Termination, Expiration or Cancellation, one or more times for a combined total period not to exceed the complete length of the original term.
3. Description of Goods or Services. The Contractor shall perform as set forth in Exhibit A. For purposes of this Contract, to perform and the performance in Exhibit A is referred to as “Perform” and the “Performance.”
4. Price Schedule, Payment Terms and Billing, and Price Adjustments.
- (a) Price Schedule: Price Schedule under this Contract is set forth in Exhibit B.
 - (b) Payment Terms and Billing: Payment shall be made only after the Client Agency receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Contract, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or thirty (30) days if the Contractor is a certified small contractor or minority business enterprise as defined in Conn. Gen. Stat. § 4a-60g. The Contractor shall submit an invoice to the Client Agency for the Performance. The invoice shall include detailed information for Goods or Services, delivered and performed, as applicable, and accepted. Any late payment charges shall be calculated in accordance with the Connecticut General Statutes.

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

- (c) If applicable to and during the term of this Contract, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The Price Schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the increase in minimum wage rate.
- (d) Price Adjustments: Prices for the Goods or Services listed in Exhibit B shall remain unchanged for twelve (12) months following the effective date of the Contract. The Contractor shall have the right to request a price adjustment only during the thirty (30) days immediately preceding the annual anniversary dates of the effective date of the Contract during the term of the Contract. During this thirty (30) day period, the Contractor may submit a request in writing to DAS for a price adjustment that is consistent with and relative to price changes originating with and compelled by manufacturer and/or market trends and which changes are outside of the Contractor's control. The Contractor must fully document its request, attaching to the request, without limitation, such manufacturer and market data, as support the requested adjustment. DAS may, in its sole discretion, approve or disapprove the requested adjustment, in whole or in part. Any approved adjustment shall be final and shall remain unchanged until the next annual anniversary date of the effective date of the Contract.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to the Client Agency shall not be valid and the parties shall treat it as if the Contractor had not made the request at all. A request made to the Client Agency shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the effective date of the Contract, If approved, price adjustments shall become effective ten (10) days after the date of the approval. The Contractor shall honor any purchase orders issued prior to the effective date of the approval at the price in effect at the time of the issuance of the purchase order.

5. Rejected Items; Abandonment.

- (a) The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises or other destination, Goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. The State may, by written notice and in accordance with the terms and conditions of the Contract, direct the Contractor to remove any or all such Goods (“the “Rejected Goods”) and any or all other supplies, materials, equipment or other tangible personal property (collectively, the “Contractor Property”) from and out of State premises and any other location which the State manages, leases or controls. The Contractor shall remove the Rejected Goods and the Contractor Property in accordance with the terms and conditions of the written notice. Failure to remove the Rejected Goods or the Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all Contractor Parties and Proposer Parties, that:
 - (1) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and left unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licenses, rights, possession and interest of, in and to (collectively, “Title”) the Rejected Goods and Contractor Property with the specific and express intent of (A) terminating all of their Title to the Rejected Goods and Contractor Property, (B) vesting Title to the Rejected Goods and Contractor Property in the State of Connecticut and (C) not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

- (2) there is no ignorance, inadvertence or unawareness to mitigate against the intent to abandon the Rejected Goods or Contractor Property;
 - (3) they vest authority, without any further act required on their part or the State's part, in the Client Agency and the State to use or dispose of the Rejected Goods and Contractor Property, in the State's sole discretion, as if the Rejected Goods and Contractor Property were the State's own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;
 - (4) if the State incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the State shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse the State no later than thirty (30) days after the date of invoice; and
 - (5) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all Claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractor Property.
- (b) The Contractor shall secure from each Contractor Party or Proposer Party, as appropriate, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to give full effect to all of the terms and conditions of this section. The Contractor shall provide, no later than fifteen (15) days after receiving a request from the State, such information as the State may require to evidence, in the State's sole determination, compliance with this section.
6. Order and Delivery. The Contract shall bind the Contractor to furnish and deliver the Goods or Services in accordance with Exhibit A and at the prices set forth in Exhibit B. Subject to the sections in this Contract concerning Force Majeure, Termination, Cancellation Expiration and Open Market Purchases, the Contract shall bind the Client Agency to order the Goods or Services from the Contractor, and to pay for the accepted Goods or Services in accordance with Exhibit B.
 7. Contract Amendments. Except for extensions made in accordance with the section in this Contract concerning Term of Contract; Effective Date, no amendment to or modification or other alteration of the Contract shall be valid or binding upon the State unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General.
 8. Assignment. The Contractor shall not assign any of its rights or obligations under the Contract, voluntarily or otherwise, in any manner without the prior written consent of DAS. DAS may void any purported assignment in violation of this section and declare the Contractor in breach of Contract. Any Cancellation by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
 9. Termination, Cancellation and Expiration.
 - (a) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may Terminate the Contract whenever DAS makes a written determination that such Termination is in the best interests of the State. DAS shall notify the Contractor in writing of

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete Performance under the Contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

- (b) Notwithstanding any provisions in this Contract, DAS, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, Cancel the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to DAS for purposes of correspondence, or by hand delivery. Upon receiving such notice from DAS, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Client Agency all Records. The Records are deemed to be the property of the Client Agency and the Contractor shall deliver them to the Client Agency no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from DAS for the Records. The Contractor shall deliver those Records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of Termination or Cancellation from DAS, the Contractor shall cease operations as directed by DAS in the notice, and take all actions that are necessary or appropriate, or that DAS may reasonably direct, for the protection and preservation of the Goods and any other property. Except for any work which DAS directs the Contractor to Perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) To the extent that the Client Agency has issued a purchase order prior to the notice of Termination and the Contractor has begun Performance against that purchase order in good faith, the Client Agency shall, within forty-five (45) days of having received an invoice from the Contractor for such Performance, pay or reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A. In addition, the Client Agency shall also pay or reimburse the Contractor for all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. Upon and as requested by the Client Agency or DAS and after consent of the Contractor's subcontractors, if any, and if their consent is required, the Contractor shall (1) assign to the Client Agency, or any replacement contractor which the Client Agency or DAS designates, all subcontracts, purchase orders and other commitments, (2) deliver to the Client Agency all Records and other information pertaining to its Performance, and (3) remove from State premises, whether leased or owned, all such equipment, waste material and rubbish related to its Performance, all as the Client Agency or DAS may request.
- (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Cancel the Contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor Parties or any third party.
- (g) Upon Termination, Cancellation or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation or

Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

(h) Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by DAS.

