

Request for Proposal #16PSX0094

NASPO VALUEPOINT MULTI-STATE COOPERATIVE FOR: BOX TRUCK RENTAL SERVICES

Contract Specialist: Lynn Peccerillo-Hills

Date Issued: August 10, 2016

Due Date: October 11, 2016 at 2 00 pm Eastern Time



Department of Administrative Services
Procurement Services



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Guide to Electronic Proposal Submissions

1. Introduction To BizNet

The State of Connecticut (State) Department of Administrative Services (DAS), Procurement Services requires all companies responding to a DAS solicitation create a Business Network (BizNet) account and add their company profiles to the State of Connecticut BizNet system. Companies are responsible for maintaining and updating company information in their BizNet Accounts as updates occur.

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 Doing Business with the State 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 Doing Business with the State and Company Information.

Anyone having difficulty connecting to their account or downloading or uploading forms should call DAS/Procurement Services at 860-713-5095.

2. Required Certificates and Affidavits

Companies must submit the certificates and affidavits specified in this section electronically to their BizNet account. These certificates and affidavits must be updated on an annual basis and, if applicable, no later than 30 days after the effective date of any material change. Companies that have already filed these certificates and affidavits 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. Online Proposal Responses

Any response to a proposal posted by DAS Procurement Services must be submitted electronically. Commonly required forms are listed below and have been automated in BizNet. In addition, certain forms are now fillable, as noted below. To complete forms, download them from your BizNet account, complete your submittal response, then upload the forms, together with any other required submittal documents, through BizNet prior to the date and time upon which the proposal is due pursuant to the RFP. Late submissions will not be accepted. Proposals are not publicly opened and are not available for viewing until after the Contract has been awarded.

- Contractor Information/Electronic Signature Page – Web Based Form
- Employment Information Form (DAS-45) – Web Based Form
- Statement of Qualifications (DAS-14) – Fillable Form
- Connecticut Economic Impact Form (DAS-46) – Web Based 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)
- Request for Proposal Document (RFP-2222N)
- Request for Proposal Contract (RFP-50N)
- Contract Exhibit A – Description of Goods & Services and Additional Terms and Conditions.
- Contract Exhibit C – Notice to Executive Branch State Contractors and Prospective Contractors of Campaign Contribution and Solicitation Limitations

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.

4. Insurance Accord Certificates

All companies awarded a Contract by DAS must maintain their BizNet accounts with new and updated insurance information.

The following documentation will need to be uploaded to each company's BizNet account and evidence 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 relating to the completion of the above-reference forms is available through the DAS Website under "DAS Business Friendly Initiatives" at the following website: <http://das.ct.gov/cr1.aspx?page=371>

Overview

The State of Connecticut Department of Administrative Services (DAS) is issuing this Request for Proposal (RFP) to solicit responses for "Box Truck Rental Services" as the Lead State for NASPO ValuePoint Cooperative Purchasing Program.

The objective of this RFP is to obtain the best value through a national cooperative contract, and increase the amount of potential purchases at a national level. The contract resulting from this RFP (the "Contract") will define the relationship with the Contractor(s) to provide rental of box trucks for all participating states. A copy of the Contract form is attached to this RFP as Sample Contract (Attachment 1).

All capitalized terms used in this solicitation which are not specifically defined have the meanings ascribed to them in the form of the Contract attached hereto.

It is intended that the Contract may be awarded to multiple vendors who have a national presence in all participating states.

This will be a new contract, therefore, prior annual usage data is not available. However, Attachment 7 summarizes the anticipated usage for each Participating State if available. No minimum or maximum level of sales volume is guaranteed or implied in awarded agreements made under this RFP.

NASPO ValuePoint is the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities (*i.e.*, colleges, school districts, counties, cities and some nonprofit organizations) for all states and the District of Columbia. NASPO ValuePoint is identified in the Contract as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State, but is not a party to the Contract.

Lead State means the state centrally administering the Contract. For purposes of this RFP and resulting Contract, the State of Connecticut, acting through its Department of Administrative Services, is the Lead State. The Contract is the agreement resulting from a contract award under this RFP, executed by and between the Lead State and the contract awardee (Contractor), as now or hereafter amended.

The Contract may be used by Participating States and Participating Entities. Any of the fifty states or territories of the United States, their political subdivisions and other legal entities authorized by applicable state statute to utilize state contracts are eligible to be Participating Entities. A Participating State is a state, the District of Columbia, or one of the territories of the United States that is listed in the RFP as intending to participate. Eligible entities become Participating

Entities by executing a Participating Addendum to the Contract. The Participating Addendum is a bilateral agreement executed by a Contractor and a Participating Entity specific to that Participating Entity incorporating the Contract and any other terms and conditions specific to the Participating Entity. The Contractor is prohibited from performing under the Contract until a Participating Addendum acceptable to the Participating Entity and Contractor is executed.

Obligations under this Contract are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Purchasing Entity means a Participating Entity or other legal entity authorized by a Participating Addendum who issues a purchase order against the Contract and becomes financially committed to the purchase.

Participation in the Contract is subject to the following:

1. Financial obligations of Participating States are limited to the orders placed by the departments or other state agencies and institutions having available funds.
2. Participating States incur no financial obligations on behalf of other Purchasing Entities.
3. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@NASPOValuePoint.org to support documentation of participation and posting in appropriate data bases.
4. The Contract terms and conditions are applicable to any purchase order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by the applicable Participating Addendum.
5. State Participating Addenda or other Participating Addenda may not be construed to amend the terms of this Contract between the Lead State and Contractor.
6. Participating Entities who are not states may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the Chief Procurement Official of the state where the Participating Entity is located.

Participating States

In addition to the Lead State conducting this solicitation, the following Participating States have requested to be named in this RFP as potential users of the resulting Contract: (Hawaii, Louisiana, Montana, New Hampshire, North Dakota, South Dakota, Utah, Vermont, and Virginia). Other entities may become Participating Entities after award of the Contract. Some States may have included special or unique terms and conditions for their state that will govern their state Participating Addendum. These terms and conditions are being provided as a courtesy to proposers to indicate which additional terms and conditions may be incorporated into the state Participating Addendum after award of the Contract. The Lead State will not address questions or concerns or negotiate other States' terms and conditions. The Participating States shall negotiate these terms and conditions directly with the supplier. State-specific terms and conditions are included in (Attachment 7) to this RFP.

Bidder Notification

DAS recommends that all proposers subscribe to the DAS Procurement Bidder Notification Registration. Subscribing will allow DAS to send a daily e-mail announcing procurement solicitations and all addenda that have been posted on the State Contracting Portal website. Please note that this service is provided as a courtesy to assist in monitoring the solicitations. Since e-mail can be unreliable, DAS does not guarantee that subscribers will receive all e-mails.

The following is a link to the Bidder Notification Registration System: <http://das.ct.gov/cr1.aspx?page=161>

Scope of Services

1. Mandatory Minimum Requirements

Proposers shall meet the following minimum requirements:

- (a) Agree to all the mandatory minimum requirements outlined throughout this RFP.
- (b) Be an established national truck rental company with branch locations (locations owned and franchised locations) for truck pickup and return nationwide. Proposers shall submit a list of each of their locations that will participate in the Contract in the attachment to this RFP labeled, Branch Locations to Participate (Attachment 5).
- (c) Have all required licenses, bonding, facilities, equipment, trucks, and trained personnel necessary to perform the requirements specified in this RFP.
- (d) Have a minimum of five (5) years of successful commercial experience providing truck rental services comparable to those required under the Contract.
- (e) Have a minimum of \$100 million of gross sales on a yearly basis for five years.
- (f) Personnel at all proposers' locations shall be knowledgeable with the terms and conditions of the Contract. Proposers must have service available to accommodate 95% of requested reservations for the Participating States identified in this RFP.
- (g) All proposers franchises must operate under one corporate name. Proposer will assure 100 percent Contract adherence at all locations. Proposer shall have the capacity to bind all proposer's owned and franchised locations to the terms and conditions outlined throughout this RFP. Indicate in your proposal what central controls are in place to ensure that franchised locations adhere to the terms and conditions of the Contract.
- (h) Have nationwide direct billing capabilities. Participating Entity will choose whether to establish direct billing at the time of creating the Participating Addendum between the Participating Entity and the Contractor.
- (i) Have on-line booking capabilities.
- (j) Accept all major credit cards for purchases via phone, internet or email or direct billing.
- (k) Rent trucks to Drivers (herein defined as properly licensed employees of a Participating Entity, 21 years of age and older when using a truck for business purposes) without additional fees or surcharges.
- (l) Provide liability insurance and collision damage waiver at no additional cost within the United States. Proposer shall not charge any loss of use fees to the Lead State, Participating Entity and Driver. This insurance must also cover any optional items added at the time of rental.
- (m) Be able to generate monthly reports to view sales and rental history. Proposer shall describe any reporting functions available. These reports must be in Microsoft Excel format and include the date and location of rental, identification of the Participating Entity, base and total cost of rental.
- (n) Have a 24 hour customer service number accessible by a toll free telephone number.
- (o) Required to have available to rent the mandatory trucks listed in the mandatory classification section of the (RFP 16) Exhibit B-Price Schedule (Attachment 3) to this RFP or an approved equivalent. While proposers must offer the mandatory trucks, not all of the rental durations and mileage categories listed in (Attachment 3) to this RFP are required for each proposal.

