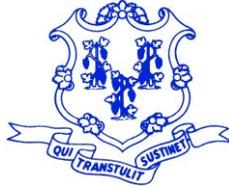


The Connecticut General Assembly

Joint Committee on Legislative Management

Donald E. Williams, Jr.
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John McKinney, *Senate Minority Leader*



Christopher G. Donovan
Speaker of the House

J. Brendan Sharkey, *House Majority Leader*
Lawrence F. Cafero, Jr., *House Republican Leader*

DATE: July 11, 2013

TO: All Respondents of Record

FROM: Liz Ferruggiaro

RE: Responses to Questions and Clarifications
**Elevators, Escalators, Travelators & Handicapped Lifts Maintenance
& Repair Services**

The following Request for Proposal (RFP) clarifications are provided to those who have received the Connecticut General Assembly's RFP for the **Elevators, Escalators, Travelators & Handicapped Lifts Maintenance & Repair Services**

Please note that the deadline for receipt of all responses is **July 25, 2013 at 12:00 p.m. (noon)** in the Office of Legislative Management, Room 5100 Legislative Office Building, Hartford, Connecticut.

Thank you for your interest.

JOINT COMMITTEE ON LEGISLATIVE MANAGEMENT

QUESTIONS AND ANSWERS

1. Is there a listing of what is to be submitted with the responses?

Part D of the Request for Proposal includes a list of required elements that **shall be included** in all responses. **Any response not including these elements is subject to disqualification.**

2. Shall responses include the gift affidavit and the campaign contribution form?

Yes. Please note that proposals will not be considered without a completed gift affidavit and the campaign contribution form.

3. Has this project been reserved for participation by set-aside responders certified as such by CT Department of Administrative Services (DAS)?

No.

4. Is a bid bond required to be submitted with the proposal?

The proposer shall submit a bid bond in the amount of ten percent (10%) of the Total Monthly Cost on Attachment A along with the response. Failure to furnish a bid bond in the proper form and amount with the respond will be cause for disqualification. A bid bond shall be in the form of a firm commitment as follows: a bid bond on a surety company licensed in the State of Connecticut; a postal money order; certified check; or cashier's check. All checks shall be made payable to "The Joint Committee on Legislative Management." Guarantees other than bid bonds will be returned (a) to unsuccessful responders as soon as practical after the opening of the response, and (b) to the successful responder upon execution of such further contractual documents and bonds as may be required by the responder. A letter of credit cannot be substituted for a bid bond.

5. Can you please clarify any special instructions regarding the completion of the Attachment documents to this Request for Proposal?

Proof of Authorization Form (Attachment A)

This document shall be completed and included in the proposal. This form shall authorize an individual to sign and enter into contracts on behalf of the proposer and should be notified and affixed with the corporate seal (if available).

Certification Form (Attachment B)

This Form shall be signed by the same individual who is authorized to sign and enter into contracts on behalf of the proposer by the Proof of Authorization Form. This form is not required to be notarized.

Proposal Pricing Page (Attachment C)

This Form shall be signed by the same individual who is authorized to sign and enter into contracts on behalf of the proposer by the Proof of Authorization Form. This form is not required to be notarized.

Gift and Campaign Certification (Attachment D)

This Form shall be signed by the same individual who is authorized to sign and enter into contracts on behalf of the proposer by the Proof of Authorization Form. This form is not required to be notarized.

Proposal Checklist (Attachment E)

Please indicate the pages number in which each requirement is provided in the RFP.

Bidder Contract Compliance Monitoring Report (Attachment F)

This Form shall be signed by the same individual who is authorized to sign and enter into contracts on behalf of the proposer by the Proof of Authorization Form. This form is not required to be notarized.

Vendor Profile Form (Attachment G)

This Form shall be signed by the same individual who is authorized to sign and enter into contracts on behalf of the proposer by the Proof of Authorization Form. This form is not required to be notarized.

W-9 Form (Attachment H)

This Form shall be signed by the same individual who is authorized to sign and enter into contracts on behalf of the proposer by the Proof of Authorization Form. This form is not required to be notarized.

Nondiscrimination Certification (Attachment J)

This Form does not need to be completed and submitted with the Proposal, but only upon Contract award. This Form is included in the RFP for informational purposes only. There are five different certification forms. Form A is always used for contracts with an individual who is not an entity, regardless of the contract value. Form B is always used for contracts with an entity when the contract value is less than \$50,000. Form C is recommended for contracts valued at \$50,000 or more with an entity. If Form C is not used, either Form D or E must be used; both require a resolution (new or prior).