10. Cost Modifications. The parties may agree to a reduction in the cost of the Contract at any time during which the Contract is in effect. Without intending to impose a limitation on the nature of the reduction, the reduction may be to hourly, staffing or unit costs, the total cost of the Contract or the reduction may take such other form as the State deems to be necessary or appropriate.

11. Breach. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party receives such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellation as of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may Cancel the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If DAS believes that the Contractor has not performed according to the Contract, the Client Agency may withhold payment in whole or in part pending resolution of the Performance issue, provided that DAS notifies the Contractor in writing prior to the date that the payment would have been due in accordance with Exhibit B.

12. Waiver.

(a) No waiver of any breach of the Contract shall be interpreted or deemed to be a waiver of any other or subsequent breach. All remedies afforded in the Contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided in the Contract or at law or in equity.

(b) A party's failure to insist on strict performance of any provision of the Contract shall only be deemed to be a waiver of rights and remedies concerning that specific instance of Performance and shall not be deemed to be a waiver of any subsequent rights, remedies or breach.

13. Open Market Purchases. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for DAS, if it deems it to be necessary or appropriate in its sole discretion, to Cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. The Client Agency shall invoice the Contractor for all such purchases to the extent that they exceed the costs and expenses in Exhibit B and the Contractor shall pay the Client Agency's invoice immediately after receiving the invoice. If DAS does not Cancel the Contract, the Client Agency will deduct such open market purchases from the Contract quantities. However, if the Client Agency deems it to be in the best interest of the State, the

Client Agency may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by the Client Agency.

14. Purchase Orders.

- (a) The Contract itself is not an authorization for the Contractor to ship Goods or begin Performance in any way. The Contractor may begin Performance only after it has received a duly issued purchase order against the Contract for Performance.
- (b) The Client Agency shall issue a purchase order against the Contract directly to the Contractor and to no other party.
- (c) All purchase orders shall be in written or electronic form, bear the Contract number (if any) and comply with all other State and Client Agency requirements, particularly the Client Agency's requirements concerning procurement. Purchase orders issued in compliance with such requirements shall be deemed to be duly issued.
- (d) A Contractor making delivery without a duly issued purchase order in accordance with this section does so at the Contractor's own risk.
- (e) The Client Agency may, in its sole discretion, deliver to the Contractor any or all duly issued purchase orders via electronic means only, such that the Client Agency shall not have any additional obligation to deliver to the Contractor a "hard copy" of the purchase order or a copy bearing any hand-written signature or other "original" marking.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) Claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or Contractor Parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with Claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against Claims includes Claims concerning confidentiality of any part of or all of the Proposal or any Records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the Performance of the Contract.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor Parties. The State shall give the Contractor reasonable notice of any such Claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the Claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the Claims.
- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a Certificate of Insurance to

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

DAS, except that the Contractor shall not provide a copy to DAS if the Client Agency is the State Department of Transportation, prior to the effective date of the Contract. The Contractor shall not begin Performance until the delivery of the Certificate of Insurance to DAS. Upon request of the Client Agency, the Contractor shall provide a Certificate of Insurance to the Client Agency.

- (e) The rights provided in this section for the benefit of the State shall encompass the recovery of attorneys' and other professionals' fees expended in pursuing a Claim against a third party.
- (f) This section shall survive the Termination, Cancellation or Expiration of the Contract, and shall not be limited by reason of any insurance coverage.

16. Forum and Choice of Law. The Contract shall be deemed to have been made in the City of Hartford, State of Connecticut. Both Parties agree that it is fair and reasonable for the validity and construction of the Contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any Claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

17. Contractor Guaranties. Contractor shall:

- (a) Perform fully under the Contract;
- (b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;
- (c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;
- (d) With respect to the provision of Services, pay for all permits, licenses and fees and give all required or appropriate notices;
- (e) Adhere to all Contractual provisions ensuring the confidentiality of Records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and
- (f) Neither disclaim, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

18. Implied Warranties. DAS does not disclaim, exclude or modify the implied warranty of fitness for a particular purpose or the warranty of merchantability.

19. Goods, Standards and Appurtenances. Any Goods delivered must be standard new Goods, latest model, except as otherwise specifically stated in the Contract. Remanufactured, refurbished or reconditioned equipment may be accepted but only to the extent allowed under the Contract. Where the Contract does not specifically list or describe any part or nominal appurtenances of equipment for the Goods, it shall be understood that the Contractor shall

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

deliver such parts and appurtenances as are usually provided with the manufacturer's stock model.

20. Delivery.

- (a) Delivery shall be made as ordered and in accordance with the Contract. Unless otherwise specified in the Contract, delivery shall be to a loading dock or receiving platform. The Contractor or Contractor's shipping designee shall be responsible for removal of Goods from the carrier and placement on the Client Agency loading dock or receiving platform. The receiving personnel of the Client Agency are not required to assist in this process. The decision of DAS as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor.
- (b) In order for the time of delivery to be extended, the Client Agency must first approve a request for extension from the time specified in the Contract, such extension applying only to the particular item or shipment.
- (c) Goods shall be securely and properly packed for shipment, according to accepted standard commercial practice, without extra charge for packing cases, baling or sacks. The containers shall remain the property of the Client Agency unless otherwise stated in the Proposal.
- (d) All risk of loss and damage to the Goods transfers to the Client Agency upon Title vesting in the Client Agency.