- (p) Proposers shall demonstrate in their proposal how they meet or exceed the requirements of each section of the outline contained in the section of this RFP entitled, "Description of Goods & Services Specifications and Additional Terms and Conditions".

2. Technical Requirements

Proposers are to describe in their proposals how they meet any or all of the desirable features outlined below. Proposers are to state the question and then their response in their proposals.

- (a) It is desirable for all proposer locations to be under proposer's corporate governance. Please describe your branch location structure.
- (b) It is desired that proposer have city and neighborhood locations throughout cities in the United States. Proposers shall list locations and hours of operations in (Attachment 5) to this RFP. Proposers shall also indicate which branches are franchise locations.
- (c) It is desired that proposer offer emergency roadside assistance. If this is offered, proposers must make clear if it is nationwide or for selected locations. If not offered nationwide, list the locations in which assistance is offered. What services are covered, is there an additional charge for services, are there different charges for different services? Proposers shall indicate any additional costs for roadside assistance in (Attachment 3) to this RFP.
- (d) It is desired that proposer have an implementation plan to assist in the performance of the Contract if awarded. Proposers shall describe their plan. The plan should include any training programs, webinars, sales literature, State and Participating Entity visits or public forums.
- (e) Proposers are to describe any other convenience options that will be available for use and any associated costs to use those convenience options. Proposers shall indicate associated costs for convenience options in (Attachment 3) to this RFP. Examples of such options could include global positioning systems (GPS); boxes, hand trucks and furniture pads.
- (f) In addition to nationwide direct billing, it is desired to have flexibility in billing cycle and payment and billing options. Proposers are to describe any billing options available and what flexibility of payment and billing dates may be available.
- (g) It is desired that proposer offer unlimited mileage for trucks for round trip rentals.
- (h) It is desired that proposer provide one way rentals of up to 500 miles for no additional mileage or drop off fee. In addition it is desired that one way rentals be available nationwide with no mileage restrictions or charges for one way rentals within the 48 contiguous states. Proposer shall describe one way rental availability, any restrictions or additional costs. Proposer shall indicate any additional costs for these items in (Attachment 3) to this RFP.
- (i) It is desired that proposer offer trucks for an hourly rate for mandatory and desirable truck classifications. Proposers are to indicate if trucks are available by the hour and the hourly rates in (Attachment 3) to this RFP.
- (j) **Desirable Truck Classifications**
It is desired that proposers have available for rent the desirable truck classifications listed in (Attachment 3) to this RFP. It is desired that proposers offer trucks in the desirable truck classifications for the rental durations and mileage categories listed.
- (k) **Current Service Directory**
If available, proposers may submit a copy of their current customer service directory or guide with their proposal.

Instructions to Proposers

1. Proposal Schedule

RELEASE OF RFP:	Date: August 10, 2016	
OPTIONAL PRE-PROPOSAL MEETING:	Date: September 13, 2016	at 10:00 a.m. Eastern Time
	Location: State Office Building Room G38 165 Capitol Avenue Hartford, CT 06106	
RECEIPT OF QUESTIONS:	Date: September 20, 2016	, by noon Eastern Time
ANSWERS TO QUESTIONS POSTED AS ADDENDUM:	Date: September 27, 2016	
RFP DUE DATE:	Date: October 11, 2016	at 2:00 pm Eastern Time

2. Pre-Proposal Meeting Requirements

This RFP contains an optional pre-proposal meeting requirement. This allows for the proposer to determine whether or not to attend the meeting without disqualification for absence as a possible result. Proposers who are interested in attending the meeting at the specified date/location listed above.

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 1, "Proposal Schedule" and must be directed to the Contract Specialist, Lynn Peccerillo-Hills via email: lynn.peccerillo@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, Lynn Peccerillo-Hills via email: lynn.peccerillo@ct.gov.

5. Solicitation Submission

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

Description of Goods & Services Specifications and Additional Terms and Conditions

1. DESCRIPTION OF GOODS AND SERVICES:

(a) Contractor Requirements:

Contractor shall provide box truck rental Services and related Goods from nationwide locations as specified under the terms and conditions in the Contract. A Participating Entity may purchase any quantity of Services and related Goods listed in (Attachment 3) to this RFP at the price listed. Prices are exclusive of charges listed in Section (n) below.

Contractor shall rent trucks to Drivers (herein defined as properly licensed employees of a Participating Entity, 21 years of age and older when using a truck for business purposes) without any additional prequalification and additional fees or surcharges. The Contractor shall allow more than one Driver to drive a rental truck under the same terms and conditions of the Contract.

Rental receipts must clearly detail all surcharges, local taxes, concession fees, fuel charges and other charges that are not included in (Attachment 3) to this RFP.

(b) Rental Conditions

The Contract is for the purpose of rental and nothing herein contained may be construed as transferring to Participating Entity any ownership right, title, or interest in or to any truck rented hereunder. Participating Entity is not granted hereby and shall not have any right or option hereunder to purchase any rental truck either during the term or on expiration of a rental contract. This is not a financing agreement or lease.

(c) Maintenance and Operating Expenses

The only operating expense Participating Entity and Driver will be responsible for is fuel. All other maintenance and operating expenses (including insurance) are the responsibility of the Contractor. Contractor shall supply trucks that have been maintained in accordance with manufacturer's requirements, industry standards, and all applicable laws.

(d) Truck Downtime

Upon notification by the Participating Entity or Driver, and at no additional charge, the Contractor shall immediately replace trucks that, in the Participating Entity or Driver's judgement, become impaired or unsafe to operate. Contractor shall deliver the replacement truck to a location determined by the Participating Entity or Driver. Contractor shall be responsible for all repairs and towing of the truck.

(e) Assignment

Participating Entity will require the Driver to not allow anyone other than a properly authorized Driver to operate a rented truck.

(f) Accidents

Participating Entity will require Driver to promptly notify the Contractor of all accidents involving any truck in its possession, including the time, place and nature of the accident or damage, the names and addresses of parties

involved, persons injured, witnesses, owners of property damaged, the place at which Contractor may examine the truck and such other information as may be known by the Driver, and shall promptly advise Contractor of all third party correspondence, papers, notices and documents delivered to the Driver in connection with any claim or demand involving or relating to any truck or its operation. Participating Entity and Driver shall reasonably cooperate with Contractor in the investigation of all such claims and demands and in the recovery of damages from liable third persons.

(g) Liability for Rental Truck

Contractor shall hold the Lead State, Participating Entity and Driver harmless from any physical damage, loss, vandalism, fire or theft of the truck provided truck was not used by the Participating Entity or Driver in any manner listed in Section (s).1.

The Contractor shall not charge the Lead State, Participating Entity and Driver any collision/loss damage waiver fee. On behalf of itself and its franchisees, Contractor specifically waives any right to submit any claim against the Lead State, Participating Entity and Driver for any physical damage, loss, vandalism, fire or theft, or any other costs such as downtime, loss of revenue, administrative expenses and other expenses, of a truck provided under the Contract, provided the truck was not used by the Driver in any manner listed in Section (s).1. Notwithstanding above, the Driver shall not smoke in Contractors trucks, and Contractor may reasonably charge Participating Entity for any smoking damages caused by the Driver or Driver's passengers in the truck while in the Driver's possession.

(h) Third Party Liability Insurance for Rental Truck

Contractor shall provide supplemental liability insurance with each truck rental transaction at no additional cost to the Participating Entity. This supplemental liability insurance must extend third party liability protection to the Participating Entity and Driver in a combined single limit amount per occurrence of not less than \$1,000,000 per accident for bodily injury, death, or property damage to others arising out of the use or operation of the rental truck.

(i) Reservations

Contractor shall accept reservations made at least 48 hours in advance on local rentals and seven (7) calendar days in advance on one way rentals. Reservations may be made by Participating Entity or Driver. Contractor shall meet 95% percent of Participating Entity or Driver reservations when 48 hours' notice of reservations is given by Participating Entity or Driver. If a reserved truck is not available at the time of pickup by the Driver, Contractor shall substitute a truck of similar or greater quality at no additional cost. Contractor shall note on the invoice that a truck of same or greater quality was substituted at same or lower price.

The Contractor will hold the reserved truck for three (3) hours after the Driver's estimated time of arrival prior to release. Whenever possible, the Participating Entity or Driver will advise the Contractor a minimum of 8 hours in advance of any change of travel plans necessitating truck cancellation or delayed pickup, however, in no situation shall the Lead State, Participating Entity or Driver be liable for payment of "no shows". Drivers and Participating Entity will cancel reservations in the same manner they were made when possible.

(j) Reservation Systems/Options

Contractor shall maintain an internet reservation system where Driver can access the rates under the Contract. Contractor shall maintain a toll free 24 hour per day reservation phone number where Contractor's agents have access to the rates under the Contract. Contractor shall also accept reservations at branch locations via walk-in or local telephone number. Contractor personnel at all Contractor locations must have access to the rates and terms and conditions contained in the Contract.

(k) Short Notice Reservations

When possible, the Contractor shall accept short notice reservations. Contractor shall not charge additional fees for short notice reservations.

(l) Truck Pickup/Return

Contractor will make all reasonable efforts to expedite the pickup and return of trucks. Truck pickup should routinely be accomplished within a total of 30 minutes from initial Driver contact with the Contractor.

