

STATE OF CONNECTICUT
DEPARTMENT OF ADMINISTRATIVE SERVICES

RFP NO.:
13PSX0018

Ann Simeone
Contract Specialist

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

Proposal Due Date:
27 January 2014
Date Addendum Issued:
17 January 2014

860-713-5051
Telephone Number

PLEASE NOTE:

This document has been marked as "Returnable". Electronic submittal of this document indicates that your company has read and accepted any modifications to the RFP that are contained in this Addendum.

RFP ADDENDUM #1

DESCRIPTION: Catering Services for Harkness Memorial State Park and Rocky Neck State Park located in Connecticut

FOR:
Department of Energy and Environmental Protection

PROPOSERS NOTE:

There are two language changes to this Proposal. They are as follows:

- In document entitled: "CONTRACT" and found on-line as "Contract Document (Attachment 1)", on page 5 of 35, Under Term of Contract; Contract Extension. The following language "The Contract will be in effect from the date of this Contract is approved by the Office of the Attorney General (Effective Date) is replaced by: "The Contract will be in effect from the date this Contract is approved by the ("DAS")" It is also changed in the "RFP Overview Description" document, under Proposal Requirements on Page 24 of 27.
- In RFP Document entitled "Request for Proposal #13PSX0018" and found on-line as "RFP Overview Description" in "Selection Criteria", 1st bullet: Minimum of 3 References shall read: Minimum of 3 Written References which should not be from the Department of Energy and Environmental Protection, Harkness or Rocky Neck and "Submittal Requirements", same language – Minimum of 3 Written References which should not be from the Department of Energy and Environmental Protection, Harkness or Rocky Neck, both found on page 26 of 27.

Please see following pages reflecting these changes.

The questions received are as follows:

Question #1:

- 1) On page 26 of the RFP, under Submittal Requirements, it reads, "Statement (in detail) of experience as full-service, off-site caterer working cooperatively and in compliance with venue regulations under the direction of venue staff/experience working at historic properties/listing of similar events/Minimum of 3 References." Are we able to:
1. Reference previous events at Harkness or Rocky Neck as examples of "experience working at historic properties" or "listing of similar events"?
 2. Reference the venue contacts at Harkness (Sally or Mark) and/or Rocky Neck (Sue or Gary) as references under "Minimum of 3 References"?

Answer #1:

1) In regards to page 26 of RFP.....:

1. Yes.
2. Please see **PROPOSERS NOTE: above with language changes (and following pages) as part of the Selection Criteria and Submittal Requirements sections.**

Question #2:

Are we able to upload sections of the RFP as we have them ready/complete, or does this need to all be submitted in the same day/time frame? Once uploaded, is there an option to modify/replace documents before the final submission due date, or is it stored once we upload?

Answer #2:

Yes, you can upload as ready/complete; and Yes, you have option to modify/replace documents before the final submission due date and time. Please reference the guide found in the RFP Overview Description beginning on page 3 of 27 for any uploading questions.

Question #3:

Are we allowed to submit hard copies of all documents in addition to submitting online, or are the hard copy submissions only for additions to the uploaded items, i.e. for brochures and things of that nature that we do not have available in a digital format?

Answer #3:

All documents must be uploaded (do not send hard copies). However, DAS will allow for "brochures" if you do not have or if you cannot upload "brochures" in digital format. The address for submission is:

DAS/Procurement Services
165 Capitol Avenue
Hartford, CT 06106

Attn: Ann Simeone, 5th Flr South
RFP #13PSX0018 due 1/27/14 2:00 p.m. EST

Please send 6 copies.

Question #4:

Can a power point presentation of the proposal be acceptable format for the RFP pertaining to Harkess and Rocky Neck?

Answer #4:

Yes.

Question #5:

After attending the Rocky Neck walk through we are unclear of the process for submitting the RFP. The RFP document mentions that it must be submitted online (page9); however Sue said they needed 6 copies of the RFP. Can you please clarify?

Answer #5:

Please see Answer #3 above.

In addition, if you are providing submissions for both locations, you must mark so on the Exhibit B, RFP -16, Price Schedule (ex. in DELIVERY box, list "to Harkness" "to Rocky Neck" "to Harkness and Rocky Neck") and upload. NOTE: see Selection Criteria for each location.

Question #6:

Can you provide clarification as to exactly how the additional insured is to be listed for both venues.

Answer #6:

DAS needs a copy of your standard insurance policy demonstrating that you have the policy limits referenced under Section #36. Insurance found on Page 22 of 35 in the "Contract" document.

At this time, a policy does not need to be issued. Once the RFP process is complete, the Contractor will be required to provide an Insurance Policy which will state the "State of Connecticut listed as additional insured." (see Section 15. Indemnification (e) on Page 10 of 35.

CONTRACT

13PSX0018

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

CATERING SERVICES FOR HARKNESS MEMORIAL STATE PARK AND ROCKY NECK STATE PARK LOCATED IN
CONNECTICUT

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This Contract (the "Contract") is made as of the Effective Date 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 Ann Simeone, 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) **Claims:** All actions, suits, claims, demands, investigations and proceedings of any kind,
open, pending or threatened, whether mature, unmatured, contingent, known or unknown,
at law or in equity, in any forum.
 - (b) **Client Agency:** Any department, commission, board, bureau, agency, institution, public
authority, office, council, association, instrumentality or political subdivision of the State of
Connecticut, as applicable, who is authorized and chooses to make purchases under, and
pursuant to the terms and conditions of, this Contract.
 - (c) **Confidential Information:** This shall mean any name, number or other information that may
be used, alone or in conjunction with any other information, to identify a specific individual
including, but not limited to, such individual's name, date of birth, mother's maiden name,
motor vehicle operator's license number, Social Security number, employee identification
number, employer or taxpayer identification number, alien registration number,
government passport number, health insurance identification number, demand deposit
account number, savings account number, credit card number, debit card number or unique
biometric data such as fingerprint, voice print, retina or iris image, or other unique physical
representation. Without limiting the foregoing, Confidential Information shall also include
any information that the Client Agency or DAS classifies as "confidential" or "restricted."
Confidential Information shall not include information that may be lawfully obtained from
publicly available sources or from federal, state, or local government records which are
lawfully made available to the general public.
 - (d) **Confidential Information Breach:** This shall mean, generally, an instance where an
unauthorized person or entity accesses Confidential Information in any manner, including
but not limited to the following occurrences: (1) any Confidential Information that is not
encrypted or protected is misplaced, lost, stolen or in any way compromised; (2) one or
more third parties have had access to or taken control or possession of any Confidential
Information that is not encrypted or protected without prior written authorization from the
State; (3) the unauthorized acquisition of encrypted or protected Confidential Information
together with the confidential process or key that is capable of compromising the integrity

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of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to Client Agency, the Contractor, DAS or State.

- (e) Contract: The agreement, as of its Effective Date, between the Contractor and the State for any or all Goods or Services at the Proposal price.
- (f) Contractor: A person or entity who submits a Proposal and who executes a Contract.
- (g) 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.
- (h) 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.
- (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.
- (l) Proposal: A submittal in response to a Request for Proposals.
- (m) 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.
- (n) 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.
- (o) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (p) State: The State of Connecticut, including DAS, the Client Agency and any office, department, board, council, commission, institution or other agency of the State.
- (q) Termination: An end to the Contract prior to the end of its term whether effected pursuant to a right which the Contract creates or for a breach.

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- (f) 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 the date this Contract is approved by the DAS (Effective Date) through December 31, 2017.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, 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 and Additional Terms and Conditions. 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.
- (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

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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, 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.