21. Goods Inspection. The Client Agency shall determine the manner and prescribe the inspection of all Goods and the tests of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, the Client Agency may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the Goods meet the specifications. Any decision pertaining to any such failure or rejection shall be final and binding.

22. Setoff. In addition to all other remedies that DAS may have, the State, in its sole discretion, may setoff (1) any costs or expenses that the State incurs resulting from the Contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the Contractor has with the State and (2) any other amounts that are due or may become due from the State to the Contractor, against amounts otherwise due or that may become due to the Contractor under the Contract, or under any other agreement or arrangement that the Contractor has with the State. The State's right of setoff shall not be deemed to be the State's exclusive remedy for the Contractor's or Contractor Parties' breach of the Contract, all of which shall survive any setoffs by the State.

23. Force Majeure. The State and the Contractor shall not be excused from their obligation to Perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

24. Advertising. The Contractor shall not refer to sales to the State for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval.

25. Americans With Disabilities Act. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990 ("Act"), to the extent applicable, during the term of the Contract. DAS may Cancel the Contract if the Contractor fails to comply with the Act.

26. Representations and Warranties. The Contractor, and the Proposer, as appropriate, represent and warrant to DAS for itself, Contractor Parties and Proposer Parties, as appropriate, that:

- (a) if they are entities, they are duly and validly existing under the laws of their respective states of organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery and Performance of the Proposal and the Contract and have the power and authority to execute, deliver and Perform their obligations under the Contract;
- (b) they will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;
- (c) the execution, delivery and Performance of the Contract will not violate, be in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party or by which it may be bound;
- (d) they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;
- (e) as applicable, they have not, within the three years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would Perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, 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;
- (f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offenses listed above;
- (g) they have not within the three years preceding the Contract had one or more contracts with any governmental entity Cancelled;
- (h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;
- (i) to the best of their knowledge, there are no Claims involving the Proposer, Proposer Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract;
- (j) they shall disclose, to the best of their knowledge, to DAS in writing any Claims involving them that might reasonably be expected to materially adversely affect their businesses,

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. For purposes of the Contractor's obligation to disclose any Claims to DAS, the ten (10) Days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) Days provided for in this representation and warranty;

- (k) their participation in the Request for Proposals process is not a conflict of interest or a breach of ethics under the provisions of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;
- (l) the Proposal was not made in connection or concert with any other person, entity or Proposer, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Proposer, submitting a Proposal for the same Goods or Services, and is in all respects fair and without collusion or fraud;
- (m) they are able to Perform under the Contract using their own resources or the resources of a party who is not a Proposer;
- (n) the Contractor shall obtain in a written contract all of the representations and warranties in this section from any Contractor Parties and to require that provision to be included in any contracts and purchase orders with Contractor Parties;
- (o) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut;
- (p) they have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations;
- (q) they owe no unemployment compensation contributions;
- (r) they are not delinquent in the payment of any taxes owed, or, that they have filed a sales tax security bond, and they have, if and as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes;
- (s) all of their vehicles have current registrations and, unless such vehicles are no longer in service, they shall not allow any such registrations to lapse;
- (t) each Contractor Party has vested in the Contractor plenary authority to bind the Contractor Parties and Proposer Parties to the full extent necessary or appropriate to ensure full compliance with and Performance in accordance with all of the terms and conditions of the Contract and that all appropriate parties shall also provide to DAS, no later than fifteen (15) days after receiving a request from DAS, such information as DAS may require to evidence, in DAS's sole determination, compliance with this section;
- (u) except to the extent modified or abrogated in the Contract, all Title shall pass to the Client Agency upon complete installation, testing and acceptance of the Goods or Services and payment by the Client Agency;
- (v) if either party Terminates or Cancels the Contract, for any reason, they shall relinquish to the Client Agency all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Client Agency;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;

- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the effective date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Client Agency's use of any Goods shall not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (bb) if they procure any Goods, they shall sub-license such Goods and that the Client Agency shall be afforded the full benefits of any manufacturer or subcontractor licenses for the use of the Goods; and
- (cc) they shall assign or otherwise transfer to the Client Agency, or afford the Client Agency the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Client Agency.

27. Representations and Warranties Concerning Motor Vehicles. If in the course of Performance or in any other way related to the Contract the Contractor at any time uses or operates "motor vehicles," as that term is defined by Conn. Gen. Stat. §14-1(53) (including, but not limited to such services as snow plowing, sanding, hauling or delivery of materials, freight or merchandise, or the transportation of passengers), the Contractor, and the Proposer, as appropriate, represent and warrant for itself, the Contractor Parties and Proposer Parties, as appropriate, that:

- (a) It is the owner of record or lessee of record of each such motor vehicle used in the Performance of the Contract, and each such motor vehicle is duly registered with the Connecticut Department of Motor Vehicles ("ConnDMV") in accordance with the provisions of Chapter 246 of the Connecticut General Statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV, for any reason or cause. If such motor vehicle is not registered with ConnDMV, then it shall be duly registered with another state or commonwealth in accordance with such other state's or commonwealth's applicable statutes. Each such registration shall be in valid status, and shall not be expired, suspended or revoked by such other state or commonwealth for any reason or cause.
- (b) Each such motor vehicle shall be fully insured in accordance with the provisions of Sections 14-12b, 14-112 and 38a-371 of the Connecticut General Statutes, as amended, in the amounts required by the said sections or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.
- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.

- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for motor vehicles having a gross vehicle weight rating of 18,000 pounds or more or motor vehicles otherwise described by the provisions of Conn. Gen. Stat. § 14-163c(a) and all applicable provisions of the Federal Motor Carrier Safety Regulations, as set forth in Title 49, Parts 382 to 399, inclusive, of the Code of Federal Regulations.
28. Disclosure of Contractor Parties Litigation. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any Claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to Perform fully under the Contract, no later than ten (10) Days after becoming aware or after they should have become aware of any such Claims. Disclosure shall be in writing.
29. Entirety of Contract. The Contract is the entire agreement between the parties with respect to its subject matter, and supersedes all prior agreements, proposals, offers, counteroffers and understandings of the parties, whether written or oral. The Contract has been entered into after full investigation, neither party relying upon any statement or representation by the other unless such statement or representation is specifically embodied in the Contract.
30. Exhibits. All exhibits referred to in and attached to this Contract are incorporated in this Contract by such reference and shall be deemed to be a part of it as if they had been fully set forth in it.
31. Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency or DAS shall provide a copy of these orders to the Contractor.
32. Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation,

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

- mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
- (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:
- (1) Who are active in the daily affairs of the enterprise,
 - (2) who have the power to direct the management and policies of the enterprise and
 - (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

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

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

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

(2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;

(3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56;

(4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

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

(i) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is

1. a political subdivision of the state, including, but not limited to, a municipality,

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

2. a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120,
 3. any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267,
 4. the federal government,
 5. a foreign government, or
 6. an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).
33. Tangible Personal Property. The Contractor on its behalf and on behalf of its Affiliates, as defined below, shall comply with the provisions of Conn. Gen. Stat. §12-411b, as follows:
- (a) For the term of the Contract, the Contractor and its Affiliates shall collect and remit to the State of Connecticut, Department of Revenue Services, any Connecticut use tax due under the provisions of Chapter 219 of the Connecticut General Statutes for items of tangible personal property sold by the Contractor or by any of its Affiliates in the same manner as if the Contractor and such Affiliates were engaged in the business of selling tangible personal property for use in Connecticut and had sufficient nexus under the provisions of Chapter 219 to be required to collect Connecticut use tax;
 - (b) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
 - (c) The Contractor and its Affiliates shall remit all use taxes they collect from customers on or before the due date specified in the Contract, which may not be later than the last day of the month next succeeding the end of a calendar quarter or other tax collection period during which the tax was collected;
 - (d) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and
 - (e) Any Contractor or Affiliate who fails to remit use taxes collected on behalf of its customers by the due date specified in the Contract shall be subject to the interest and penalties provided for persons required to collect sales tax under chapter 219 of the general statutes.

For purposes of this section of the Contract, the word "Affiliate" means any person, as defined in section 12-1 of the general statutes, that controls, is controlled by, or is under common control with another person. A person controls another person if the person owns, directly or indirectly, more than ten per cent of the voting securities of the other person. The word "voting security" means a security that confers upon the holder the right to vote for the election of members of the board of directors or similar governing body of the business, or that is convertible into, or entitles the holder to receive, upon its exercise, a security that confers such a right to vote. "Voting security" includes a general partnership interest.

The Contractor represents and warrants that each of its Affiliates has vested in the Contractor plenary authority to so bind the Affiliates in any agreement with the State of Connecticut. The Contractor on its own behalf and on behalf of its Affiliates shall also provide, no later than 30 days after receiving a request by the State's contracting authority, such information as the State may require to ensure, in the State's sole determination, compliance with the provisions of the Act.

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

34. **Whistleblowing.** This Agreement is subject to the provisions of §4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Agreement. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.
35. **Notice.** All notices, demands, requests, consents, approvals or other communications required or permitted to be given or which are given with respect to this Contract (for the purpose of this section collectively called "Notices") shall be deemed to have been effected at such time as the notice is placed in the U.S. mail, first class and postage pre-paid, return receipt requested or placed with a recognized, overnight express delivery service that provides for a return receipt. All such Notices shall be in writing and shall be addressed as follows:

If to DAS:

State of Connecticut, Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Tony Deluca

If to the Contractor:

COMPANY NAME: _____

NAME: _____

ADDRESS Line 1: _____

ADDRESS Line 2: _____

City: _____ State: _____ Zip: _____

Attention: Company: _____

Signatory Name: _____ Title: _____

State of Connecticut Department of Administrative Services
165 Capitol Ave, 5th Floor South
Hartford, CT 06106-1659
Attention: Tony Deluca

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

36. Insurance. Before commencing Performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (a) through (h) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(a) Reserved

(b) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

(c) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the vendor/contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

(d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

(e) Reserved

(f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.

(g) Claims Made: Not acceptable with the exception of Professional Liability when specified.

(h) Reserved

37. Headings. The headings given to the sections in the Contract are inserted only for convenience and are in no way to be construed as part of the Contract or as a limitation of the scope of the particular section to which the heading refers.

38. Number and Gender. Whenever the context so requires, the plural or singular shall include each other and the use of any gender shall include all genders.

39. Parties. To the extent that any Contractor Party or Proposer Party is to participate or Perform in any way, directly or indirectly in connection with the Proposal or the Contract, any reference in the Request for Proposals and the Contract to "Contractor" or "Proposer" shall also be deemed to include "Contractor Parties" or "Proposer Parties," respectively, as if such reference had originally specifically included "Contractor Parties" or "Proposer Parties," since it is the parties' intent for the terms "Contractor Parties" and "Proposer Parties" to be vested with the same respective rights and obligations as the terms "Contractor" and "Proposer."

40. Contractor Changes. The Contractor shall notify DAS in writing no later than ten (10) Days from the effective date of any change in:

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

- a) its certificate of incorporation or other organizational document;
- b) more than a controlling interest in the ownership of the Contractor; or
- c) the individual(s) in charge of the Performance.