Contractor may request Driver to sign Contractor's standard rental form solely to document the delivery of the truck to a particular agency or other governmental division, to provide the time and place of return of the truck, the applicable Contract rates and the computation and method of payment of charges. Outside of these specific items, no other terms and conditions contained in any rental form will apply to rentals under the Contract. Area maps will be provided free of charge upon request. Truck will be furnished with a minimum one half tank of fuel. Contractor will also provide the Driver with accident, repair, and truck return instructions. Contractor shall provide to Driver a completed copy of the standard rental form showing total charges to be billed for the rental.

(m) Contract Adherence

Contractor shall ensure that at all Contractor locations Contract prices and terms and conditions are available and that there is 100 percent Contract adherence by Contractor and all related parties.

(n) Pricing

1. Round Trip Rentals

Contractor shall charge the rates listed in (Attachment 3) to this RFP for rental of trucks at each branch location. Rates include all charges for reservations and full Damage Waiver Insurance (DW) (with \$0 customer retained responsibility) for trucks operated in compliance with the terms and conditions of the Contract.

Rates under the Contract are not subject to blackout dates and do not require a minimum rental period. Applicable weekend/weekly discounts and any other promotional discounts will be calculated and applied.

Rates in (Attachment 3) to this RFP are base rates. They are exclusive of local and state sales and federal excise taxes, city surcharges or city differential fees applicable in certain cities.

Rates do not include refueling charges; legislative or mandated taxes; bond issues imposed by government bodies; any convenience options listed that the Driver may purchase. Contractor shall itemize those charges as separate line items on the rental agreement and add the charges to the base rate. Where the Participating Entity is not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.

2. One Way Rentals

Contractor will charge the base rate and other allowable charges listed in (Attachment 3) to this RFP for a one-way truck rental as if it were a round trip rental. Contractor shall not charge any drop fee for one way rentals of 500 miles or less. Contractor may charge the established one way rental drop fee for over 500 Miles listed on (Attachment 3) to this RFP.

(o) Investigative Assistance

The Contractor shall assist any investigative unit of a Participating Entity concerning alleged wrongdoing or suspected fraud or abuse by any Driver or by Participating Entities doing business with the Contractor. Reciprocal assistance from the Participating Entity with regard to investigations shall be provided to the Contractor.

(p) Branch Locations

The branch locations will be in a permanent structure, well-lighted, clean, properly maintained and clearly identified as the truck rental Contractor with whom the reservation was made.

(q) Additional Requirements

Comprised from the desirables offered by the proposer and outlined in the RFP Scope of Services, Section 3 Technical Requirements. To be completed prior to award of contract.

(r) Truck Requirements

1. Contractor shall maintain a sufficient number of trucks on hand to meet the needs of Participating Entity with advance reservations.
2. **Required Trucks/Equipment:** Contractor shall certify that odometer and original miles are the same and are accurate. Minimum standard equipment must include automatic transmission, power steering, power brakes, air conditioning, AM/FM radio, air bags (if available from manufacturer) and all season radial tires. Contractor shall equip and maintain all rental trucks to meet all federal, state and local truck safety standards, codes, and ordinances.
3. At time of truck pickup, Contractor shall provide to the Participating Entity or Driver a truck with proper fluid levels; coolant protected to -20 degrees; and in clean condition (inside and out). All trucks must be in a like-new condition with no body damage or mechanical problems.
4. In inclement winter weather, upon request by the Participating Entity or Driver, truck must be equipped with snow tires as appropriate and furnished with an ice scraper.
5. On request from and at no additional cost to the Driver or Participating Entity, Contractor shall provide first aid kits, flares and fire extinguishers with the rental truck.
6. If the truck size classification reserved by the Participating Entity and/or Driver is not available at the time of truck pickup, the Participating Entity and/or Driver will be so advised and offered an upgrade at no additional cost
7. **Truck Models:** Contractor shall have available for rent under the Contract the mandatory truck classifications listed on (Attachment 3) to this RFP.

Contractor may have available for rent under the Contract the desirable truck classifications listed on (Attachment 3) to this RFP.
8. **Licensing Requirements:** Contractor shall secure, maintain and pay for any federal, state and local operational and vehicle licenses required to provide the services as referenced in the Contract.
9. **Non-Smoking Trucks:** All trucks rented under the Contract must be non-smoking meaning that previous renters did not smoke tobacco products inside the truck.

(s) Participating Entity and/or Driver Responsibilities

1. **Proper Use of Truck**

Participating Entity agrees the truck will not be used:

- a) by a Driver who is under the influence of alcohol or any prohibited drugs,
- b) for any illegal purpose,
- c) to push or tow another truck unless the truck is equipped for towing and is specified to do so in the rental agreement,
- d) to carry passengers or property for hire,

- e) in a test, race or contest,
- f) by unlicensed Participating Entity employees,
- g) by a person other than an authorized Driver outside of the United States except where such use is specifically authorized by the Contract,
- h) off paved, graded or maintained roads, or driveways, except when the Contractor has agreed to this in writing beforehand,
- i) by a Driver who allows more passengers to occupy the truck than there are seatbelts or who does not require all passengers to comply with applicable seatbelt and child restraint laws,
- j) by a Participating Entity employee who is under 21 years of age,
- k) by a Driver or occupant who is smoking.

2. Refueling

Driver will return the truck with the same amount of fuel as when the Driver picked it up.

3. Inspection

The Contractor will provide the Participating Entity and Driver a list of inspection items and instructions that the Driver should perform.

4. Maintenance

Upon three (3) days' prior notification from the Contractor, Participating Entity agrees to make themselves and each truck available for the purposes of inspection and/or maintenance every thirty (30) days. Contractor shall perform preventive maintenance and warranty repairs, at Contractor expense if necessary. If preventative maintenance and/or repairs are required at a location other than Participating Entity's offices, Contractor will provide a replacement truck during the performance of maintenance or other repairs at no additional charge

(t) Accident Reports

Participating Entities may require the Contractor to provide a report documenting accidents involving trucks rented to Participating Entities (Accident Report). Each Participating Addendum will outline its Accident Report requirements. Under no circumstances will any statement contained in any Accident Report be read as an admission of any liability or waiver of sovereign immunity.

(u) Motor Carrier Safety Review

Participating Entities may require the Contractor to be subject of a Safety Fitness Review (SFR). Each Participating Addendum will outline its SFR requirements.

2. ADDITIONAL TERMS AND CONDITIONS:

(a) Participating Entity Contacts

The Contractor shall develop and maintain a list of Participating Entity contacts and designated billing office contacts. The Participating Entity shall provide its designated authorized officer(s) and designated billing office contact(s). The Contractor shall add this information to the list upon receipt from the Participating Entity.

(b) Training Requirements

Contractor shall provide Driver instruction on the proper and safe operation of equipment at no additional cost.

(c) Contract Formation

A Contract is effective when Participating Entity requests executes a Participating Addendum and requests one or more trucks, whether that request is made by telephone or by facsimile or through electronic communication (e-mail or on-line booking) , the Contractor delivers the requested truck(s) to Participating Entity and Participating Entity accepts the truck(s). Each Contract consists of the terms and conditions shown in the Contract (including Exhibits), any applicable Participating Addendum, and the transaction details in the standard rental form. Each such Contract is separate between the parties, enforceable in accordance with the terms thereof and independent of all such other contracts.

(d) Using Standard Rental Form

In lieu of a State purchase order form, Contractor will use a standard rental form to document transaction details for each truck rental. Operative provisions in the standard rental form are limited to designation of Participating Entity and its Driver/Renter; Services and products purchased under the terms of the Contract (including invoicing details such as license plate number, delivery date and time, odometer at time of delivery and time of return, return date and time, reservation number, and invoicing address). Participating Entity will execute the standard rental form solely to affirm the transaction details and evidence the making of the Contract for a Truck rental. No language in the standard rental form may vary, amend, modify or add terms or conditions to the Contract. Contractor may use the standard rental form to assist in maintaining the inventory of its trucks. Contractor acknowledges and agrees that all pre-printed terms and conditions located in or incorporated by reference into the standard rental form including, but not limited to, any section regarding choice of law, venue, warranty disclaimer or exclusion, indemnification or limitation of liability are not binding on the parties and have no force or effect and are null and void with regard to trucks delivered pursuant to the terms of the Contract. The terms of the Contract take precedence over and supersede all other conflicting terms and conditions, express or implied.

(e) Ordering

Contract order and purchase order numbers must be clearly shown on all acknowledgments, shipping labels, packing slips, invoices, and on all correspondence

Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor is expected to become familiar with the Purchasing Entities' rules, policies, and procedures regarding the ordering of supplies and/or services contemplated by this Contract.

All communications concerning administration of orders placed must be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Order.

(f) Administrative Fees

The Contractor shall pay to NASPO ValuePoint, or its assignee, a NASPO ValuePoint Administrative Fee of one-quarter of one percent (0.25% or 0.0025) no later than sixty (60) days following the end of each calendar quarter.

The NASPO ValuePoint Administrative Fee shall be submitted quarterly and is based on all sales of products and services under the Contract (less any charges for taxes or shipping).

The NASPO ValuePoint Administrative Fee is not negotiable.

This fee is to be included as part of the pricing submitted with proposal.

Some states may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state.

1. For all such requests, the fee level, payment method and schedule for such reports and payments will be incorporated into the Participating Addendum that is made a part of the Contract.

2. The Contractor may adjust the Contract pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of the state.
3. All such agreements shall not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by the Purchasing Entities outside the jurisdiction of the state requesting the additional fee.
4. The NASPO ValuePoint Administrative Fee shall be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices (if any) in Participating Addenda.