6. With regard to the Liquidated Damages described in Section B.2, if an event happens overnight that causes a machine to cease operating, when is the “Failure Time” considered to have commenced?

As stated in Section B.2(iv):

“Outside of normal business hours (8:00 am to 5:00 pm, Monday thru Friday excluding holidays) the Failure Time (F) duration starts at 8:00 am the next business day morning and ends when the unit is placed back in service, unless the CGA or its designated representatives, at its sole discretion, requests that a technician respond to the site outside of normal business hours, in which case the Failure Time (F) duration starts when the call

is placed to the awarded Respondent's call center and ends when the unit is placed back in service."

7. Has all required safety testing been completed?

All safety testing is documented and up to date, except for the two handicapped lifts for the House Chamber which have not been tested.

8. Are there any pending repairs under the current contract?

Yes, however all are expected to be completed prior to expiration of the current contract.

9. Are certified payrolls required as support for the monthly maintenance invoice?

No, certified payrolls are not required for the monthly maintenance charge. They are, however, required as support for all other invoices for labor.

10. Who should interested vendors contact to schedule a site walk of the State Capitol Facilities and Old State House?

Please call Glenn Sweet, Site Manager for our building maintenance contractor at (860) 240-0123 to schedule a site walk.

11. Will the CGA accept electronic notification of out-of-service notices?

Yes, the CGA will accept electronic out-of-service notices.

The CGA also has its own 360 facility-based program through which work orders, including reference numbers, will issue for required services. The awarded Respondent will receive work requests via the CGA's system in addition to a phone call.

12. Have there been any upgrades under the current contract?

Yes. The following is a list of the upgrades, however it is not exhaustive:

- Door sensors/edges
- Hands-free emergency phones
- Safety rails
- Travelator handrails
- Work lights
- Sub-pumps
- Interior indicator lights (Capitol)
- Travel cable

13. Have any elevator cables been replaced over the course of the current contract?

Yes, one travel cable was replaced in Capitol elevator P-2. The four LOB cars had "rope inserts" replaced.

14. Are there any particular areas the CGA is seeking improvement in under the new RFP/contract?

The entire RFP was crafted to document all of the areas that we expect to be met. The CGA would like to improve run time reliability and response times. In particular, response times must be met as detailed in Section B.1.2. Additionally, once the technician has visited the site the CGA expects to receive immediate communication regarding the required repairs, and any parts that will be ordered.

15. What repairs are considered to be covered under the monthly maintenance cost?

The CGA is looking for the Respondent to identify/define those repairs that would be covered under the monthly maintenance charge versus billable repairs in its Full Service Maintenance Plan, the requested details of which are specified in Sections B.1.5 and D.1(s) of the RFP.

16. Are there any capital plans for long-term replacements of elevators?

This information is not made public prior to issuance of a Request for Proposal.

17. Are there any pieces of equipment that are not covered under the current contract?

The two (2) handicapped lifts located in the House Chamber are new additions to this RFP/contract.

18. Are there any Notices of Violation from the state inspector that are still outstanding?

Yes, however they are minor in nature and will be rectified prior to the expiration of the current contract.

19. Have the escalators ever received a full clean down?

No, not to our knowledge.

20. Regarding Article D.2 (a) Insurance Requirements – Will an OCPL insurance policy be acceptable in lieu of the Additionally Insured requirement?

Yes.

21. Can the following statement be added to the agreement for clarification; “Neither party shall be liable for consequential damages.”? If this language is not acceptable, can a cap be put on the CD’s?

This request should be included with the Respondent’s proposal for consideration at the time of proposal review and contract award.

22. Can the following statement be added to the agreement for clarification; “The Contractor shall not be liable for damage or delay caused directly or indirectly by embargoes, strikes, lockouts, work interruption or other labor dispute, fire, theft, floods, epidemic or pandemic, or any cause beyond Contractor’s control. In event of such delays, Contractor shall be entitled to an extension in contract time equal to the length of such delay and an equitable adjustment in the price of work. Regardless of the type of delay, neither party shall be liable for consequential damages.”

This request should be included with the Respondent’s proposal for consideration at the time of proposal review and contract award.