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- (b) The Contractor shall secure from each Contractor Party, such document or instrument as necessary or appropriate as will vest in the Contractor plenary authority to bind the Contractor 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 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.
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 Termination by DAS for a breach is without prejudice to DAS's or the State's rights or possible Claims.
9. Termination.
- (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 Termination pursuant to this section, which notice shall specify the effective date of Termination and the extent to which the Contractor must complete its Performance under the Contract prior to such date.
- (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, Terminate the Contract in accordance with the provisions in the Breach section of this Contract.
- (c) DAS shall send the notice of Termination 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 the 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 of the Contract or fifteen (15) days after the Contractor receives a written request from either DAS or the Client Agency 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 from DAS, the Contractor shall cease operations as DAS directs in the notice, and take all actions that are necessary or

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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, 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) The Client Agency shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Client Agency in accordance with Exhibit A, in addition to all actual and reasonable costs incurred after Termination in completing those portions of the Performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Client Agency is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or the Client Agency, as applicable, the Contractor shall assign to DAS or the Client Agency, or any replacement contractor which DAS or the Client Agency designates, all subcontracts, purchase orders and other commitments, deliver to DAS or the Client Agency all Records and other information pertaining to its Performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as DAS or the Client Agency may request.
 - (f) For breach or violation of any of the provisions in the section concerning Representations and Warranties, DAS may Terminate 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 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. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination 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 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 Termination 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 Termination date, no further action shall be required of any party to effect the Termination as of the stated date. If the notice does not set forth an effective Contract Termination date, then the non-

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breaching party may Terminate 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 Terminate 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 Terminate 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.

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- (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 Contractor's bid, 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.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any other person or entity acting under the direct control or supervision of the State.
- (c) 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.
- (d) 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.
- (e) 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 cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency prior to the Effective Date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin Performance until the delivery of these 3 documents to the Client Agency. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that State is contributorily negligent.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage.

- 16. Forum and Choice of Law.** The parties deem the Contract 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

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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 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.

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- (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 Contract.
 - (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 available hereunder, 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 Terminate the Contract if the Contractor fails to comply with the Act.
26. Representations and Warranties. The Contractor, represents and warrants to DAS for itself and Contractor Parties, 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 Contract and

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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 Section 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 Terminated;
- (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 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, 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;

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- (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 or entity, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Contractor, 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 Contractor;
- (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 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 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;

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- (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 (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, represents and warrants for itself and the Contractor Parties, 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.

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- (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. This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be 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.
- (a) For purposes of this Section, the following terms are defined as follows:
- (1) "Commission" means the Commission on Human Rights and Opportunities;
 - (2) "Contract" and "contract" include any extension or modification of the Contract or contract;

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- (3) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- (4) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- (5) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- (6) "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;
- (7) "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced;
- (8) "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;
- (9) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- (10) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

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For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (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).

(b)

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved;

(2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission;

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

(4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and

(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

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Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

- (c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g)
 - (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 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

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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 Connecticut General Statutes § 46a-56; and

(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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 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.

33. Tangible Personal Property.

(a) 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:

- (1) 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;
- (2) A customer's payment of a use tax to the Contractor or its Affiliates relieves the customer of liability for the use tax;
- (3) 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;
- (4) The Contractor and its Affiliates are not liable for use tax billed by them but not paid to them by a customer; and

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- (5) 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.
- (b) 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.
- (c) 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 Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.
34. Whistleblowing. This Contract may be subject to the provisions of Section 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 Contract. 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: Ann Simeone

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If to the Contractor:

COMPANY NAME: _____

NAME: _____

ADDRESS Line 1: _____

ADDRESS Line 2: _____

City: _____ State: _____ Zip: _____

Attention: Company: _____

Signatory Name: _____ Title: _____

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.

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

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

- 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 Plants, Places of Business and Records.**

- (a) **Audit and Inspection of Plants, Places of Business and Records.** The State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and State's Attorney and their respective agents, may, at reasonable hours,

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inspect and examine all of the parts of the Contractor's and Contractor Parties' plants and places of business which, in any way, are related to, or involved in, the performance of this Contract.

- (b) The Contractor shall maintain, and shall require each of the Contractor Parties to maintain, accurate and complete 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 and its agents.
 - (c) The State shall make all requests for any audit or inspection in writing and shall provide the Contractor with at least twenty-four (24) hours' notice prior to the requested audit and inspection date. If the State suspects fraud or other abuse, or in the event of an emergency, the State is not obligated to provide any prior notice.
 - (d) All audits and inspections shall be at the State's expense.
 - (e) The Contractor shall keep and preserve or cause to be kept and preserved all of its and Contractor Parties' Records until three (3) years after the latter of (i) final payment under this Contract, or (ii) the expiration or earlier termination of this Contract, as the same may be modified for any reason. The State may request an audit or inspection at any time during this period. If any Claim or audit is started before the expiration of this period, the Contractor shall retain or cause to be retained all Records until all Claims or audit findings have been resolved.
 - (f) 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.
 - (g) The Contractor shall incorporate this entire Section verbatim into any contract or other agreement that it enters into with any Contractor Party.
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 Emergency Services and Public Protection 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.

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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 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 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 Contractor 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 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 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. **References to Statutes, Public Acts, Regulations, Codes and Executive Orders.** All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and

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requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

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. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, 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 Contract that specify a time for performance; provided, however, that this provision shall not be

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construed to limit or deprive a party of the benefits of any grace or use period allowed in this Contract.

55. Certification as Small Contractor or Minority Business Enterprise.

This paragraph was intentionally left blank.

56. Campaign Contribution Restriction. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g)(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 Contract expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations," attached as Exhibit C.

57. Health Insurance Portability and Accountability Act.

- (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 Client Agency is a "covered entity" as that term is defined in 45 C.F.R. § 160.103; and
- (d) The Contractor, on behalf of the Client Agency, 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 Client Agency 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. For the purposes of this Section of the Contract:
 - (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 or Contractor or Contractor Parties.

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- (3) "Covered Entity" shall mean the Client Agency.
- (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.

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- (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.
- (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

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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

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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 or Contractor Parties.
- (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.

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(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 (l)(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

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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. Protection of Confidential Information.

Contract # 13PSX0018

Contract Document

RFP-50 Rev. 11/19/2013

Prev. Rev. 11/7/2013

- (a) Contractor and Contractor Parties, at their own expense, have a duty to and shall protect from a Confidential Information Breach any and all Confidential Information which they come to possess or control, wherever and however stored or maintained, in a commercially reasonable manner in accordance with current industry standards.
- (b) Each Contractor or Contractor Party shall develop, implement and maintain a comprehensive data - security program for the protection of Confidential Information. The safeguards contained in such program shall be consistent with and comply with the safeguards for protection of Confidential Information, and information of a similar character, as set forth in all applicable federal and state law and written policy of DAS or State concerning the confidentiality of Confidential Information. Such data-security program shall include, but not be limited to, the following:
- (1) A security policy for employees related to the storage, access and transportation of data containing Confidential Information;
 - (2) Reasonable restrictions on access to records containing Confidential Information, including access to any locked storage where such records are kept;
 - (3) A process for reviewing policies and security measures at least annually;
 - (4) Creating secure access controls to Confidential Information, including but not limited to passwords; and
 - (5) Encrypting of Confidential Information that is stored on laptops, portable devices or being transmitted electronically.
- (c) The Contractor and Contractor Parties shall notify DAS, Client Agency and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours, after they become aware of or suspect that any Confidential Information which Contractor or Contractor Parties have come to possess or control has been subject to a Confidential Information Breach. If a Confidential Information Breach has occurred, the Contractor shall, within three (3) business days after the notification, present a credit monitoring and protection plan to the Commissioner of Administrative Services, the Client Agency and the Connecticut Office of the Attorney General, for review and approval. Such credit monitoring or protection plan shall be made available by the Contractor at its own cost and expense to all individuals affected by the Confidential Information Breach. Such credit monitoring or protection plan shall include, but is not limited to reimbursement for the cost of placing and lifting one (1) security freeze per credit file pursuant to Connecticut General Statutes § 36a-701a. Such credit monitoring or protection plans shall be approved by the State in accordance with this Section and shall cover a length of time commensurate with the circumstances of the Confidential Information Breach. The Contractors' costs and expenses

Contract # 13PSX0018

Contract Document
RFP-50 Rev. 11/19/2013
Prev. Rev. 11/7/2013

for the credit monitoring and protection plan shall not be recoverable from DAS, the Client Agency or any State of Connecticut entity or any affected individuals.

(d) The Contractor shall incorporate the requirements of this Section in all subcontracts requiring each Contractor Party to safeguard Confidential Information in the same manner as provided for in this Section.