Proposal Requirements

1. Contract Period

The initial term of the Contract is for two (2) years.

The parties, by mutual agreement, may extend the 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, but only in accordance with the section in the Contract concerning Contract Amendments.

2. 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.

3. 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.

4. 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.

5. 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.

6. 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.

7. Erroneous Awards

DAS reserves the right to correct inaccurate awards.

8. 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.

9. Ownership of Proposals

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

10. 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.

11. 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

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.

1. *Mandatory Minimum Requirements and Ability to meet Description of Goods and Services*

In the initial phase of the evaluation process, the Lead State will review all proposals timely received. Unacceptable proposals (non-responsive proposals not conforming to RFP requirements) will be eliminated from further consideration.

<i>Ability to meet requirements referenced in Scope of Service Section 1. "Mandatory Minimum Requirements"</i>	<i>Pass/Fail</i>
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2. *Technical Evaluation*

Acceptable and potentially acceptable proposals will be evaluated against the proposal evaluation criteria listed in the Scope of Services Section 2. "Technical Requirements".

Evaluation Criteria	Possible Points
Scope of Services 2. (a)	20 <i>(proposals with the most locations under corporate governance will receive 20 points; proposals with fewer locations will receive a percentage of the points.)</i>
Scope of Services 2. (b)	50 <i>(proposals with the most city and neighborhood locations, a percentage of points will be given to proposals with fewer locations.)</i>
Scope of Services 2. (c)	25

Scope of Services 2. (d)	15
Scope of Services 2. (e)	25 <i>(5 points per convenience option are available with a maximum of 25 points.)</i>
Scope of Services 2. (f)	15
Scope of Services 2. (g)	25
Scope of Services 2. (h)	30
Scope of Services 2. (i)	20
Scope of Services 2. (j)	85 (Box Trucks with lift gates: 10 per classification) (Other Classifications: 5 per classification)
Total Possible Points	245

3. ***(RFP-16) Exhibit B - Price Schedule -(Attachment 3) Evaluation:***

Attachment 3 to this RFP will be evaluated independent of the technical evaluation. Do not include any pricing data or embed Attachment 3 to this RFP in the technical proposal response. Prices included in the technical proposal response may not be considered.

The proposer with the lowest rate for each rental duration category as measured by an average of the rates for each truck classification, will receive the maximum amount of points available for that category. All other proposers will receive points as determined by the ratio* of their costs to the lowest cost for each rental duration category. Final cost scores will be calculated based on the following:

*Ratio Calculation: Points assigned to each proposer’s price schedule will be based on the lowest proposal cost for each rental duration category. The formula to compute the points is: Cost Points x (proposed cost/lowest proposed cost).

Evaluation Criteria	Points per Rental Duration Rate and Mileage Rate Category	Total Possible Points
Mandatory Truck Classification	90	450
Desirable Categories		
Box Trucks With Lift Gates	30	150
(Other Classifications)	5	375
Overall Total Possible Points		975

DAS may award by individual item, group of items, or the entirety of all items. DAS may also reject any and all RFPs in whole or in part, and waive minor irregularities and omissions if the Lead State determines such action to be in the collective best interest of Participating States.

Submittal Requirements

Content and Format

Proposals must be labeled and organized in a manner that is congruent with the requirements and terminology used in this RFP. This should include a specific point-by-point response, structured in form and reference to the RFP, addressing all sections and requirements outlined. Proposers should clearly indicate any requirements that cannot be met and any options or alternatives proposed.

Responses must include a statement that the proposer read, understands and is willing to agree to the terms and conditions as shown in Sample Contract (Attachment 1) and Lead State Terms and Conditions (Attachment 2) to this RFP.

1. *Mandatory Minimum Requirements and Ability to meet Description of Goods and Services*

- (a) Describe the company's willingness, ability and approach to meet each of the requirements outlined in Scope of Service Section 1. Mandatory Minimum Requirements of this RFP.

2. *Technical Evaluation*

- (a) Describe the company's ability and approach to meet any or all of the desirable features outlined in Scope of Services Section 2. Technical Requirements of this RFP.

3. *(RFP-16)-Exhibit B - Price Schedule (Attachment 3)*

- (a) Please include your Federal DOT ID number where specified in Exhibit B. If you do not include the number in Exhibit B and then fail to provide it subsequently when and as requested, your submittal will be rejected.
- (b) Rates must be exclusive of local and state sales and federal excise taxes, concession fees, city surcharges or city differential fees applicable in certain cities, and do not include refueling charges, legislative or mandated taxes, bond issues imposed by government bodies or any additional optional charges that Driver/Renter may purchase. Rates must include the .25% NASPO ValuePoint Administration fee. Where the state government entities are not exempt from sales taxes on sales within their state, the Contractor shall add the sales taxes on the billing invoice as a separate entry.
- (c) The Lead State is exempt from federal excise taxes and no payment will be made for any taxes levied on the proposer's or any subcontractor's employee's wages. The Lead State is exempt from paying any applicable Lead State or local sales or use taxes within the State of Connecticut on the products provided or the services rendered. The tax rules regarding federal and local taxes will vary by entity and are expected to be addressed in each State's Participating Addenda.
- (d) *Mandatory Truck Classifications:* Proposers are required to have available for rent the mandatory truck classifications listed in (Attachment 3) to this RFP. Trucks must be the same or an approved equivalent of the trucks, as shown. If a proposer does not offer the trucks listed, their entire proposal will not be considered. Enter rates for rental durations and mileage categories offered in (Attachment 3) to this RFP.
- (e) *Desirable Truck Classifications:* Proposers may submit rates for any of the "Desirable" truck classifications offered. Proposers shall indicate which trucks are available and enter rates offered in Attachment 3 to this RFP.
- (f) *Additional Services:* Proposers may submit rates for additional services offered in (Attachment 3) to this RFP.
- (g) *Convenience Options:* Proposers may submit rates for convenience options offered in (Attachment 3) to this RFP.

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 Lead State will pursue negotiations with the proposer whose proposal scores highest. If, for whatever reason, the Lead State and the initial proposer fail to reach consensus on the issues relative to a contract, then the Lead State may commence contract negotiations with other proposers. The Lead State 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 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 the Lead State selects a vendor, the Lead State will deliver a draft Contract to the vendor for consideration and negotiation. The Contract that the Lead State and the successful vendor will sign may vary from (Attachment 1) to this RFP.

CONTRACT

16PSX0094

Between

THE STATE OF CONNECTICUT

Acting by its

DEPARTMENT OF ADMINISTRATIVE SERVICES

AND

Awarded Contractor

**NASPO VALUEPOINT MULTI-STATE COOPERATIVE FOR: Box
Truck Rental Services**

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EXHIBIT C - Notice to Executive Branch State
Contractors and Prospective State Contractors of
Campaign Contribution and Solicitation Limitations

Exhibit D - NASPO ValuePoint Detailed-Sales Reporting

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This contract (the "Contract") is made as of _____ by and between, _____
_____ (the "Contractor,") with a principal place of business at _____
_____, acting by _____, its _____
_____ and the State of Connecticut, acting through its Department of
Administrative Services ("DAS"), with a principal place of business at 165 Capitol Ave, Hartford,
Connecticut 06106-1659, acting _____, its _____, in accordance
with Sections 4a-2, 4a-51 and 4a-53 of the Connecticut General Statutes, in connection with the
NASPO ValuePoint cooperative contract program.

WHEREAS, NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, is a 501(c)(3) limited liability company that is a subsidiary organization of the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint; and

WHEREAS, NASPO ValuePoint facilitates administration of the NASPO Cooperative Group Contracting Consortium of State Chief Procurement Officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities for all states and the District of Columbia; and

WHEREAS, pursuant to Section 4a-53 of the Connecticut General Statutes, DAS may join with federal agencies, other state governments, political subdivisions of the State or nonprofit organizations in cooperative purchasing plans when the best interests of the State would be served thereby; and

WHEREAS, the DAS has determined the best interests of the State will be served by leading and participating in this Contract, which is a part of the NASPO ValuePoint cooperative contract program.

Now therefore, the Contractor and the Lead 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) 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 Purchasing Entity or DAS, as applicable, classifies as "confidential" or "restricted." Confidential Information shall not include information that may be lawfully

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obtained from publicly available sources or from federal, State, or local government records which are lawfully made available to the general public.

- (c) 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 Purchasing Entity or DAS, as applicable; (3) the unauthorized acquisition of encrypted or protected Confidential Information together with the confidential process or key that is capable of compromising the integrity of the Confidential Information; or (4) if there is a substantial risk of identity theft or fraud to the client, the Contractor, the Purchasing Entity, Participating Entity or Lead State.
- (d) Contract: The agreement, also referred to as the Contract, as of its Effective Date, between the Lead State, acting in connection with the NASPO ValuePoint cooperative contract program, and the Contractor.
- (e) Contractor: The person or entity who executes this Contract to deliver Goods and Perform under the Contract.
- (f) Contractor Parties: A Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
- (g) Day: All calendar days other than Saturdays, Sundays and days designated as national or State holidays upon which banks in Connecticut are closed.
- (h) Effective Date: The date this Contract is approved by the Lead State Office of the Attorney General, thereby becoming binding and enforceable.
- (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.