This change shall not relieve the Contractor of any responsibility for the accuracy and completeness of the Performance. DAS, after receiving written notice by the Contractor of any such change, may require such agreements, releases and other instruments evidencing, to DAS's satisfaction, that any individuals retiring or otherwise separating from the Contractor have been compensated in full or that provision has been made for compensation in full, for all work performed under terms of the Contract. The Contractor shall deliver such documents to DAS in accordance with the terms of DAS's written request. DAS may also require, and the Contractor shall deliver, a financial statement showing that solvency of the Contractor is maintained. The death of any Contractor Party, as applicable, shall not release the Contractor from the obligation to Perform under the Contract; the surviving Contractor Parties, as appropriate, must continue to Perform under the Contract until Performance is fully completed.

- 41. **Further Assurances.** The parties shall provide such information, execute and deliver any instruments and documents and take such other actions as may be necessary or reasonably requested by the other party which are not inconsistent with the provisions of this Contract and which do not involve the vesting of rights or assumption of obligations other than those provided for in the Contract, in order to give full effect to the Contract and to carry out the intent of the Contract.
- 42. **Audit and Inspection of Records.** The Contractor shall make all of its and the Contractor Parties' Records available at all reasonable hours for audit and inspection by the State, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents. Requests for any audit or inspection shall be in writing, at least ten (10) Days prior to the requested date. All audits and inspections shall be at the State's expense. The State may request an audit or inspection at any time during the Contract term and for three (3) years from Termination, Cancellation or Expiration of the Contract. The Contractor shall cooperate fully with the State and its agents in connection with an audit or inspection. Following any audit or inspection, the State may conduct and the Contractor shall cooperate with an exit conference.
- 43. **Background Checks.** The State may require that the Contractor and Contractor Parties undergo criminal background checks as provided for in the State of Connecticut Department of Public Safety Administration and Operations Manual or such other State document as governs procedures for background checks. The Contractor and Contractor Parties shall cooperate fully as necessary or reasonably requested with the State and its agents in connection with such background checks.
- 44. **Continued Performance.** The Contractor and Contractor Parties shall continue to Perform their obligations under the Contract while any dispute concerning the Contract is being resolved.
- 45. **Working and Labor Synergies.** The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The Contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties' presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those

disputes be deemed to be sufficient reason to relieve the Contractor from any of its obligations under the Contract.

46. Contractor Responsibility.

- (a) The Contractor shall be responsible for the entire Performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including Performance and payment issues. The Contractor is solely and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.
- (b) The Contractor shall exercise all reasonable care to avoid damage to the State's property or to property being made ready for the State's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the State.

47. Severability. If any term or provision of the Contract or its application to any person, entity or circumstance shall, to any extent, be held to be invalid or unenforceable, the remainder of the Contract or the application of such term or provision shall not be affected as to persons, entities or circumstances other than those as to whom or to which it is held to be invalid or unenforceable. Each remaining term and provision of the Contract shall be valid and enforced to the fullest extent possible by law.

48. Confidential Information. The State will afford due regard to the Proposer's and Contractor's request for the protection of proprietary or confidential information which the State receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all corresponding rules, regulations and interpretations. In making such a request, the Proposer or Contractor may not merely state generally that the materials are proprietary or confidential in nature and not, therefore, subject to release to third parties. Those particular sentences, paragraphs, pages or sections that the vendor believes are exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with the FOIA must accompany the request. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the Proposer or Contractor 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 FOIA. To the extent that any other provision or part of the Contract, especially including the Proposal, the Records and the specifications, conflicts or is in any way inconsistent with this section, this section controls and shall apply and the conflicting provision or part shall not be given effect. If the Proposer or Contractor indicates that certain documentation is submitted in confidence, by specifically and clearly marking said documentation as CONFIDENTIAL, DAS will endeavor to keep said information confidential to the extent permitted by law. DAS, however, has no obligation to initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The Contractor shall have the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall DAS or the State have any liability for the disclosure of any documents or information in its possession which the State or DAS believes are required to be disclosed pursuant to the FOIA or other requirements of law.

49. Interpretation. The Contract contains numerous references to statutes and regulations. For purposes of interpretation, conflict resolution and otherwise, the content of those statutes and regulations shall govern over the content of the reference in the Contract to those statutes and regulations.

50. Cross-Default.

- (a) If the Contractor or Contractor Parties breach, default or in any way fail to Perform satisfactorily under the Contract, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have with DAS. Accordingly, DAS may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS, as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.
 - (b) If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under any or all Other Agreements with DAS or the State, then DAS may, in its sole discretion, without more and without any action whatsoever required of the State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the State may then exercise at its sole option any and all of its rights or remedies provided for in the Other Agreements or the Contract, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of DAS or the State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.
51. Disclosure of Records. The Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this section, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to FOIA and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
52. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethics laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the Contract as if the summary had been fully set forth in the Contract.
53. Sovereign Immunity. The parties acknowledge and agree that nothing in the Request for Proposals or the Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of the Contract. To the extent that this section conflicts with any other section, this section shall govern.
54. Time of the Essence. Time is of the essence with respect to all provisions of this Agreement that specify a time for performance; provided, however, that this provision shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.
55. Reserved
56. Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign

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

57. Health Care Portability and Accountability Act of 1996 (“HIPAA”).

- (a) If the Contactor is a Business Associate under the requirements of the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the Contractor must comply with all terms and conditions of this Section of the Contract. If the Contractor is not a Business Associate under HIPAA, this Section of the Contract does not apply to the Contractor for this Contract.
- (b) The Contractor is required to safeguard the use, publication and disclosure of information on all applicants for, and all clients who receive, services under the Contract in accordance with all applicable federal and state law regarding confidentiality, which includes but is not limited to HIPAA, more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E; and
- (c) The State of Connecticut Agency named on page 1 of this Contract (hereinafter “Department”) is a “covered entity” as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Department, performs functions that involve the use or disclosure of “individually identifiable health information,” as that term is defined in 45 C.F.R. § 160.103; and
- (e) The Contractor is a “business associate” of the Department, as that term is defined in 45 C.F.R. § 160.103; and
- (f) The Contractor and the Department agree to the following in order to secure compliance with the HIPAA, the requirements of Subtitle D of the Health Information Technology for Economic and Clinical Health Act (the HITECH Act), (Pub. L. 111-5, sections 13400 to 13423), and more specifically with the Privacy and Security Rules at 45 C.F.R. Part 160 and Part 164, subparts A, C, and E.
- (g) Definitions.
 - (1) “Breach” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(1)).’
 - (2) “Business Associate” shall mean the Contractor.
 - (3) “Covered Entity” shall mean the Department of the State of Connecticut named on page 1 of this Contract.
 - (4) “Designated Record Set” shall have the same meaning as the term “designated record set” in 45 C.F.R. § 164.501.
 - (5) “Electronic Health Record” shall have the same meaning as the term is defined in section 13400 of the HITECH Act (42 U.S.C. §17921(5)).

- (6) “Individual” shall have the same meaning as the term “individual” in 45 C.F.R. § 160.103 and shall include a person who qualifies as a personal representative as defined in 45 C.F.R. § 164.502(g).
- (7) “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- (8) “Protected Health Information” or “PHI” shall have the same meaning as the term “protected health information” in 45 C.F.R. § 160.103, limited to information created or received by the Business Associate from or on behalf of the Covered Entity.
- (9) “Required by Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103.
- (10) “Secretary” shall mean the Secretary of the Department of Health and Human Services or his designee.
- (11) “More stringent” shall have the same meaning as the term “more stringent” in 45 C.F.R. § 160.202.
- (12) “This Section of the Contract” refers to the HIPAA Provisions stated herein, in their entirety.
- (13) “Security Incident” shall have the same meaning as the term “security incident” in 45 C.F.R. § 164.304.
- (14) “Security Rule” shall mean the Security Standards for the Protection of Electronic Protected Health Information at 45 C.F.R. part 160 and part 164, subpart A and C.
- (15) “Unsecured protected health information” shall have the same meaning as the term as defined in § 13402(h)(1)(A) of HITECH. Act. (42 U.S.C. §17932(h)(1)(A)).

(h) Obligations and Activities of Business Associates.

- (1) Business Associate agrees not to use or disclose PHI other than as permitted or required by this Section of the Contract or as Required by Law.
- (2) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of PHI other than as provided for in this Section of the Contract.
- (3) Business Associate agrees to use administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity.
- (4) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of PHI by Business Associate in violation of this Section of the Contract.
- (5) Business Associate agrees to report to Covered Entity any use or disclosure of PHI not provided for by this Section of the Contract or any security incident of which it becomes aware.

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

- (6) Business Associate agrees to insure that any agent, including a subcontractor, to whom it provides PHI received from, or created or received by Business Associate, on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Section of the Contract to Business Associate with respect to such information.
- (7) Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner agreed to by the parties, to PHI in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.
- (8) Business Associate agrees to make any amendments to PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of the Covered Entity, and in the time and manner agreed to by the parties.
- (9) Business Associate agrees to make internal practices, books, and records, including policies and procedures and PHI, relating to the use and disclosure of PHI received from, or created or received by, Business Associate on behalf of Covered Entity, available to Covered Entity or to the Secretary in a time and manner agreed to by the parties or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.
- (10) Business Associate agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (11) Business Associate agrees to provide to Covered Entity, in a time and manner agreed to by the parties, information collected in accordance with clause h. (10) of this Section of the Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder. Business Associate agrees that at the Covered Entity's direction to provide an accounting of disclosures of PHI directly to an individual in accordance with 45 C.F.R. § 164.528 and section 13405 of the HITECH Act (42 U.S.C. § 17935) and any regulations promulgated thereunder.
- (12) Business Associate agrees to comply with any state or federal law that is more stringent than the Privacy Rule.
- (13) Business Associate agrees to comply with the requirements of the HITECH Act relating to privacy and security that are applicable to the Covered Entity and with the requirements of 45 C.F.R. sections 164.504(e), 164.308, 164.310, 164.312, and 164.316.
- (14) In the event that an individual requests that the Business Associate (a) restrict disclosures of PHI; (b) provide an accounting of disclosures of the individual's PHI; or (c) provide a copy of the individual's PHI in an electronic health record, the Business Associate agrees to notify the covered entity, in writing, within two business days of the request.
- (15) Business Associate agrees that it shall not directly or indirectly receive any remuneration in exchange for PHI of an individual without (1) the written approval of the covered entity, unless receipt of remuneration in exchange for PHI is expressly

authorized by this Contract and (2) the valid authorization of the individual, except for the purposes provided under section 13405(d)(2) of the HITECH Act,(42 U.S.C. § 17935(d)(2)) and in any accompanying regulations