(e) Nothing in this Section shall supersede in any manner Contractor's or Contractor Party's obligations pursuant to HIPAA or the provisions of this Contract concerning the obligations of the Contractor as a Business Associate of Covered Entity.

59. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

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: _____

Name: _____
Print or Type Name

Name: Ann Simeone

Title: _____

Title: Contract Specialist

Date: _____

Date: _____

STATE OF CONNECTICUT
Office of the Attorney General

By: _____

Name: _____
Print or Type Name

Title: _____

Date: _____

Request for Proposal #13PSX0018

CATERING SERVICES FOR HARKNESS MEMORIAL STATE PARK AND ROCKY NECK STATE PARK LOCATED IN CONNECTICUT

Contract Specialist: **Ann Simeone**

Date Issued: **18 December 2013**

Due Date: **27 January 2014**

Department of Administrative Services



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Request for Proposals (RFP)

CATERING SERVICES FOR HARKNESS MEMORIAL STATE PARK AND ROCKY NECK STATE PARK LOCATED IN CONNECTICUT

Guide to Electronic Proposal Submissions

1. Introduction To BizNet

It is now a requirement of Department of Administrative Services (DAS)/Procurement Services that all Companies create a Business Network (BizNet) Account and add your company profile in the BizNet system. Companies are responsible for maintaining company information as updates occur. Please Note: If you are certified through the Supplier Diversity or the Pre-Qualification Program, you have already created a BizNet account.

The BizNet login is: <https://www.biznet.ct.gov/AccountMaint/Login.aspx>

New Companies: Create an account by clicking the BizNet login link above and then the button on the right labeled "Create New Account". Login and select CT Procurement and Company Information. Please be sure to complete information in all tabs (Company Information, Accounts, Address, etc...).

Existing Companies Needing to Update Their Information: Login to BizNet and select CT Procurement and Company Information.

If you are having difficulty connecting to your account or downloading/uploading forms, please call DAS/Procurement Services at 860-713-5095.

2. Business Friendly Legislation

As a result of Public Act 11-229, DAS/Procurement Services' goal is to make doing business with the State of Connecticut more business friendly. To eliminate redundancy, forms that were repetitively filled out with each request for proposal are being automated in BizNet.

DAS/Procurement Services began the transition to on-line bidding by automating the submission of Affidavits and Non-Discrimination forms on October 1, 2011. Companies can submit forms electronically to their BizNet account if they haven't already done so. These forms must be updated on an annual basis, no later than 30 days after the effective date of any material change rather than completing them with each proposal submittal. Companies that have already filed these forms have the ability to view, verify and update their information prior to submitting a proposal response.

Instructions for Uploading Affidavits and Non-Discrimination Forms:

Click on the following link for instructions on how to upload Affidavits and Non-Discrimination forms:

<http://das.ct.gov/images/1090/Upload%20Instructions.pdf>

(a) AFFIDAVITS

THE FOLLOWING FORMS MUST BE SIGNED, DATED, NOTARIZED, UPLOADED OR UPDATED ON BIZNET. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) OPM Ethics Form 1 – Gift & Campaign Contribution Certification
- (2) OPM Ethics Form 5 – Consulting Agreement Affidavit
- (3) OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary
- (4) OPM Ethics Form 7 – Iran Certification

For information regarding these forms, please access the Office of Policy & Management’s website by clicking on the following link: <http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

(b) NON-DISCRIMINATION –

CHOOSE ONE (1) FORM THAT APPLIES TO YOUR BUSINESS. COMPLETE AND UPLOAD OR UPDATE ON BIZNET ANNUALLY. TO OBTAIN A COPY OF THESE FORMS, YOU MUST LOGIN INTO BIZNET AND FOLLOW THE INSTRUCTIONS LISTED ABOVE.

- (1) Form A – Representation by Individual (Regardless of Value)
- (2) Form B – Representation by Entity (Valued at \$50,000 or less)
- (3) Form C – Affidavit by Entity (RECOMMENDED) (Valued at \$50,000 or more)
- (4) Form D – New Resolution by Entity
- (5) Form E – Prior Resolution by Entity

For information regarding these forms and on which form your company should complete, please access the Office of Policy & Management’s website by clicking following link:
http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

3. New Revised Process – Online Proposal Responses

Any proposal posted by DAS/Procurement Services must be submitted electronically. The common forms listed below have also been automated in the BizNet system. In addition, specific forms are now fillable, as noted below. To complete forms; download them from your BizNet account, complete your submittal response, and upload these documents (as well as any other required submittal documents) through BizNet prior to the opening date and time. Late submissions will not be accepted. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Signature Page (RFP-26)
- Employment Information Form (DAS-45) – Fillable Form
- Statement of Qualifications (DAS-14) – Fillable Form
- Contract Exhibit B – Price Schedule (RFP-16)
- RFP Addendum (RFP-18) – if applicable

Additional forms such as those listed below must be reviewed carefully and accepted by the proposer prior to proposal submittal:

- Standard Terms and Conditions (RFP-19)
- Vendor Authorization Guidelines (DAS-28)

Proper Vendor Authorization must be provided for the person signing the proposal. Additionally, when electronically signing the SP-26, insure that the person electronically signing is the same person named in the vendor authorization as the person legally authorized to bind the company. Failure to do so may result in rejection of your proposal. See the instructions and sample forms at the following link:

http://das.ct.gov/Purchase/Info/Vendor_Authorization_and_Guidance_081106.pdf.

- Request for Proposal Document (RFP-22)
- Request for Proposal Contract (RFP-50)
- Contract Exhibit A – Description of Goods & Services
- Contract Exhibit C – SEEC Form 11

4. Insurance Accord Certificates

Contractor is responsible for maintaining their BizNet account with new and/or updated insurance information.

Documentation will need to be uploaded to your BizNet account evidencing that the state is an additional insured:

- (a) Certificate of Insurance (Accord Form)
- (b) The insurance policy declaration page
- (c) The additional insured endorsement to the policy

Training documentation is available through the DAS Website under “DAS Business Friendly Initiatives” at the following website: <http://das.ct.gov/cr1.aspx?page=371>

Proposers are cautioned that there may be additional documents, attachments or requirements depending on the complexity of the RFP. Please read ALL RFP documents carefully and provide all required information. Failure to do so may result in rejection of your proposal.

Scope of Services

This RFP is being offered in two parts –

- Augmenting Catering Services for Harkness Memorial State Park in Waterford, Connecticut for which there is a current Contract Award in place– reference link: http://www.biznet.ct.gov/SCP_Search/ContractDetail.aspx?ID=10559 . This RFP solicitation is to supplement the current contract with a target of 3 additional Contractors providing for catering services with minor specification changes (from contract in place). This Contract (the “Contract”) will stand independently should the current Contractor’s not participate, however, those Contractor’s listed on Contract Award 11PSX0154 are invited to participate in this RFP.

**And/Or*

- Catering Services for Rocky Neck State Park in Niantic (Town of East Lyme), Connecticut. This location is new to the DAS Procurement Services Division and no Contract Award is in place to reference. The State seeks to develop a list of 6 Contractors to provide for catering services to serve clients at the Pavilion.

Both locations require the Contractor to maintain a Food Service License/Registration and have an off-premise liquor license in the name of their company/corporation. If the Contractor does not have an off-premise liquor license, the proposer is asked to provide subcontractor information with liquor license/permit with RFP reply. Any change in subcontractor(s) during the term of the Contract will be accordance with Section 4 in the “Proposal Requirements” (following pages).

*In RFP reply, Proposers shall designate whether they wish to participate in both sites or define which site they wish to be considered for (ex., just Harkness, just Rocky Neck, or both Harkness and Rocky Neck) and must attend those mandatory site inspection(s) and meeting(s) detailed in “Instructions to Proposers.”

Catering Services for Harkness Memorial State Park in Waterford, Connecticut

Overview

The State of Connecticut reopened Eolia, the Mansion at Harkness Memorial State Park in Waterford CT, June 19th of 1998. Since that time, the Mansion has welcomed the public for tours and been the setting for weddings and meetings. The building is surrounded by sweeping lawns, formal gardens and has Long Island Sound as a backdrop. The Mansion and grounds were left to the State in 1950 by Mrs. Edward Harkness and are enjoyed by thousands year round.