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- (l) Lead State: The State of Connecticut.
- (m) NASPO ValuePoint: the NASPO Cooperative Purchasing Organization LLC, doing business as NASPO ValuePoint, a 501(c)(3) limited liability company that is a subsidiary organization the National Association of State Procurement Officials (NASPO), the sole member of NASPO ValuePoint. NASPO ValuePoint facilitates administration of the NASPO cooperative group contracting consortium of state chief procurement officials for the benefit of state departments, institutions, agencies, and political subdivisions and other eligible entities for all states, the District of Columbia and territories of the United States. NASPO ValuePoint is identified in the Contract as the recipient of reports and may perform contract administration functions relating to collecting and receiving reports as well as other contract administration functions as assigned by the Lead State.
- (n) Participating Addendum: A bilateral agreement executed by a Contractor and a Participating Entity incorporating this Contract and any other additional Participating Entity specific language or other requirements, such as ordering procedures specific to the Participating Entity, or other terms and conditions.
- (o) Participating Entity: A state, or other legal entity, that enters into a Participating Addendum.
- (p) Participating State: A state, the District of Columbia, or one of the territories of the United States that is listed in the Proposal as intending to participate. Upon execution of the Participating Addendum, a Participating State becomes a Participating Entity; however, a Participating State listed in the Request for Proposals is not required to later participate in the Contract.
- (q) Proposal: A submittal in response to a Request for Proposals.
- (r) Purchase Order: Any purchase order, sales order, contract or other document used by a Purchasing Entity to order Goods and Services under this Contract.
- (s) Purchasing Entity: The Lead State, Participating Entity or a city, county, district or other political subdivision of the Lead State or a Participating Entity, or a nonprofit organization authorized under a Participating Addendum, who issues a Purchase Order against the Contract and becomes financially committed to the purchase.
- (t) 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.
- (u) Request for Proposals: A Lead State request inviting proposals for Goods or Services. Unless otherwise specified in a Participating Addendum, this Contract shall be governed by the statutes, regulations and procedures of the State of Connecticut.
- (v) Services: The performance of labor or work, as specified in the Request for Proposals and set forth in Exhibit A.
- (w) State: Unless expressly limited to the State of Connecticut, the state or territory of the United States of America in which the Participating Entity or Purchasing Entity is located.

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- (x) 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.
- (y) 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 Effective Date through _____. The Lead State may extend this Contract for additional terms beyond the original term, by written notice 60 days prior to Termination or expiration of the Contract, 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 Purchasing Entity receives and accepts the Goods or Services and after it receives a properly completed invoice. Unless otherwise specified in the Participating Addendum or Purchase Order, payment for all accepted Goods or Services shall be due within forty-five (45) days after acceptance of the Goods or Services, or, if Purchasing Entity is located in the Lead State, 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 Purchasing Entity for the Performance. The invoice shall include detailed information for Goods or Services, delivered and Performed, as applicable, and accepted.
 - (c) Notwithstanding any language regarding Contractor price increases herein, the Price Schedule will be adjusted to reflect any increase in the minimum wage rate that may occur during the term of this Contract as mandated by State law and in accordance with the terms of this section. Contractor shall provide documentation, in the form of certified payroll or other documentation acceptable to the State, substantiating the amount of any increase in Contractor labor costs as a result of changes to the minimum wage rate within ninety (90) days of the statutorily identified effective date of any increase in the minimum wage. Upon receipt, and verification of Contractor documentation DAS shall adjust the Price Schedule accordingly through a supplement to this Contract.
 - (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

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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.

The Contractor shall submit all requests in accordance with Section #35. Notice. A request made to any entity other than DAS 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 an entity other than DAS shall not be considered timely and shall not toll or extend the running of the thirty (30) days. The right of the Contractor to request a particular price adjustment shall lapse upon the expiration of the applicable thirty (30) days. If the Contractor fails to make a timely request, then the price shall remain unchanged from the previous year and shall continue through the next succeeding twelve (12) months and until the second annual anniversary of the Effective Date. 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. Reserved.
6. Participants; Purchase Order and Delivery. This Contract binds the Contractor to furnish and deliver to Purchasing Entities Goods and Services in accordance with Exhibit A and at the prices set forth in Exhibit B.
 - (a) Contractor may not deliver Goods or Services under this Contract until the Participating Entity and Contractor execute a mutually acceptable Participating Addendum and the Purchasing Entity has issued a Purchase Order.
 - (b) Purchasing Entities are permitted to define project-specific requirements and informally compete the requirement among Contractors on an “as needed” basis. This procedure may also be used when requirements are aggregated or other firm commitments may be made to achieve reductions in pricing. This procedure may be modified in Participating Addenda and adapted to the Participating Entity’s rules and policies.
 - (c) If multiple contracts are awarded under the Request for Proposal, the Purchasing Entity may in its sole discretion determine which Contractors should be solicited for a quote. The Purchasing Entity may select the quote that it considers most advantageous, cost and other factors considered.
 - (d) Each Purchasing Entity will identify and utilize its own appropriate purchasing procedure and documentation. Contractor shall become familiar with the Purchasing Entities’ rules, policies and procedures.
 - (e) The Contract is applicable to any Purchase Order by a Purchasing Entity, except to the extent altered, modified, supplemented or amended by a Participating Addendum applicable to the Purchasing Entity. Any alterations, modifications, supplements or amendments to the Contract must be addressed in the Participating Addendum or, with the consent of the Purchasing Entity and Contractor, may be included in the Purchase Order used by the Purchasing Entity to place the Purchase Order. Such alterations, modifications, supplements or amendments apply only the Participating Entity signing the Participating

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Addendum and the Participating Entities or Purchasing Entities ordering under said Participating Addendum.

- (f) Use of this Contracts by State agencies, political subdivisions and other Participating Entities authorized by an individual State's statutes to use State contracts are subject to the approval of the respective State's chief procurement official. Subject to applicable laws, issues of interpretation and eligibility for participation are solely within the authority of the respective State's chief procurement official.
- (g) Obligations under this Contract are limited to those Participating Entities who have signed a Participating Addendum and Purchasing Entities within the scope of those Participating Addenda. Financial obligations of Participating States are limited to the orders placed by the departments or other State agencies and institutions having available funds. Participating States incur no financial obligations on behalf of other Purchasing Entities. Contractor shall email a fully executed PDF copy of each Participating Addendum to PA@NASPOValuePoint.org to support documentation of participation and posting in appropriate data bases.
- (h) State Participating Addenda or other Participating Addenda shall not be construed to amend the terms of this Contract between the Lead State and Contractor.
- (i) Entities who are not a State may under some circumstances sign their own Participating Addendum, subject to the approval of participation by the chief procurement official of the State where the Participating Entity is located (or such other approval as may be required by law). Requesting entities shall coordinate requests for such participation through NASPO ValuePoint. Any permission to participate through execution of a Participating Addendum is not a determination that procurement authority exists in the requesting entity. Prior to executing a Participating Addendum, each entity must ensure that it has the requisite procurement authority to execute a Participating Addendum.

7. Contract Amendments.

No amendment to or modification or other alteration of the Contract shall be valid or binding upon the parties unless made in writing, signed by DAS and the Contractor 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 Lead State's rights or possible Claims.

9. Termination.

- (a) Notwithstanding any provisions in this Contract, the Purchasing Entity, through a duly authorized employee, may Terminate its Purchase Order whenever Purchasing Entity makes a written determination that such Termination is in the best interests of the Purchasing Entity. The Purchasing Entity 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 and applicable Purchase Order prior to such date. Participating Entities also may Terminate their

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Participating Addendum whenever the Participating Entity makes a written determination that such Termination is in the best interests of the Participating Entity, after notifying the Contractor in accordance with the immediately preceding sentence.

- (b) 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 Lead 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.
- (c) 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.
- (d) 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 Purchasing Entity all Records. The Records are deemed to be the property of the Purchasing Entity and the Contractor shall deliver them to the Purchasing Entity 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 Purchasing Entity 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.
- (e) Upon receipt of a written notice of Termination from DAS or the Purchasing Entity, as applicable, the Contractor shall cease operations as terminating entity directs in the notice, and take all actions that are necessary or appropriate, or that the terminating entity may reasonably direct, for the protection, and preservation of the Goods and any other property. Except for any work which the terminating entity 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.
- (f) The Purchasing Entity shall, within forty-five (45) days of the effective date of Termination, reimburse the Contractor for its Performance rendered and accepted by the Purchasing Entity 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 Purchasing Entity is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by DAS or Purchasing Entity, as applicable, the Contractor shall assign to DAS, Purchasing Entity, or any replacement contractor which DAS or Purchasing Entity designates, all subcontracts, Purchase Orders and other commitments, deliver to DAS or the Purchasing Entity all Records and other information pertaining to its Performance, and remove, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its Performance, all as the Purchasing Entity or DAS may request.

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- (g) 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.
 - (h) 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.
 - (i) 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 Lead State deems to be necessary or appropriate.

11. Breach.

- (a) 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-breaching party may Terminate the Contract by giving the breaching party no less than twenty four (24) hours' prior written notice.
- (b) If DAS believes that the Contractor has not performed according to the Contract, a Purchasing Entity of the State of Connecticut 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.
- (c) With respect to breach of any Purchase Order issued by Purchasing Entities not part of the State of Connecticut, such Purchasing Entity shall follow the procedures in paragraph 10(a) above. The Purchasing Entity may withhold payment in whole or in part pending resolution of the Performance issue, provided that the Purchasing Entity notifies the Contractor in writing prior to the date that the payment would have been due.