(16) Obligations in the Event of a Breach

- (A) The Business Associate agrees that, following the discovery of a breach of unsecured protected health information, it shall notify the Covered Entity of such breach in accordance with the requirements of section 13402 of HITECH (42 U.S.C. § 17932(b) and the provisions of this section of the contract.
- (B) Such notification shall be provided by the Business Associate to the Covered Entity without unreasonable delay, and in no case later than 30 days after the breach is discovered by the Business Associate, except as otherwise instructed in writing by a law enforcement official pursuant to section 13402 (g) of HITECH (42 U.S.C. § 17932(g)) . A breach is considered discovered as of the first day on which it is, or reasonably should have been, known to the Business Associate. The notification shall include the identification and last known address, phone number and email address of each individual (or the next of kin of the individual if the individual is deceased) whose unsecured protected health information has been, or is reasonably believed by the Business Associate to have been, accessed, acquired, or disclosed during such breach.
- (C) The Business Associate agrees to include in the notification to the Covered Entity at least the following information:
 - 1. A brief description of what happened, including the date of the breach and the date of the discovery of the breach, if known.
 - 2. A description of the types of unsecured protected health information that were involved in the breach (such as full name, Social Security number, date of birth, home address, account number, or disability code).
 - 3. The steps the Business Associate recommends that individuals take to protect themselves from potential harm resulting from the breach.
 - 4. A detailed description of what the Business Associate is doing to investigate the breach, to mitigate losses, and to protect against any further breaches.
 - 5. Whether a law enforcement official has advised either verbally or in writing the Business Associate that he or she has determined that notification or notice to individuals or the posting required under section 13402 of the HITECH Act would impede a criminal investigation or cause damage to national security and contact information for said official.
- (D) Business Associate agrees to provide appropriate staffing and have established procedures to ensure that individuals informed by the Covered Entity of a breach by the Business Associate have the opportunity to ask questions and contact the Business Associate for additional information regarding the breach. Such procedures shall include a toll-free telephone number, an e-mail address, a posting on its Web site and a postal address. Business Associate agrees to include in the notification of a breach by the Business Associate to the Covered Entity, a written description of the procedures that have been established to meet these requirements. Costs of such contact procedures will be borne by the Contractor.

- (E) Business Associate agrees that, in the event of a breach, it has the burden to demonstrate that it has complied with all notifications requirements set forth above, including evidence demonstrating the necessity of a delay in notification to the Covered Entity.

(i) Permitted Uses and Disclosure by Business Associate.

- (1) General Use and Disclosure Provisions Except as otherwise limited in this Section of the Contract, Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.
- (2) Specific Use and Disclosure Provisions.
 - (A) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI for the proper management and administration of Business Associate or to carry out the legal responsibilities of Business Associate.
 - (B) Except as otherwise limited in this Section of the Contract, Business Associate may disclose PHI for the proper management and administration of Business Associate, provided that disclosures are Required by Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required by Law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
 - (C) Except as otherwise limited in this Section of the Contract, Business Associate may use PHI to provide Data Aggregation services to Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

(j) Obligations of Covered Entity.

- (1) Covered Entity shall notify Business Associate of any limitations in its notice of privacy practices of Covered Entity, in accordance with 45 C.F.R. § 164.520, or to the extent that such limitation may affect Business Associate's use or disclosure of PHI.
- (2) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI.
- (3) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of PHI that Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI.

(k) Permissible Requests by Covered Entity. Covered Entity shall not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity, except that Business Associate may use and disclose PHI for data aggregation, and management and administrative activities of Business Associate, as permitted under this Section of the Contract.

(l) Term and Termination.

- (1) Term. The Term of this Section of the Contract shall be effective as of the date the Contract is effective and shall terminate when the information collected in accordance with clause h. (10) of this Section of the Contract is provided to the Covered Entity and all of the PHI provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy PHI, protections are extended to such information, in accordance with the termination provisions in this Section.
- (2) Termination for Cause Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - (A) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Contract if Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - (B) Immediately terminate the Contract if Business Associate has breached a material term of this Section of the Contract and cure is not possible; or
 - (C) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(3) Effect of Termination.

- (A) Except as provided in (1)(2) above, upon termination of this Contract, for any reason, Business Associate shall return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. Business Associate shall also provide the information collected in accordance with clause h. (10) of this Section of the Contract to the Covered Entity within ten business days of the notice of termination. This provision shall apply to PHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the PHI.
- (B) In the event that Business Associate determines that returning or destroying the PHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon documentation by Business Associate that return or destruction of PHI is infeasible, Business Associate shall extend the protections of this Section of the Contract to such PHI and limit further uses and disclosures of PHI to those purposes that make return or destruction infeasible, for as long as Business Associate maintains such PHI. Infeasibility of the return or destruction of PHI includes, but is not limited to, requirements under state or federal law that the Business Associate maintains or preserves the PHI or copies thereof.

(m) Miscellaneous Provisions.

- (1) Regulatory References. A reference in this Section of the Contract to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Section of the Contract from time to time as is necessary for Covered Entity to comply with requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- (3) **Survival.** The respective rights and obligations of Business Associate shall survive the termination of this Contract.
- (4) **Effect on Contract.** Except as specifically required to implement the purposes of this Section of the Contract, all other terms of the Contract shall remain in force and effect.
- (5) **Construction.** This Section of the Contract shall be construed as broadly as necessary to implement and comply with the Privacy Standard. Any ambiguity in this Section of the Contract shall be resolved in favor of a meaning that complies, and is consistent with, the Privacy Standard.
- (6) **Disclaimer.** Covered Entity makes no warranty or representation that compliance with this Section of the Contract will be adequate or satisfactory for Business Associate's own purposes. Covered Entity shall not be liable to Business Associate for any claim, civil or criminal penalty, loss or damage related to or arising from the unauthorized use or disclosure of PHI by Business Associate or any of its officers, directors, employees, contractors or agents, or any third party to whom Business Associate has disclosed PHI contrary to the provisions of this Contract or applicable law. Business Associate is solely responsible for all decisions made, and actions taken, by Business Associate regarding the safeguarding, use and disclosure of PHI within its possession, custody or control.
- (7) **Indemnification.** The Business Associate shall indemnify and hold the Covered Entity harmless from and against any and all claims, liabilities, judgments, fines, assessments, penalties, awards and any statutory damages that may be imposed or assessed pursuant to HIPAA, as amended or the HITECH Act, including, without limitation, attorney's fees, expert witness fees, costs of investigation, litigation or dispute resolution, and costs awarded thereunder, relating to or arising out of any violation by the Business Associate and its agents, including subcontractors, of any obligation of Business Associate and its agents, including subcontractors, under this section of the contract, under HIPAA, the HITECH Act, the Privacy Rule and the Security Rule.