The current Contract Award which expires December 31, 2017, may be viewed by clicking the following link:

http://www.biznet.ct.gov/SCP_Search/ContractDetail.aspx?ID=10559

Catering Services for Rocky Neck State Park in Niantic (Town of East Lyme), Connecticut

Overview

The State of Connecticut has made the second floor level of the Historic Ellie Mitchell Pavilion at Rocky Neck State Park available for rent for wedding receptions and other functions for over two decades. Given the historic nature of the building, and the need for vendors to have a thorough understanding of the requirements of use and care of the building and grounds, the State seeks to develop a list of approved Contractors to serve clients at the Pavilion.

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date:	18 December 2013
MANDATORY PRE-PROPOSAL MEETING AND SITE INSPECTION:	Date:	*7 January 2014 at 10:00 a.m. Eastern Time for Harkness and 1:00 p.m. Eastern Time for Rocky Neck *8 January 2014 (same schedule for locations) should inclement weather determine rescheduling. Proposers are advised to check the DAS website for such notification

	Location:	Eolia Mansion @ Harkness Memorial State Park (See Section #2 below) 275 Great Neck Road Waterford, CT Rocky Neck State Park (See Section #2 below) 244 West Main Street (Rte. 156) East Lyme, CT
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RECEIPT OF QUESTIONS:	Date:	15 January 2014, by noon Eastern Time
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ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date:	17 January 2014
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RFP DUE DATE:	Date:	27 January 2014 at 2:00 pm Eastern Time
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2. Mandatory Pre-Proposal Meeting Requirements

This RFP contains a mandatory pre-proposal meeting requirement. Proposers who are interested in responding to this RFP must attend the meeting at the specified date/location listed below:

January 7, 2014 at 10:00 a.m.
 Eolia Mansion @
 Harkness Memorial State Park

Enter the Park "Main Entrance" there is no guard this time of the year.
 275 Great Neck Road
 Waterford, CT

January 7, 2014 at 1:00 p.m.
 Rocky Neck State Park

Enter park and proceed past ticket booth. Follow signs to Beach (approximately 1 mile). Turn left at sign reading: West Beach; Bathhouse, Concession, Park Office. Park in paved lot, walk up to Bathhouses and enter the tower building in this complex. We will meet here at the park main office

244 West Main Street
 (Rte. 156)
 East Lyme, CT

NOTE: Late Arrivals (15 minutes or more) will not be given credit for attendance nor allowed to participate in the RFP process. Vendors will not be admitted to state buildings without a valid photo ID. Failure to attend this meeting will result in the rejection of your RFP.

The state will not be responsible for reiteration of the items discussed at the pre-proposal meeting to companies and their representatives who did not attend the meeting. Furthermore, those proposers who do not attend the meeting waive their right to protest for inaccuracies in their RFP based upon omissions and non-compliance due to information discussed at the pre-proposal meeting.

3. **Questions:**

Questions for the purpose of clarifying this RFP must be received no later than the date and time specified in Section I, "Proposal Schedule" and must be directed to the Contract Specialist, Ann Simeone via email: ann.simeone@ct.gov.

4. **Communications**

During the period from your organization's receipt of this Request for Proposal, and until a contract is awarded, your organization shall not contact any employee of the State of Connecticut concerning this procurement except in writing directed to the Contract Specialist, Ann Simeone via email: ann.simeone@ct.gov.

5. **Solicitation Submission**

Solicitations shall be submitted online by the RFP due date and time only. Proposers must upload their solicitation submission to their BizNet Account.

Product and/or Service Specifications

"The Mansion"

On behalf of the Department of Energy and Environmental Protection (DEEP), it is the intent of this Request for Proposal (RFP) and resulting contract award to establish a list of contracted Contractors who can offer catering services to clients (including private parties and All Using Agencies) renting the Eolia Mansion at Harkness Memorial State Park in Waterford, Connecticut ("The Mansion") for weddings, fetes, corporate events, etc. Once an event is booked, the renters, State Agency, Town, Municipality or Not for Profit can choose from the Contract of awarded vendors and will deal directly with the chosen Contractor for services and pricing. Payment for catering shall be made directly to the contracted caterer.

- Eolia can accommodate 150 guests on the first floor
- Exclusive use of the first floor of the Mansion is available between March 1st and December 23rd
- March 1 to the Friday before Memorial Day, events may take place after 8:00 a.m.
- Starting Memorial Day weekend through Labor Day weekend, events may take place after 5:00 p.m.
- After Labor Day through December 23rd, events may take place after 8:00 a.m.

See complete reference to timeframes under "**Section 23-4-10. Availability of premises**"

It is important to note there are no working appliances, i.e. no commercial kitchen. There are upgraded electrical services and power strips, working sinks and abundant floor space to set up workstations. There is a service courtyard off the kitchen that Contractors have used to set up a cook tent. The building and grounds will be available for inspection during the mandatory pre-bid meeting.

The Park has the following furniture that can be used:

20(60")round tables
6 (48") round tables
4 (36") round tables
10 (30") round tables
13 (36"x96") rectangular tables
5(30"x96") rectangular tables
2(30"x72) rectangular tables
7(36"x72") rectangular tables
4(30"x60") serpentine tables
155 banquet chairs (Chivari style, non-wood finish, white, padded seat),
35 white folding chairs

Furniture and tent is included in the rental fee.

The Ellie Mitchell Pavilion

On behalf of the Department of Energy and Environmental Protection (DEEP), it is the intent of this Request for Proposal (RFP) and resulting contract award to establish a list of contracted Contractors who can offer catering services to clients (including private parties and All Using Agencies events) renting the hall at The Ellie Mitchell Pavilion at Rocky Neck State Park in Niantic, Connecticut for weddings or corporate events. Once an event is booked, the renters, State Agency, Town, Municipality or Not For Profit can choose from the Contract's list of awarded vendors and will deal directly with the chosen Contractor for their services and pricing. Payment for catering shall be made directly to the contracted caterer.

- The Pavilion can accommodate a maximum of 300 guests on the second floor, with fee schedules divided into two tiers, dependent upon number of guests.
- Exclusive use of the second floor of the Pavilion is available after the Memorial Day holiday and up until Columbus day.
- Setup for Weekday (Monday through Thursday) events are limited to begin no earlier than 8:00 a.m. or no later than 4:00 p.m. for a standard 7.5 hour rental period.
- Setup for Weekend events (Fridays, Saturdays and Sundays) are limited to begin no earlier than 3:00pm or no later than 4:30 p.m. for a standard 7.5 hour rental period.

See complete reference to timeframes under **"SECTION 23-4-10. AVAILABILITY OF PREMISES"**

It is important to note there are no working appliances, i.e. no commercial kitchen. There are upgraded electrical outlets, working sinks, and abundant floor space to set up workstations. There is a concrete slab outside the rear door on the ground floor that Contractors are required to use to perform any cooking over which a caterer's cook tent no larger than 12' X 12' may be erected.

The building and grounds will be available for inspection during the mandatory pre-bid meeting.

The Park has the following furniture that can be used on the rental floor only:

50 (60")round tables
8 (36") round tables, (four 28" high, and four 40" high)
12 (36"x96") rectangular tables
315 banquet chairs (dark brown metal folding)

REGULATIONS OF DEPARTMENT OF ENERGY AND ENVIRONMENTAL PROTECTION

Sections 23-4-7 through 23-4-22, inclusive, of the Regulations of Connecticut State Agencies are amended to read as follows:

Section 23-4-7. Applicability

Sections 23-4-7 through 23-4-22, inclusive, govern the rental of facilities at Harkness Memorial State Park, Rocky Neck State Park, Fort Trumbull State Park, Gillette Castle State Park and Putnam Memorial State Park. Violation of any provision of such sections shall be deemed an infraction and shall be punishable by a fine of up to \$90 or by such higher fine as may be provided by law.