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

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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 or Purchasing Entity'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. 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 the Lead State, if it deems it to be necessary or appropriate in its sole discretion, to Terminate the Contract. Any Purchasing Entity may purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not Performed. The Purchasing Entity 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 Purchasing Entity invoice immediately after receiving the invoice. The Purchasing Entity, if it deems it to be in the best interest of the Purchasing Entity, 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 Purchasing Entity.

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) Contract and Purchase Order numbers shall be clearly shown on all acknowledgments, shipping labels, packing slips, invoices and on all correspondence.

(c) All Purchase Orders pursuant to this Contract must be in writing and, at a minimum, shall include:

- (1) The services or supplies being delivered;
- (2) The place and requested time of delivery;
- (3) A billing address;
- (4) The name, phone number, and address of the Purchasing Entity representative;
- (5) The price per hour or other pricing elements consistent with this Contract and the contractor's proposal;
- (6) A ceiling amount of the order for services being ordered; and
- (7) The Contract identifier.

(d) All communications concerning administration of Purchase Orders placed shall be furnished solely to the authorized purchasing agent within the Purchasing Entity's purchasing office, or to such other individual identified in writing in the Purchase Order.

(e) Purchase Orders must be placed pursuant to this Contract prior to the termination date thereof, but may have a delivery date or performance period up to 120 days past the then-

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current termination date of this Contract. Financial obligations of Purchasing Entities payable after the current applicable fiscal year are contingent upon agency funds for that purpose being appropriated, budgeted, and otherwise made available.

- (f) Notwithstanding the expiration or termination of this Contract, Contractor shall Perform in accordance with the terms of any Purchase Orders then outstanding at the time of such expiration or termination. Contractor shall not honor any Purchase Orders placed after the expiration or termination of this Contract, or otherwise inconsistent with its terms. Purchase Orders from any separate indefinite quantity, task orders, or other form of indefinite delivery order arrangement priced against this Contract may not be placed after the expiration or termination of this Contract, notwithstanding the term of any such indefinite delivery order agreement.
- (g) A Contractor making delivery without a duly issued Purchase Order in accordance with this section does so at the Contractor's own risk.

15. Indemnification.

- (a) The Contractor shall indemnify, defend and hold harmless the Lead State, NASPO ValuePoint, the Participating Entities and Purchasing Entities, and their respective officers, representatives, agents, servants, employees, successors and assigns (the "Indemnified Parties") 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. Unless stated otherwise in the applicable Participating Addendum, the Contractor shall use counsel reasonably acceptable to the relevant Indemnified Party 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 an Indemnified Party harmless from any liability arising due to the negligence of such Indemnified Party or any other person or entity acting under the direct control or supervision of that Indemnified Party.
- (c) The Contractor shall reimburse the affected Indemnified Party for any and all damages to the real or personal property of the Indemnified Party caused by the Acts of the Contractor or any Contractor Parties. The Indemnified Party 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 Indemnified Party is alleged or is found to have contributed to the Acts giving rise to the Claims.

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- (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.
- (f) This section shall survive the Termination of the Contract and shall not be limited by reason of any insurance coverage. Indemnified Parties shall be entitled to recover under any insurance policy required by this Contract even if a body of competent jurisdiction determines the Indemnified Party is contributorily negligent.
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 of Connecticut do not bar an action against the Lead 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 Purchasing Entity'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 applicable 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

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

20. Reserved.

21. Goods Inspection. The Purchasing Entity 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 Purchasing Entity 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. Emergency Standby for Goods and/or Services. If any Federal or State official, having authority to do so, declares an emergency or the occurrence of a natural disaster materially impacting the Purchasing Entity, the Purchasing Entity may request the Goods and Services on an expedited and prioritized basis. Upon receipt of such a request, the Contractor shall make all necessary and appropriate commercially reasonable efforts to reallocate its staffing and other resources in order to give primary preference to Performing this Contract ahead of or prior to fulfilling, in whole or in part, any other contractual obligations that the Contractor may have. The Contractor is not obligated to make those efforts to Perform on an expedited and prioritized basis in accordance with this paragraph if doing so will make the Contractor materially breach any other contractual obligations that the Contractor may have. Contractor shall acknowledge receipt of any request made pursuant to this paragraph within 2 hours from the time that the Contractor receives it via Purchase Order or through a request to make an expedited or prioritized purchase through the State of Connecticut Purchasing Card (MasterCard) Program (the "P-Card Program"). If the Contractor fails to acknowledge receipt within 2 hours, confirm its obligation to Perform or actually Perform, as set forth in the Purchase Order or through the P-Card Program, then Purchasing Entity may procure the Performance from another source without further notice to Contractor and without creating any right of recourse at law or in equity against the Lead State, Participating Entity or Purchasing Entity.

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

24. Force Majeure. The Lead 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.

25. Advertising. The Contractor shall not refer to sales under the Contract for advertising or promotional purposes, including, but not limited to, posting any material or data on the Internet, without DAS's prior written approval. This limitation does not preclude

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publication about the award of the Contract and marketing activities consistent with any proposed and accepted marketing plan. The Contractor shall not make any representations of the Lead State's or NASPO ValuePoint's opinion or position as to the quality or effectiveness of the services that are the subject of this Contract without prior written consent.

26. 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.
27. Representations and Warranties. The Contractor, represents and warrants to the Lead State 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 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 Lead State under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the Lead State's Codes of Ethics and (2) Title 4a concerning Lead 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 any 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

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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;
- (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 Lead 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

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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 Purchasing Entity upon complete installation, testing and acceptance of the Goods or Services and payment by the Purchasing Entity;
- (v) if either party Terminates the Contract, for any reason, they shall relinquish to the Purchasing Entity all Title to the Goods delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by the Purchasing Entity;
- (w) with regard to third party products provided with the Goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license;
- (x) they shall not copyright, register, distribute or claim any rights in or to the Goods after the Effective Date of the Contract without DAS's prior written consent;
- (y) they either own or have the authority to use all Title of and to the Goods, and that such Title is not the subject of any encumbrances, liens or claims of ownership by any third party;
- (z) the Goods do not infringe or misappropriate any patent, trade secret or other intellectual property right of a third party;
- (aa) the Purchasing Entity'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 Purchasing Entity 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 Purchasing Entity, or afford the Purchasing Entity the full benefits of any manufacturer's warranty for the Goods, to the extent that such warranties are assignable or otherwise transferable to the Purchasing Entity.

28. Reserved.

29. 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.

30. 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.

Except to the extent modified by a Participating Addendum, each Purchasing Entity shall follow the terms and conditions of the Contract and applicable Participating Addendum and

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will have the same rights and responsibilities for their purchases as the Lead State has in the Contract, including but not limited to, any indemnity or right to recover any costs as such right is defined in the Contract and applicable Participating Addendum for their purchases. Each Purchasing Entity will be responsible for its own charges, fees, and liabilities. The Contractor will apply the charges and invoice each Purchasing Entity individually

31. 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.
32. 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. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 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 Lead State shall provide a copy of these orders to the Contractor.
33. 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;
 - (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;

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(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.

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 Lead 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, Lead 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, intellectual disability, 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

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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, intellectual disability, 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 Lead 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 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.

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- (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 Lead 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 Lead State and the Lead 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 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 Lead State and such provisions shall be binding on a subcontractor, vendor or

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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 Lead State and the Lead State may so enter.

34. 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
 - (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 Lead State's contracting authority, such information as the Lead State may require to ensure, in the Lead State's sole

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determination, compliance with the provisions of Chapter 219 of the Connecticut General Statutes, including, but not limited to, §12-411b.

35. 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 Lead 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.

36. 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:

If to the Contractor:

COMPANY NAME:
NAME:
ADDRESS Line 1:
ADDRESS Line 2:
City, State and Zip:
Attention: Company:
Signatory Name:
Title:

37. Insurance. Unless otherwise agreed in a Participating Addendum, 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 Lead State, Participating Entities or Purchasing Entities and the described Contractor's insurance shall be primary coverage. Any failure to

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comply with the claim reporting provisions of the policy shall not affect coverage provided to the Lead State, Participating Entities or Purchasing Entities.

- (a) Unless otherwise agreed in a Participating Addendum, Contractor shall, during the term of this Contract, maintain in full force and effect, the insurance described in this section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in each Participating Entity's state and having a rating of A-, Class VII or better, in the most recently published edition of Best's Reports. Failure to buy and maintain the required insurance may result in this Contract's termination or, at a Participating Entity's option, result in termination of its Participating Addendum
- (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) Contractor must comply with the workers compensation and employers liability insurance requirements of the state in which the applicable Participating Entity and Purchasing Entity is located. For the Lead State, Contractor must provide Workers' Compensation and Employers Liability as follows: 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) Contractor shall pay premiums on all insurance policies. Such policies shall also reference this Contract and shall have a condition that they not be revoked by the insurer until thirty (30) calendar days after notice of intended revocation thereof shall have been given to Purchasing Entity and Participating Entity by the Contractor
- (f) Umbrella Liability: Excess/umbrella liability insurance may be included to meet minimum requirements. Umbrella coverage must indicate the existing underlying insurance coverage.
- (g) Claims Made: Not acceptable with the exception of Professional Liability when specified.
- (h) Prior to commencement of performance, Contractor shall provide to the Lead State a written endorsement to the Contractor's general liability insurance policy or other documentary evidence acceptable to the Lead State that (1) names the Participating States identified in the Request for Proposal as additional insureds, (2) provides for written notice of cancellation to be delivered in accordance with the policy provisions, and (3) provides that the Contractor's liability insurance policy shall be primary, with any liability insurance of any Participating State as secondary and noncontributory. Unless otherwise agreed in any Participating Addendum, a state Participating Entity's rights and Contractor's obligations are the same as those specified in the first sentence of this subsection except the endorsement is provided to the applicable state.