58. Encryption of Data.

- (a) Contractor and Contractor Parties, at its own expense, shall keep and maintain in an encrypted state any and all electronically stored data now or hereafter in its possession or control located on non-state owned or managed devices that the State, in accordance with its existing state policies classifies as confidential or restricted. The method of encryption shall be compliant with the State of Connecticut Enterprise Wide Technical Architecture (EWTA). This shall be a continuing obligation for compliance with the EWTA standard as it may be amended or supplemented from time to time.
- (b) In the event of a breach of security or loss of State data, the Contractor and Contractor Parties shall notify the Client Agency which owns the data, DAS, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical but no later than 24 hours after the discovery or reason to believe such breach or loss that such data has been compromised through breach or loss.

Contract # 09PSX0290

RFP Contract Rev. 7/09 – Prev. Rev. 6/09

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

[AWARDED CONTRACTOR]

STATE OF CONNECTICUT
Department of Administrative Services

By: _____

By: _____

Print or Type Name

Print or Type Name

Title: _____

Title: _____

Date: _____

Date: _____

Contract # 09PSX0290

RFP Contract - Exhibit A - Description of Goods and Services-NEW 1/09

EXHIBIT A

DESCRIPTION OF GOODS AND SERVICES

Exhibit B - Price Schedule

RFP # 09PSX0290

Elevator Maintenance - Windham and Tolland Counties

NOTE: THE FOLLOWING INFORMATION MAY BE INCOMPLETE AND/OR CONTAIN INACCURACIES. PROPOSERS SHOULD ANTICIPATE THIS IN THEIR DELIBERATIONS.

		Agency Contact Name								
Agency Name	Address of Elevator Location	Last	First	Contact Phone Number	Elevator Manufacturer	Elevator Type and #of Units	Elevator Model	Elevator Serial Number	Date of Last Maintenance or Service	Total price Per Month
Eastern Conn. State University	83 Windham Street, Willimantic	Millette	Dave	860.465.5356						
	Res Village B				Otis	Hyd.	ABA21241K1	9919810	MISSING	
	High Rise Dorm				Northern Elevator	Cable	MISSING	MISSING	MISSING	
	Student Support				Otis	Cable	VFMC-1000-PTC	3019096	MISSING	
	Shafer Hall				General Elevator	Hyd.	H324PSM	100220	MISSING	
	Ocum Hall				Payne	Hyd.	Cube Relay	MISSING	MISSING	
	Admin Bldg.				MISSING	MISSING	MISSING	MISSING	MISSING	
	Student Center				Otis	Hyd.	ABA212410	20900621, 2570625	MISSING	
	Goddard Hall				Otis	Cable	21NIBLS	2254328P	MISSING	
	Media Bldg.				Otis	Cable	10NIBLS	2448058P	MISSING	
	Sports Center				General Elevator	Hyd.	Cube Relay	MISSING	MISSING	
	Noble Hall				Northern Elevator	Hyd.	915859	MISSING	MISSING	

	Webb Hall S				Payne	Hyd.	HMC-1000, HMC-1000-DEM	5363, 5364	MISSING	
	Webb Hall N				Payne	Hyd.	MISSING	MISSING	MISSING	
	Res Village A				Otis	Hyd.	AAA212410	9919850, 9309850	MISSING	
	Baseball Complex				US Elevator	Hyd.	Ascension 1000	MISSING	MISSING	
	Smith Library				US Elevator	Hyd.	Ascension 2000	MISSING	MISSING	
	Gelsi-Young				Otis	Hyd.	AAA212410	1440151	MISSING	
	Parking Garage				Otis	Hyd.	AAA212410	17580236, 175702236	MISSING	
	Hurley Hall				Montgomery	Hyd.	2100 MyPromHS	97963, 97964	MISSING	
	South Village 1				Otis	Hyd.	AAA212414U	13800414, 13810414	MISSING	
	South Village 2				Otis	Hyd.	AAA212414U	422001441, 42210441	MISSING	
	South Village 3				Otis	Hyd.	AAA21241U	513190450, 51380450	MISSING	
	Dance Studio				Concord	Hyd., Cable	MISSING	MISSING	MISSING	
	Children & Family				Otis	Hyd.	AAA212410	35620435	MISSING	
	Burnap				Sedgewick DUMBWAITER	Cable	MISSING	MISSING	MISSING	
	Crandal				Sedgewick DUMBWAITER	Cable	MISSING	MISSING	MISSING	

Department of Public Safety - Troop C	1320 Tolland State Road, Tolland	Conroy	Officer, Francis	860.896.3200	(P) Dover					
Department of Education - Windham Vocational Tech School	210 Birch Street, Willimantic	Burns	Robert	860.456.3879 X 354	(P) Montgomery					
Quinebaug Valley Community College	742 Upper Maple Street, Danielson	Stifel	David	860.412.7363	(P) Otis					

EXHIBIT C

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties—\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

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

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

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

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political

Contract # 09PSX0290

RFP Contract – Exhibit C – SEEC Form 11 - NEW 1/09

subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

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

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

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

Contract # 09PSX0290

RFP Contract – Exhibit C – SEEC Form 11 - NEW 1/09

serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

SEALED RFP NO.: 09PSX0263

RFP DUE DATE/TIME: 15 September 2009
2:00 PM

RFP

Return Proposal To:

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659

SEALED RFP NO.: 09PSX0290

RFP DUE DATE/TIME: 13 October 2009
2:00 PM

RFP

Return Proposal To:

PROCUREMENT DIVISION
DEPARTMENT OF ADMINISTRATIVE SERVICES
STATE OF CONNECTICUT
165 CAPITOL AVE 5th FLOOR SOUTH
HARTFORD CT 06106-1659