Section 23-4-8. Definitions

For the purposes of sections 23-4-7 through 23-4-22 inclusive:

- (1) "Alcoholic beverage" means an alcoholic beverage as defined by section 30-1 of the general statutes;
- (2) "Amphitheatre" means the open area with bench seating, south-west of the mansion at Harkness Memorial State Park;
- (3) "Columbus Day" means the second Monday in October;
- (4) "Commissioner" means the Commissioner of Environmental Protection or the Commissioner's representative;
- (5) "Conference Center" means the building west and north of the fort at Fort Trumbull State Park;
- (6) "Contractor" means a person retained, whether or not for compensation, by a renter in connection with an event, including but not limited to a caterer, bartender, photographer, musician, florist, or entertainer;
- (7) "Department" means the Department of Energy and Environmental Protection;
- (8) "Event" means a social, cultural, or business function, including but not limited to a party, reception, fund raiser, concert, conference or seminar. An event includes the primary event activity as well as set-up and take-down;
- (9) "Fort" means the lower level interior courtyard excluding rooms on the western side and the rampart at Fort Trumbull State Park;
- (10) "FT Visitor Center" means the building west and south of the Fort;
- (11) "GC Visitors' Center" means the orientation room, central hall and veranda of the Visitors' Center at Gillette Castle State Park;
- (12) "Individual Rooms" means any one or more of the rooms of the Mansion;
- (13) "Mansion" means the first floor, bride's room and the south courtyard tent of the Mansion at Harkness Memorial State Park;
- (14) "Memorial Day" means the last Monday of May;
- (15) "Park" means Harkness Memorial State Park, Rocky Neck State Park, Fort

Trumbull State Park, Gillette Castle State Park or Putnam Memorial State Park in the context of sections 23-4-7 through 23-4-22, inclusive, of the Regulations of Connecticut State Agencies;

(16) "Park Supervisor" means the Department employee stationed at the Park who has ultimate responsibility at that Park for operations thereof;

(17) "Pavilion" means the second floor of the Ellie Mitchell Pavilion at Rocky Neck State Park;

(18) "Pergola" means the arbor and tea room structure at the north end of the west garden of the Mansion;

(19) "Person" means person as defined by section 22a-2 of the general statutes;

(20) "PM Visitor's Center" means the historic building and visitors' center at Putnam Memorial State Park;

(21) "Premises" means the Mansion, the Amphitheatre, the Pergola, any of the Individual Rooms, the Pavilion, the Fort, Conference Center, FT Visitor Center, South Lawn or GC Visitors' Center and Veranda, and PM Visitor's Center and all structures and appurtenances thereof;

(22) "Primary event activity" or "primary activity" means the endeavor or endeavors which are the event's principal purpose and excludes set-up and take-down;

(23) "Rampart" means the upper tier of the Fort;

(24) "Rental or "rent" means the occupation, for the fees and under the conditions specified in Sections 23-4-7 through 23-4-22, inclusive, of any of the premises (a) for the purpose of holding an event, and (b) the exclusion of all persons other than the renter, his guests, his contractors, and representatives of the Department;

(25) "Renter" means a person who rents, as that term is defined in this section;

(26) "Set-up" means activities conducted in preparation for the primary event activity, including but not limited to: food preparation, decoration with flowers or other items, setting up of tables and chairs, and delivery of equipment and supplies;

(27) "South Lawn" means the lawn area south of the Fort;

(28) "Take-down" means activities associated with cleaning up after the primary event activity, including but not limited to removing supplies and equipment, cleaning the premises, and removing waste generated by the event; and

(29) "Terrace" means the outdoor area adjacent to and on the southwest side of Gillette Castle.

Section 23-4-9. Facilities available for rental

(a) At Harkness Memorial State Park, the Mansion, Individual Rooms, and Amphitheatre may be rented singly or in combination for an event.

(b) At Rocky Neck State Park, the Pavilion may be rented for an event.

(c) At Fort Trumbull State Park, the South Lawn, Conference Center and Visitor Center may be rented singly or in combination with the Fort for an event.

(d) At Gillette Castle State Park, only the Visitors' Center and the Veranda may be rented for an event. The Terrace may be rented for ceremonies only.

(e) At Putnam Memorial State Park, the Pavilion may be rented for an event.

Section 23-4-10. Availability of premises

(a) Harkness Memorial State Park:

- (1) Except as provided in subdivision (2) of this subsection, from March 1 through December 23, the Mansion, Pergola, and Amphitheatre may be rented for an event Tuesday through Sunday between 10:00 a.m. and midnight.
- (2) From Memorial Day through Columbus Day and on any day when the Mansion is open for public tours, an event may begin no earlier than 3:00 p.m. and the primary activity of such event may begin no earlier than 5:00 p.m.
- (3) Except as provided in subdivision (4) of this subsection, from March 1 through the Thursday preceding Memorial Day and from the day after Columbus Day through December 23, the Individual Rooms may be rented for a meeting, seminar or conference on Tuesday through Friday between 8:00 a.m. and 4:00 p.m.
- (4) A guest may not enter the rented premises until the primary event activity is scheduled to begin.

(b) Rocky Neck State Park:

- (1) From Memorial Day through Columbus Day, the Pavilion may be rented for an event any day of the week until midnight, provided that (A) on Monday through Thursday an event may begin no earlier than 8:00 a.m. and the primary activity of such event may begin no earlier than 10:00 a.m., and (B) on Friday through Sunday such an event may begin no earlier than 3:00 p.m. and the primary activity of such an event may begin no earlier than 5:00 p.m.

(c) Fort Trumbull State Park:

- (1) The Fort and South Lawn may only be rented on days when the facility is open for public visitation. From Columbus Day through Memorial Day, the South Lawn and Fort are not available for rental. The curfew at the park is 11:00 p.m.
- (2) The FT Visitor Center and the Conference Center are available for rental, year round. From Columbus Day to Memorial Day, the buildings are not available for rental on Saturdays and Sundays;
- (3) The Fort, South Lawn, FT Visitor Center and Conference are not available for rental on state or national holidays;
- (4) A guest may not enter the rented premises until the event activity is scheduled to begin.

(d) Gillette Castle State Park:

- (1) The GC Visitors' Center is available for rental, year round. From Columbus Day to Memorial Day, the building is closed on Mondays. Events may not begin prior to 5:00 p.m. and they must conclude by 11:00 p.m.
- (2) A guest may not enter the rented premises until the primary event activity is scheduled to begin.
- (3) From June through September, excluding holiday weekends, the terrace is available for wedding ceremonies on Saturdays at 10:00 a.m. or 5:30 p.m. for a period of one-half hour.
- (4) The building is not available for rental on state or national holidays.

(e) Putnam Memorial State Park:

- (1) The PM Pavilion is available for rental, year round. Events must conclude by 11:00 p.m.
- (2) The pavilion is not available for rental on state or national holidays.
- (f) The renter shall be liable for the failure of any guest or contractor to vacate the rented premises by the time the event is scheduled to end.

Section 23-4-11. Rental fees

Rental fees for events will be in effect until December 31, 2006. Starting in January 2007 and every three years thereafter, rental rates will be evaluated by the Commissioner. Based on the Consumer Price Index (CPI) of the previous 3 year period and rates at similar facilities within the southeastern and western Connecticut regions, the fees will be adjusted to reflect the current market. At no time will the rates increase by more than 3.3% in a given year or 10% for the next 3 year period. The fees will be rounded to the nearest \$50 increment. Rental fees shall be charged as follows:

(a) The Mansion:

- (1) First floor and bride's room and south courtyard tent for an event scheduled to last up to 7 ½ hours shall cost \$4,200, provided that if the applicable contract between the Commissioner and renter provides for the event to last longer than 7 ½ hours, the rental fee shall include the \$4,200 fee for the first 7 ½ hours plus \$700 for each hour or fraction thereof thereafter until the scheduled end of the event.
- (2) First floor, south courtyard tent, Amphitheatre, or Pergola, for an event scheduled on Tuesday, Wednesday, or Thursday to last for up to 6 ½ hours and scheduled to end no later than 11:00 p.m. shall cost \$3,100.
- (3) For each hour or fraction thereof beyond the time an event is scheduled the renter shall pay an additional fee of \$1,000. Additionally, the Commissioner may be entitled to any damages or other amounts by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event.