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- (i) Contractor shall furnish to the Lead State copies of certificates of all required insurance within thirty (30) calendar days of the execution of this Contract, the execution of a Participating Addendum, or the Purchase Order's effective date and prior to performing any work. Copies of renewal certificates of all required insurance shall be furnished within thirty (30) days after any renewal date. Failure to provide evidence of coverage may, at sole option of the Lead State, or any Participating Entity, result in this Contract's termination or the termination of any Participating Addendum.
- (j) Contractor shall provide an annual electronic update of the insurance documents required in this section to the Lead State, through an electronic format reasonably acceptable to the Lead State, on or before each anniversary of the Effective Date during the Term.
- (k) Coverage and limits shall not limit Contractor's liability and obligations under this Contract, any Participating Addendum, or any Purchase Order.

38. 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.

39. 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.

40. 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."

41. 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.

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42. 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.
43. Audit and Inspection of Plants, Places of Business and Records.
- (a) The Lead State and its agents, including, but not limited to, the Connecticut Auditors of Public Accounts, Attorney General and Lead State's Attorney and their respective agents, may, at reasonable hours, 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 Lead State and its agents.
 - (c) The Lead 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 Lead State suspects fraud or other abuse, or in the event of an emergency, the Lead State is not obligated to provide any prior notice.
 - (d) The Contractor will pay for all costs and expenses of any audit or inspection which reveals information that, in the sole determination of the State, is sufficient to constitute a breach by the Contractor under this Contract. The Contractor will remit full payment to the State for such audit or inspection no later than 30 days after receiving an invoice from the State. If the State does not receive payment within such time, the State may setoff the amount from any moneys which the State would otherwise be obligated to pay the Contractor in accordance with this Contract's Setoff provision.
 - (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 Lead 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 Lead State and its agents in connection with an audit or inspection. Following any audit or inspection, the Lead 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.
44. Background Checks. The Lead 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 Lead State document as governs procedures for background checks. The Contractor

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and Contractor Parties shall cooperate fully as necessary or reasonably requested with the Lead State and its agents in connection with such background checks.

45. 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.
46. 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, Purchasing Entity 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.
47. 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 Purchasing Entity's property or to property being made ready for the Purchasing Entity's use, and to all property adjacent to any work site. The Contractor shall promptly report any damage, regardless of cause, to the Purchasing Entity.
48. 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.
49. Confidential Information. The Lead State, Participating Entities and Purchasing Entities will afford due regard to the Contractor's request for the protection of proprietary or confidential information which the Lead State, Participating Entity or Purchasing Entity receives. However, all materials associated with the Proposal and the Contract are subject to the terms of the Connecticut, and, if applicable, Participating Entity's Open Records or 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

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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, the entity receiving the FOIA request will endeavor to keep said information confidential to the extent permitted by applicable law. Lead State, Participating Entities and Purchasing Entities, however, have 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 the Lead State, Participating Entities or Purchasing Entities have any liability for the disclosure of any documents or information in their possession which they believe are required to be disclosed pursuant to the applicable FOIA or other requirements of law.

50. 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 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.

51. 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 Lead State, treat any such event as a breach, default or failure to Perform under any or all other Participating Addenda, Purchase Orders, agreements or arrangements (“Other Agreements”) that the Contractor or Contractor Parties have under this Contract. 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, then DAS may, in its sole discretion, without more and without any action whatsoever required of the Lead State, treat any such event as a breach, default or failure to Perform under the Contract. Accordingly, the Lead 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 Lead State, as if the Contractor or Contractor Parties had suffered a breach, default or failure to Perform under the Contract.

52. 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

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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.

53. Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of Lead State ethics laws developed by the Lead 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.

54. 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 Lead State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the Lead 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.

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

56. Certification as Small Contractor or Minority Business Enterprise.
This paragraph was intentionally left blank.

57. Campaign Contribution Restriction. For all Lead 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 Lead State Elections Enforcement Commission's notice advising Lead State contractors of Lead 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.

58. Health Insurance Portability and Accountability Act.

This paragraph was intentionally left blank.

59. Protection of Confidential Information.

(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.

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- (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 Lead State law and written policy of DAS or Lead 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, Purchasing Entity 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 Purchasing Entity 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 Lead 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 for the credit monitoring and protection plan shall not be recoverable from DAS, the Purchasing Entity or any State of Connecticut entity or any affected individuals.

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(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.

60. Audit Requirements for Recipients of State Financial Assistance.

This paragraph was intentionally left blank.

61. NASPO ValuePoint Terms.

(a) NASPO ValuePoint is not a party to the Contract. However, the Lead State reserves the right in its sole discretion to assign contract administration functions, such as report receipt and coordination of vendor performance reviews, to NASPO ValuePoint.

(b) NASPO ValuePoint Cooperative Program Marketing and Performance Review.

(1) Contractor agrees to work cooperatively with NASPO ValuePoint personnel. Contractor agrees to present plans to NASPO ValuePoint for the education of Contractor's contract administrator(s) and sales/marketing workforce regarding the Contract, including the competitive nature of NASPO ValuePoint procurements, the participating addendum process, and the manner in which qualifying entities can participate in the Contract.

(2) Contractor agrees to participate in an annual contract performance review at a location selected by the Lead State and NASPO ValuePoint, which may include a discussion of marketing action plans, target strategies, marketing materials, as well as Contractor reporting and timeliness of payment of administration fees.

(c) Administrative Fees

(1) The Contractor shall pay to NASPO ValuePoint, or its assignee, an administrative fee ("NASPO ValuePoint Administrative Fee") of one-quarter of one percent (0.25% or 0.0025) of all sales of Goods and Services in each quarter no later than sixty (60) days following the end of each calendar quarter.

(2) The NASPO ValuePoint Administrative Fee must be submitted quarterly and is based on all sales of products and services under the Contract (less any charges for taxes or shipping).

(3) The NASPO ValuePoint Administrative Fee is not negotiable.

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- (4) Some States may require an additional fee be paid directly to the state only on purchases made by Purchasing Entities within that state.
- i. For all such requests, the fee level, payment method and schedule for such reports and payments must be incorporated into the Participating Addendum that is made a part of the Contract.
 - ii. The Contractor may adjust the Contract pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of such States.
 - iii. Such agreements will not affect the NASPO ValuePoint Administrative Fee percentage or the prices paid by Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
 - iv. The NASPO ValuePoint Administrative Fee will be based on the gross amount of all sales (less any charges for taxes or shipping) at the adjusted prices, if any, in Participating Addenda.

(d) Summary and Detailed Usage Reports. Contractor shall provide the following NASPO ValuePoint reports. Additional reports may be required as identified by the Participating Entity in its Participating Addendum.

- (1) Summary Sales Data: The Contractor shall submit quarterly sales reports directly to NASPO ValuePoint using the NASPO ValuePoint Quarterly Sales/Administrative Fee Reporting Tool found at <http://www.naspo.org/WNCPO/Calculator.aspx>. Any and all sales made under this Contract shall be reported as cumulative totals by state. Even if Contractor experiences zero sales during a calendar quarter, a report is still required. Reports shall be due no later than thirty (30) days following the end of the calendar quarter (as specified in the reporting tool).
- (2) Detailed Sales Data: Contractor shall also report detailed sales data by: (1) state; (2) entity/customer type, e.g. local government, higher education, K12, non-profit; (3) Purchasing Entity name; (4) Purchasing Entity bill-to and ship-to locations; (4) Purchasing Entity and Contractor Purchase Order identifier/number(s); (5) Purchase Order Type (e.g. sales order, credit, return, upgrade, determined by industry practices); (6) Purchase Order date; (7) Ship Date; (8) and line item description, including product number if used. Reports are due on a quarterly basis and must be received by the Lead State and NASPO ValuePoint Cooperative Development Team no later than thirty (30) days after the end of the calendar quarter. Reports shall be delivered to the Lead State and to the NASPO ValuePoint Cooperative Development Team electronically through a designated portal, email, CD-Rom, flash drive or other method as determined by the Lead State and NASPO ValuePoint. Detailed sales data reports shall include sales information for all sales under Participating Addenda

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executed under this Contract. The format for the detailed sales data report is in shown in Exhibit D- NASPO ValuePoint Detailed-Sales Reporting.

- (3) Reportable sales for the summary sales data report and detailed sales data report includes sales to employees for personal use where authorized by the Participating Addendum. Report data for employees should be limited to ONLY the state and entity they are participating under the authority of (state and agency, city, county, school district, etc.) and the amount of sales. No personal identification numbers, e.g. names, addresses, social security numbers or any other numerical identifier, may be submitted with any report.
 - (4) Contractor shall provide the NASPO ValuePoint Cooperative Development Coordinator with an executive summary each quarter that includes, at a minimum, a list of states with an active Participating Addendum, states that Contractor is in negotiations with and any Participating Addendum roll out or implementation activities and issues. NASPO ValuePoint cooperative development coordinator and Contractor will determine the format and content of the executive summary. The executive summary is due thirty (30) days after the conclusion of each calendar quarter.
 - (5) Timely submission of these reports is a material requirement of the Contract. The recipient of the reports shall have exclusive ownership of the media containing the reports. The Lead State and NASPO ValuePoint shall have a perpetual, irrevocable, non-exclusive, royalty free, transferable right to display, modify, copy, and otherwise use reports, data and information provided under this section.
- (e) NASPO ValuePoint eMarket Center.
- (1) In July 2011, NASPO ValuePoint entered into a multi-year agreement with SciQuest, Inc. whereby SciQuest will provide certain electronic catalog hosting and management services to enable eligible NASPO ValuePoint's customers to access a central online website to view and/or shop for the goods and services available from existing NASPO ValuePoint Cooperative Contracts. The central online website is referred to as the NASPO ValuePoint eMarket Center.
 - (2) The Contractor will be included in the eMarket Center database through inclusion of "Ordering Instructions". Ordering Instructions are a brief summary that provide customers information regarding the Contractor's website and ordering information and will be available at no cost to the Contractor. The Contractor is required, at a minimum, to participate in the eMarket Center by facilitating the inclusion of Ordering Instructions in the eMarket Center and permitting Purchasing Entities to order through the eMarket Center in accordance with the Ordering Instructions.

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(3) The Contractor agrees to the following timeline with respect to the creation of its Ordering Instructions: NASPO ValuePoint eMarket Center site administrator shall provide a written request to the Contractor to begin the process of compiling the Ordering Instructions. The Contractor shall have thirty (30) days from receipt of written request to work with NASPO ValuePoint to provide any unique information and instructions that the Contractor would like to be included in its Ordering Instructions.

(4) The eMarketCenter has the capability to host a catalog or integrate with a punchout site. While not required for this Contract, if Contractor later desires to explore the functionality, it may contact NASPO ValuePoint for the system requirements and implementation terms and conditions.

(f) Records Administration and Audit by Purchasing Entities Outside Connecticut.

(1) The Contractor shall maintain books, records, documents, and other evidence pertaining to this Contract and Purchase Orders placed by Purchasing Entities under it to the extent and in such detail as shall adequately reflect performance and administration of payments and fees. Contractor shall permit a Participating Entity, a Purchasing Entity, the federal government (including its grant awarding entities and the U.S. Comptroller General), and any other duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to Purchase Orders placed by a Purchasing Entity under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. This right shall survive for a period of five (5) years following termination of this Contract or final payment for any order placed by a Purchasing Entity against this Contract, whichever is later, or such longer period as is required by the Purchasing Entity's state statutes, to assure compliance with the terms hereof or to evaluate performance hereunder.

(2) Without limiting any other remedy available to any governmental entity, the Contractor shall reimburse the applicable Participating Entity or Purchasing Entity for any overpayments inconsistent with the terms of the Contract or Purchase Orders or underpayment of fees found as a result of the examination of the Contractor's records.

(g) Governing Law for Orders by Purchasing Entities Outside Connecticut.

(1) The construction and effect of the terms of any Participating Addendum or Purchase Order against the Contract shall be governed by and construed in accordance with the laws of the Participating Entity's or Purchasing Entity's State.

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(2) Venue for any claim, dispute, or action concerning the any Purchase Order placed against the Contract or the effect of a Participating Addendum shall be in the Purchasing Entity's State.

62. Federal Funds. Pursuant to Appendix II to 2 Code of Federal Regulations (CFR) Part 200, Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, Purchase Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Purchase Order is placed or upon delivery. These federal requirements may be proposed by Participating Entities in Participating Addenda and Purchasing Entities for incorporation in Purchase Orders placed under this Contract.

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:

Title: _____

Title:

Date: _____

Date: _____

EXHIBIT A

DESCRIPTION OF GOODS & SERVICES AND ADDITIONAL TERMS & CONDITIONS

This document will be completed when the contract has been awarded.

ATTACHMENT 2: LEAD STATE TERMS AND CONDITIONS

1. Motor Carrier Safety Review

If the Performance requires the use and operation of any commercial motor vehicle, as defined in section 14-1 of the Connecticut General Statutes, prior to issuing a Participating addendum each Contractor will be the subject of a Safety Fitness Review ("SFR") conducted by the Connecticut Department of Motor Vehicles ("CTDMV").

DAS may not issue a Participating addendum to Contractors who SFR results in a rating that exceeds the acceptable out of service rating as set forth

at <http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>.

Further information concerning the SFR may be obtained from CTDMV

at: <http://www.ct.gov/dmv/cwp/view.asp?a=804&q=512530&dmvPNavCtr=|#55445>

2. Orders:

Any order placed by a Participating Entity through the Contract will be deemed to be a sale under (and governed by the prices and other terms and conditions) the Contract.

All purchase orders must contain the Contract No. 16PSX0094.

3. Participating State Modifications or Additions to Master Agreement

The parties agree that the following provisions of this Participating Addendum shall apply to any action, purchase or purchase order issued by the State of Connecticut or any of its participating entities.

Definitions.

The following definitions apply to this Participating Addendum:

- (a) Contract: Master Agreement and this Participating Addendum
- (b) Contractor: A person or entity who executes the Contract.
- (c) 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.
- (d) DAS: Department of Administrative Services.
- (e) Department: Any and all departments, commissions, boards, bureaus, agencies, institutions, public authorities, offices, councils, associations, instrumentalities, entities or political subdivisions of the State that issue duly authorized purchase orders against the Contract.

P-Card (Purchasing MasterCard Credit Card)

ATTACHMENT 2: LEAD STATE TERMS AND CONDITIONS

Notwithstanding the provisions of Section 4(b)(2) of the Contract, purchases may 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 by the Client Agency using the MasterCard. The Contractor shall be responsible for the credit card user-handling fee associated with MasterCard purchases. The Contractor shall charge to the MasterCard only upon acceptance of Goods delivered to the Client Agency or the rendering of Services.

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

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

Contract Separately/Additional Savings Opportunities

DAS reserves the right to either seek additional discounts from the Contractor or to contract separately for a single purchase, if in the judgment of the Lead State, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the prices set forth in Exhibit B, whether or not such a savings actually occurs.

Mandatory Extension to State Entities.

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

Security and/or Property Entrance Policies and Procedures

Contractor shall adhere to established security and/or property entrance policies and procedures for each Participating Entity. It is the responsibility of each Contractor to understand and adhere to those policies and procedures prior to any attempt to enter any Purchasing Entity premises for the purpose of carrying out the scope of work described in this Contract.

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

ATTACHMENT 2: LEAD STATE TERMS AND CONDITIONS

or in such higher amounts as have been specified by ConnDMV as a condition for the award of the Contract, or in accordance with all substantially similar provisions imposed by the law of the jurisdiction where the motor vehicle is registered.

- (c) Each Contractor Party who uses or operates a motor vehicle at any time in the Performance of the Contract shall have and maintain a motor vehicle operator's license or commercial driver's license of the appropriate class for the motor vehicle being used or operated. Each such license shall bear the endorsement or endorsements required by the provisions of Section 14-36a of the Connecticut General Statutes, as amended, to operate such motor vehicle, or required by substantially similar provisions imposed by the law of another jurisdiction in which the operator is licensed to operate such motor vehicle. The license shall be in valid status, and shall not be expired, suspended or revoked by ConnDMV or such other jurisdiction for any reason or cause.
- (d) Each motor vehicle shall be in full compliance with all of the terms and conditions of all provisions of the Connecticut General Statutes and regulations, or those of the jurisdiction where the motor vehicle is registered, pertaining to the mechanical condition, equipment, marking and operation of motor vehicles of such type, class and weight, including, but not limited to, requirements for intrastate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 18,001 pounds or more or interstate carriers with motor vehicles having a gross vehicle weight rating or gross combination weight rating or gross vehicle weight or gross combination weight of 10,001 pounds or more 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. If the Contractor is a "motor carrier," as that term is defined in section 49 CFR Part 390, and the Contractor is subject to an order issued by the Federal Motor Carrier Safety Administration that prohibits such Contractor from operating or allowing the operation of a motor vehicle, then the Contractor shall comply fully with such order. In addition, if a motor vehicle or its operator is declared out of service pursuant to Conn. Gen. Stat. § 14-163c(d)(4), then the Contractor shall not operate or allow the operation of that motor vehicle and shall not allow the operator to operate a motor vehicle while the respective subject out-of-service order is in effect.

Electronic Payment.

The State shall make all payments to the Contractor through electronic funds transfer via the Automated Clearing House ("ACH"). Contractor shall enroll in ACH through the Office of the State Comptroller prior to sending any invoice to the State. The Contractor may obtain detailed information regarding ACH at: [HTTP://WWW.OSC.CT.GOV/VENDOR/DIRECTDEPOSIT.HTML](http://www.osc.ct.gov/vendor/directdeposit.html).

ATTACHMENT 2: LEAD STATE TERMS AND CONDITIONS

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Connecticut Dept. of Administrative Services Procurement Services	Contractor:
By: (Original Signature on Document in Procurement Files)	By: (Original Signature on Document in Procurement Files)
Name: Lynn Peccerillo-Hills	Name:
Title: Contract Specialist	Title:
Date:	Date:



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §9-612(G)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil Penalties – Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

“State contractor” means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. “State contractor” does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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