(b) The Amphitheatre:

- (1) For every unit of two hours or fraction thereof the cost shall be \$300, provided that if the Amphitheatre is used during an event for which the Mansion has been rented, there is no rental fee for the first two hours of such use.
- (2) For each hour or fraction thereof beyond the time an event is scheduled to last and in addition to any damages or other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event, an additional cost of \$350 shall be assessed.

(c) The Pergola:

- (1) The Pergola may be rented only in conjunction with an event at the Mansion and then only for a period of no longer than two hours beginning at the scheduled commencement of such event.

- (2) For an event scheduled to last up to two hours the cost shall be \$400.
- (3) For each hour or fraction thereof beyond two hours; any damages or other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the Pergola by the scheduled end of the event, an additional amount of \$400 shall be assessed.

(d) Individual Rooms:

(1) Music Room: For an event scheduled to last up to four hours, the fee shall be \$450, provided that if the applicable contract between the Commissioner and renter provides that the event will last longer than four hours, the rental fee shall be the applicable amount plus, for each hour or fraction thereof beyond four hours until the scheduled end of the event.

(2) Dining Room: For an event scheduled to last up to four hours, the fee shall be \$350 provided that if the applicable contract between the Commissioner and renter provides that the event will last longer than four hours, the rental fee shall be the applicable amount plus, for each hour or fraction thereof beyond four hours until the scheduled end of the event, \$80.

(3) Breakfast Room: For an event scheduled to last up to four hours, the fee shall be \$300, provided that if the applicable contract between the Commissioner and renter provides that the event will last longer than four hours, the rental fee shall be the applicable amount plus, for each hour or fraction thereof beyond four hours until the scheduled end of the event, \$70.

(4) For each hour or fraction thereof beyond the time an event is scheduled to last, a further fee of \$500 shall be assessed. This amount is in addition to any damages or other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented premises by the scheduled end of the event, \$500.

(e) The Pavilion:

(1) For an event of 250 people or less scheduled to last up to 7 ½ hours, the fee shall be \$2,400, provided that if the applicable contract between the Commissioner and renter provides that the event will last more than 7 ½ hours, the rental fee shall be the applicable sum plus \$575 for each hour or fraction thereof until the scheduled end of the event.

(2) For an event of over 250 people scheduled to last up to 7 ½ hours, the fee shall be \$3,800, provided that if the applicable contract between the Commissioner and renter states that the event will last more than 7 ½ hours, the rental fee shall be the initial sum plus \$675 for each hour or fraction thereof until the scheduled end of the event.

(3) For each hour or fraction thereof beyond the time an event is scheduled to last: In addition to any damages and other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the rented

premises by the scheduled end of the event, an additional \$750 fee shall be applicable.

(f) The Fort:

(1)The courtyard of the Fort and the Rampart may only be rented in conjunction with an event on the South Lawn, the Conference Center or the FT Visitor Center for a maximum of 2 hours. A fee of \$1,320 shall be applicable, however, if the contract between the Commissioner and renter provides that the event will last more than 2 hours, the rental fee shall be the initial fee plus for each hour or fraction of an hour thereafter until the scheduled end of the event, an additional \$650. Under no circumstances shall the Fort be rented for more than 4 hours.

(2)The South Lawn may be rented for an event scheduled to last up to 7 ½ hours for a fee of \$3,300. If the applicable contract between the Commissioner and renter provided that the event last more than 7 ½ hours, the rental fee shall be the initial sum plus \$650 for each hour or fraction thereof until the scheduled end of the event.

(i)The renter is responsible for providing sanitary facilities for the event; the quantity and location of the units shall be coordinated with the park supervisor.

(3) The fee for the Conference Center for an event scheduled to last no more than 4 hours, for a non-profit organization that is eligible for or complies with section 501(C)(3) of the Internal Revenue Code, shall be \$110. The fee for an individual, a for-profit organization or company for an event scheduled to last no more than 4 hours shall be \$550. The rental fee for each hour or fraction thereof beyond the time an event is scheduled to last shall be the original fee plus \$140 for each hour or fraction thereof until the scheduled end of the event. No alcohol shall be served. A guided tour of the Fort with the rental is an additional \$110.

(4) The fee at the FT Visitor Center for an event scheduled to last no more than 4 hours is \$1,100. A guided tour of the fort with the rental is an additional \$275. In addition to any damages and other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure, or that of his guests or contractors, to vacate the premises by the scheduled end of the event, for each hour or fraction thereof beyond the time an event is scheduled to last an additional fee of \$575 shall be assessed.

(g) GC Visitors' Center:

(1)The rental for the GC Visitors' Center for an event scheduled to last no more than 4 hours is \$1,600. For each hour or fraction thereof until the scheduled end of the event, an additional fee of \$400 shall be assessed.

(2) The fee for the GC Visitors' Center for an event scheduled to last no more than 4 hours on a weekday morning for a non-profit organization, which is eligible for or complies with section 501(C)(3)

of the Internal Revenue Code, is \$300. The fee for an individual, a for-profit organization or company for an event scheduled to last no more than 4 hours is \$550. For each hour or fraction thereof until the scheduled end of the event, a fee of \$140 shall be assessed. The group is responsible for set-up and cleaning. No alcohol shall be served.

(3)The terrace is available for one-half (1/2) hour for ceremonies. The fee for use of the terrace is \$225.

(4)In addition to any damages and other amounts to which the Commissioner may lawfully be entitled by virtue of the renter's failure or that of his guests or contractors to vacate the rented premises by the scheduled end of the event, a fee of \$500 shall be assessed.

(h) PM Pavilion:

(1) The fee to rent the Pavilion for an event scheduled to last no more than 4 hours, for a non-profit organization, that is eligible for or complies with section 501(C)(3) of the Internal Revenue Code, is \$110. The fee for an individual, a for-profit organization or company for an event scheduled to last no more than 4 hours is \$550. The rental fee shall be applicable plus for each hour or fraction thereof until the scheduled end of the event, a fee of \$140 shall be assessed.

Section 23-4-12. Parking

The rental fees specified in Section 23-4-11 covers parking in the Park's parking lot by the renter and his or her guests and contractors.

Section 23-4-13. Maximum occupancy

The maximum allowable number of individuals, excluding contractors and Department personnel, who may be present on the rented premises in connection with an event, is as follows:

- (a) The Mansion, regardless whether the Amphitheatre, Pergola, or Individual Rooms are rented in connection with an event in the Mansion: 150
- (b) The Amphitheatre: 125
- (c) The Pergola: 150
- (d) Breakfast Room: 30
- (e) Dining Room: 40
- (f) Music Room: 80
- (g) The Pavilion: 425
- (h)The Fort: Maximum based on what is rented in conjunction with the Fort.

Section 23-4-14. Applications for rentals; cancellations; insurance

(a) An application for rental shall be made on a form furnished by the Commissioner and shall provide all of the information requested therein. The Commissioner shall not process an application that does not contain all such requested information.

(b) For each date that the premises in question is available for rental under Section 23-4-10, the Commissioner shall process completed applications in the order in which they are received. The Commissioner may deny an application because the premises that the applicant wants to rent have already been rented or because the application is inconsistent with any provision of Sections 23-4-7 through 23-4-22, inclusive.

(c) If the Commissioner approves an application, it shall be deemed granted on the date approved. An application approved by the Commissioner shall, with any approval deemed necessary by the Attorney General, be a binding contract between the applicant and the Commissioner. After the Commissioner has approved an application, the parties may amend its provisions in any manner not inconsistent with Sections 23-4-7 through 23-4-22, inclusive, or with any other pertinent law.

(d) The Commissioner shall not approve an application for rental unless it is accompanied by a certified check, a bank check or other means approved by the Commissioner, payable to the Department in the amount of 50 per cent of the rental fee specified in Section 23-4-11.

(e) Sixty days before a scheduled event, the renter shall deliver to the Department a certified check, a bank check or other means approved by the Commissioner, in the amount of (1) 50 per cent of such rental fee plus (2) \$500 to constitute security against damage to the rented premises or other portion of the Park resulting from the event. If the renter fails to deliver payment in accordance with this subsection the Department shall cancel the scheduled event and the renter shall not be entitled to a refund of any fees already paid.

(f) If the renter cancels the rental in writing no later than 180 days before the scheduled event, the Department will return to the canceling renter 100 per cent of that portion of the rental fee which he or she has paid, less \$200 for processing, and 100 per cent of any security against damage which he or she has paid. If the renter cancels the rental later than 180 days before the scheduled event, the Department will return to him or her 100 percent of any security against damage, which he or she has paid. If the Commissioner cancels the rental under Subsection 23-4-17 or for any other reason authorized by law, the Department will return to the renter 100 percent any damage deposit he or she has paid.

Section 23-4-15. Liabilities; commissioner's remedies

(a) Nothing in Sections 23-4-7 through 23-4-22, inclusive, shall affect any obligation imposed by law on a renter to obtain any authorizations for activities in connection with an event, including without limitation a special use license under Section 23-11 of the General Statutes.

(b) By renting any of the premises, the renter agrees to, and shall, indemnify and save harmless the State of Connecticut and the Department of Energy and Environmental Protection from any and all claims, damages, losses, litigation, or expenses arising out of any injury, including death, or claims, damages, losses, litigation, or expenses arising out of any injury,

including death, or damage to property resulting from any act, omission, or neglect of the renter or any of his guests or contractors.

(c) From the security against damage deposit paid under Section 23-4-14(f) the Commissioner may retain the following:

- (1) Any amount to cover damage resulting from the event to the rented premises or other portion of the park;
- (2) An amount to cover the rental fee specified under Section 23-4-11;
- (3) An amount to cover the Department's costs if the renter fails to restore the rented premises and any other portion of the Park affected by the event to their condition immediately prior to such event, or to undertake any other action required by Sections 23-4-7 through 23-4-22.

(d) Before making a claim under the renter's or caterer's insurance policy for costs identified in subsection (c) of this section, the Commissioner shall retain amounts from, as applicable, the renter's or caterer's security against damage in accordance with such subsection. If such security does not fully cover such costs, the Commissioner shall, at his discretion, make a claim under said policy or take appropriate legal action.

(e) Nothing in Sections 23-4-7 through 23-4-22 shall, unless otherwise provided therein, affect any rights or privileges of the Commissioner or members of the public. The remedies provided to the Commissioner under said sections are cumulative with any other remedies to which he is lawfully entitled.

Section 23-4-16. Use of caterers' tents

(a) For the purpose of food preparation during an event, a caterer may install a tent in the service area of the Mansion, Pavilion or PM Pavilion (max. 144 square feet). Tents are not allowed at the GC Visitors' Center. At Fort Trumbull State Park, a tent (maximum 200 square feet) may be set up outside of the fort proper. Such a tent may not be installed unless the location, date and time of its installation and removal has been approved by the Park Supervisor.

(b) No truck or other vehicle shall be driven or parked on the Mansion's lawn in connection with installation or removal of a tent or delivery of supplies.

(c) Except as provided in this section and section 23-4-21 (d) and 23-4-21(e), no tents may be installed in connection with an event at the Park.

Section 23-4-17. Catering

(a) For any event at the Mansion or GC Visitors' Center where food is served, the renter shall retain a caterer to provide the food; such caterer shall be one that is listed on the Department's list of approved caterers.

(b) A renter may not retain a caterer in connection with an event at the Pavilion, Fort or PM Pavilion unless, no later than 120 days before such event, the renter submits for the Commissioner's approval the name,

address, and the phone number of such caterer and, if appropriate, the name of such caterer's contact person. The Commissioner may disapprove such caterer if the caterer has previously been retained for an event in either Park and at that time did not fully comply with the requirements of this section, did not restore the Kitchen, all areas where food or beverages were served, and any other areas of the rented premises or Park utilized by the caterer to their condition immediately prior to the event, or in any other way failed to demonstrate competence or regard for legal requirements.

(c) No later than 90 days before an event, the caterer thereof shall deliver to the Commissioner a certificate of insurance executed by an insurance company licensed in Connecticut, stating that the caterer carries both

(1) Commercial liability insurance including insurance for liquor liability, products and completed operations liability, contractual liability, and personal and advertising injury liability, providing for a total limit of \$1,000,000 for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence; and stating further that, if such liability insurance is subject to an aggregate limit, the aggregate limit shall be no less than \$2,000,000; and stating further that such liability insurance policy names the State of Connecticut as an additional insured; and

(2) Worker's compensation insurance and employers' liability insurance as required by section 3-291 and 3-284 of the general statutes, respectively, providing for a total limit of not less than \$100,000 per occurrence, \$100,000 for disease per employee, and \$500,000 for disease in the aggregate; provided that a caterer need not obtain liquor liability insurance if alcoholic beverages, including wine, will not be served at the event. If the caterer does not comply with the requirements of this subsection, the Commissioner shall not allow food or beverages to be served at the event. By catering an event, the caterer agrees to, and shall, indemnify and hold the State of Connecticut and Department of Energy and Environmental Protection harmless from any and all claims, damages, losses, litigation, or expenses arising out of an injury, including death, or damage to property, resulting from any act, omission, or neglect of the caterer or any of his agents or contractors.

(d) If caterer fails to comply with the requirements of subsection (c) of this section, the Commissioner may cancel the subject event.

(e) The caterer is required to have a liquor permit issued pursuant to section 30-37j of the Connecticut General Statutes.

(f) The caterer shall assure that:

(1) The only type of food warmer used within the rented premises is an electric warmer or a Sterno warmer, and the only type of food cooker or warmer used out-of-doors is propane or electric stove or an

outdoor gas or charcoal grill. At Fort Trumbull, a charcoal grill may not be used in the confines of the Fort;

- (2) By the end of the event.
 - (A) all waste generated by the event is properly disposed of;
 - (B) all equipment and supplies brought into the premises in connection with the event are removed; and
 - (C) the Kitchen, all areas where food or beverages were served, and any other areas of the rented premises or Park utilized by the caterer are restored to their condition immediately before the event;
- (3) Alcoholic beverages may only be served to guests by an individual under the control and supervision of the caterer or a licensed retailer;
- (4) Under no circumstance are guests allowed to serve an alcoholic beverages to themselves or any other individuals;
- (5) Kegs of beer are not present on the rented premises;
- (6) Alcoholic beverages are not served to any guest who appears to be intoxicated or who may be under 21 years of age and does not provide legal proof of age;
- (7) Alcoholic beverages served shall be free of charge, tipping a bartender or other server of alcoholic beverages is prohibited, and no bartender or other such server may solicit a tip; and
- (8) Service of alcoholic beverages will stop one-half (1/2) hour before the scheduled end of an event.

Section 23-4-18. Photography

- (a) Within the rented premises, at Harkness, photography may be conducted only in a room specifically rented for the event. No person may, without the approval and supervision of Department personnel, move any furnishing at Harkness for the purpose of photography.
- (b) Photography shall be allowed at the Harkness gardens during all times when the gardens are open to the public, provided that photography shall not interfere with the public's enjoyment of the gardens.

Section 23-4-19. Music

- (a) Musical instruments or other equipment for providing music during an event shall be delivered to the Park only with the approval of the Park Supervisor, and as soon as delivery is completed the vehicle(s) delivering such equipment shall either be parked in the parking lot or removed from the Park.
- (b) A musician or disc jockey retained in connection with an event shall supply any equipment or furnishings he or she needs, including tables, table coverings, and extension cords; all such equipment and furnishings shall be approved prior to scheduled date of the event by the Park Supervisor.
- (c) At an event at the Mansion during which sound is electronically or otherwise amplified, sound shall not be allowed to exceed, on the east side of the south courtyard, 95dBA at the location six feet west of the amplifying equipment or device, and on the west side of the south courtyard in the open loggia, 85dBA

at six feet east of the amplifying equipment or device. If the requirements of this subsection are violated, all sound amplification shall be terminated.

(d) Musicians or disc jockeys are allowed one-half (1/2) hour to vacate the premises at the end of an event. Failure to do so will result in damages as outlined in section 23-4-11.

Section 23-4-20. Flowers and other decorations

(a) No person shall use or allow the use of an open flame in a floral arrangement or other decoration at an event unless the flame is fully enclosed in a hurricane globe, chimney, or similar container.

(b) Every floral arrangement and other decoration at an event shall be freestanding and shall not be attached by glue, tape, staples, tacks, or any other means to any wall, light fixture, or other appurtenance or furnishing in the rented premises, provided that fabric used as a component of a decoration may, with the approval and supervision of Department personnel, be draped over an appurtenance or furnishing in the rented premises.

(c) Any container for flowers or plant used in the rented premises shall be watertight and shall, if placed upon or over an appurtenance or other furnishing in such premises, rest on or in a watertight material or object a size and configuration adequate to capture any plant matter and any dripping liquid.

Section 23-4-21. Miscellaneous requirements

(a) If the renter is an individual, he or she shall be present at the event from its scheduled commencement until its scheduled end. If the renter is other than an individual, such renter shall, no later than 60 days before the scheduled event, inform the Commissioner in writing of the name, title, and home and business telephone numbers of an employee or other agent designated by such renter as responsible for assuring compliance with the provisions of Sections 23-4-7 through 23-4-22; and such designee shall be present at the event from its scheduled commencement until its scheduled end.

(b) No person may smoke in the rented premises.

(c) No person may throw birdseed, confetti, rice, glitter or silly string at the rented premises.

(d) In connection with an event, no tent other than a caterer's tent may be used at Rocky Neck State Park and no tent other than the caterer's tent and the south courtyard tent may be used at Harkness Memorial State Park.

(e) No tents shall be allowed at the GC Visitors' Center or terrace at Gillette Castle State Park. In connection with an event at Fort Trumbull, no tent shall be allowed in the interior of the Fort. Tents may be erected on the south lawn with authorization of the park supervisor. At Putnam Memorial State Park, a caterer's tent (144 square foot maximum) may be set up on the west side of the building only; no other tent will be allowed.

(1) Tents may be set up on the day of the event and shall be removed by the end of the following business day.

(f) If alcoholic beverages are to be consumed during an event at Rocky Neck State Park, Fort Trumbull State Park or Putnam Memorial State Park but the renter has not retained a caterer to provide food, the following requirements shall apply:

(1) The renter shall employ a bartender or other server to serve alcoholic beverages.

(2) No later than 90 days before the event, the renter shall deliver to the Commissioner a valid certificate of insurance demonstrating that the renter is insured for liquor liability in the amount per individual of \$750,000 and per occurrence of \$1,500,000. If the renter does not comply with the requirements of this subsection, the Commissioner shall not allow alcoholic beverages to be served at the event and may cancel the event.

(3) No guest shall bring an alcoholic beverage into the Pavilion, the Mansion, the Fort, Conference Center, FT Visitor Center, GC Visitors' Center or PM Pavilion.

Section 23-4-22. Renter's responsibilities

In connection with an event, the renter shall assure that all provisions of Sections 23-4-7 through 23-4-22 are complied with. This section shall not relieve any other person of his or her obligations under such sections.

Proposal Requirements

1. Contract Period

The State intends that this contract shall be in effect **Date of Contract Approved by the DAS** through December 31, 2017.

DAS, in its sole discretion, may extend this Contract for additional terms beyond the original term, prior to Termination or expiration, one or more times for a combined total period not to exceed the complete length of the original term.

2. Mandatory Extension to State Entities

Contractor shall offer and extend the Contract (including pricing, terms and conditions) to political sub-divisions of the State (towns and municipalities), schools, and not-for-profit organizations.

3. P-Card (Purchasing MasterCard Credit Card)

Purchases for all state agencies that are less than \$1,000 shall be made using the State of Connecticut Purchasing Card (MasterCard) in accordance with Memorandum No. 2011-11 issued by the Office of the State Comptroller.

Contractor shall be equipped to receive orders issued from this Contract using the Mastercard. The Contractor shall be responsible for the credit card user-handling fee associated with credit card purchases. The Contractor shall charge to the State's MasterCard only upon acceptance of goods or rendering of services.

The Contractor shall capture and provide to their merchant bank, Level 3 reporting at the line item level for all orders placed by MasterCard.

Questions regarding the state of Connecticut MasterCard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at 860-713-5072.

4. Subcontractors

DAS must approve any and all subcontractors utilized by the Contractor prior to any such subcontractor commencing any work. Contractor acknowledges that any work provided under the Contract to any State entity is work conducted on behalf of the State and that the Commissioner of DAS or his/her designee may communicate directly with any subcontractor as the State deems to be necessary or appropriate. Contractor 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 Contractor to DAS upon request.

Contractor must provide the majority of services described in the specifications (see page 6 of 7).

5. **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.

6. **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.

7. **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.

8. **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.

9. **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.

10. **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.

11. **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.

12. **Ownership of Proposals**

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

13. **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.

14. 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.

Selection Criteria

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 in this order of importance:

Harkness Memorial State Park, Waterford, CT

- Experience as full-service, off-site caterer (past or current) working cooperatively and in compliance with venue regulations under the direction of venue staff/experience working at historic properties/listing of similar events/**Minimum of 3 Written References which should not be from the Department of Energy and Environmental Protection, Harkness or Rocky Neck**
- Ability to handle different types/sizes of events; demonstrated ability to handle specialized needs including vegetarian, ethnic, allergen, etc.
- Pricing (as of April 2013)/Sample menus; Creativity/Presentation/Photographs
- Reliability/Availability; Staffing (full-service catering with key dedicated event managers/staff)

Rocky Neck State Park, Niantic (Town of East Lyme), CT

- Experience as full-service, off-site caterer (past or current) working cooperatively and in compliance with venue regulations under the direction of venue staff/experience working at historic properties/listing of similar events/**Minimum of 3 Written References which should not be from the Department of Energy and Environmental Protection, Harkness or Rocky Neck**
- Reliability/Availability; Staffing (full-service catering with key dedicated event managers/staff)
- Ability to handle different types/sizes of events; demonstrated ability to handle specialized needs including vegetarian, ethnic, allergen, etc.
- Pricing (as of April 2013)/Sample menus; Creativity/Presentation/Photographs

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFP responses in whole or in part, and waive minor irregularities and omissions if the best interest of the State will be served.

Submittal Requirements

Each submittal shall include the following detailed information, but not be limited to (**NOTE:** this is not the order of importance – see previous page Selection Criteria for each site regarding order of importance):

- Statement (in detail) of experience as full-service, off-site caterer working cooperatively and in compliance with venue regulations under the direction of venue staff/experience working at historic properties/listing of similar events/**Minimum of 3 Written References which should not be from the Department of Energy and Environmental Protection, Harkness or Rocky Neck**

- Ability to handle (in detail) different types/sizes of events; demonstrated ability to handle specialized needs including vegetarian, ethnic, allergen, etc.
- Pricing (as of April 2013)/sample menus; creativity/presentation/photographs brochures and/or catalogs
- Examples of reliability/staff availability (calendar of multiple scenarios); list of staffing (full-service catering with key dedicated event managers/staff resumes/experience overview)
- Copy of catering license/catering liquor license or liquor proposal with copy of designated liquor backer (subcontractor) liquor license/Insurance documentation

After submissions are reviewed, the Department of Energy Environmental Protection (DEEP) Bureau of Outdoor Recreation - State Parks Division and the Department of Administrative Services (DAS) may conduct interviews of qualified firms prior to making its final selection. The final list of qualified firms will be used for the entire Contract period. Periodic reviews will be made to insure the quality and service is maintained at the desired level.

Attachment 1 - Sample 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 proposers whose proposals score highest. If, for whatever reason, DAS and the initial proposer s 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 suspend the current RFP process and start the RFP process again.

Attachment 1 to this RFP is a draft contract and it is included in this RFP for informational purposes only in order to show some contract provisions that the State of Connecticut requires. It is not intended to, and will not, be the specific contract that the State and the successful vendor(s) will sign. After DAS selects a vendor, DAS will deliver a draft contract to the vendor for consideration and negotiation. The contract that DAS and the successful vendor will sign may vary from Attachment 1. The Contract may include a liquidated damages clause at the discretion of the State.