



Dear Interested Party:

Date: December 20, 2024

## **REQUEST FOR PROPOSALS FOR ELEVATOR MODERNIZATION**

The Connecticut Housing Finance Authority (“CHFA”) requests written proposals from qualified State of Connecticut licensed elevator contractors or firms (collectively, “Bidder” or “Bidders” as the context hereinafter may require) for the modernization of CHFA’s elevators at 999 West Street, Rocky Hill, Connecticut. CHFA will not reimburse for any expenses incurred in connection with this Request for Proposals (“RFP”) including, but not limited to, the cost of site visit attendance, preparing the initial response and any additional information requested or travel expenses relating to any oral presentation. Please be advised that responses will be considered property of CHFA, are matters of public record, and may be disclosed by CHFA after the awarding of a contract.

**A SITE VISIT WILL BE HELD ON TUESDAY, JANUARY 7, 2025, at 10:00 A.M. AT CHFA’S OFFICES AT 999 WEST STREET, ROCKY HILL, CT 06067.** Companies should familiarize themselves with the equipment configuration and general layout of the area of work prior to submitting a response. Please email Shelly Mondo at [shelly.mondo@chfa](mailto:shelly.mondo@chfa) no later than Friday, January 3, 2025, to indicate that you will be attending.

For additional information about CHFA, please reference CHFA’s website at [www.chfa.org](http://www.chfa.org).

### **SCOPE OF SERVICES**

CHFA currently has two hydraulic elevators installed by Baystate Elevator company in 1985, previously an authorized agent for Dover Elevator Company. The control system, underground jack and piping, door equipment and car and hall fixtures and wiring are original Dover 1985 OEM equipment. The Dover OEM Roto-flow hydraulic power units were replaced in 2018 with third-party supplied MEI power units with Siemens solid state start units.

CHFA is requesting proposals from qualified State of Connecticut licensed elevator contractors to modernize CHFA’s traditional hydraulic elevators. A recent study of the existing elevator shafts shows insufficient space to accept a non-hydraulic traction elevator modernization. More specifically, CHFA requests the following:

Modernization of Two (2) passenger elevators, cars 1-2 including, but not limited

to, the following new systems and components:

- a. Hydraulic Power Units
- b. Hydraulic Jack Assemblies
- c. Operational Controls
- d. Group Dispatching Systems
- e. Door Operating Equipment
- f. Signal Fixtures
- g. Car Interior Finishes

Please see **Addendum A** for more information about the scope of services requested.

### **EVALUATION CRITERIA**

Firms will be evaluated on the basis of their written responses to this RFP, additional written information as requested by CHFA, in person and/or virtual interviews, if any, including, but not limited to, the following criteria:

- Qualifications, relevant experience, and licensing
- Thoroughness of system evaluation
- Approach and recommendation for project
- Cost of required work, interim maintenance and preventative maintenance
- Completion schedule
- Warranty
- Commitment to Affirmative Action and/or Diversity, Equity, and Inclusion
- Qualifications, relevant experience, and licensing

CHFA may select multiple firms for the services described herein. No selected firm is guaranteed or ensured any number of contracts or proportion of business.

### **REQUESTED INFORMATION**

All firms must address the following issues and questions:

1. Provide a brief description of your company's experience with similar size projects and available capacity of key staff required to perform the work.
2. Provide copies of State of Connecticut licenses for professionals who will be available to CHFA.
3. Provide a description of the recommended approach/methodology for the modernization of CHFA's elevators.

4. Provide total costs for the project. All fees should include labor, materials and equipment, tools, construction equipment and machinery, permits, fees, licenses, taxes, and any other fees required to complete the services herein. Also provide fees for interim and preventative maintenance during the period from full execution of a contract until all required work is completed and preventative maintenance for one year following project completion.
5. Provide anticipated timeframe for the project. Timeline should factor in the availability of parts and equipment. The project is time sensitive and only those Bidders who represent that they are able to immediately commence work should apply.
6. Provide any anticipated subcontracting including what type of work and the company or companies to be subcontracted. Any subcontracting is subject to CHFA review and written approval; and any subcontracted company utilized by the selected company is subject to all requirements of this RFP and any awarded contract.
7. Describe your presence in Connecticut, if any, including corporate existence in Connecticut, whether formed in Connecticut or authorized to do business in the state. This may include, but not be limited to, information on the number of offices your firm maintains in Connecticut, the location of such offices, the number of Connecticut residents employed in those offices, and payroll and corporate taxes paid in Connecticut. If your firm currently is not registered with the Connecticut Secretary of State, please indicate whether your firm will register if your firm is awarded this contract.
8. Include any participation by your firm in any civic or other non-profit activities, including any charitable contributions that your firm made in Connecticut.
9. Provide, in tabular form, information on the employee composition of your firm indicating the total number of employees and the total number and percentages of minorities and women employed and their titles.
10. Submit specific information regarding your firm's commitment to Affirmative Action and/or Diversity, Equity and Inclusion. Please include, at a minimum, policies and practices, including but not limited to hiring practices, and any information that would demonstrate your firm's commitment to expanding diversity in the workplace, including recruiting initiatives, retention and promotion efforts and ongoing assessment of your firm's progress with respect to underrepresented groups (e.g., in terms of ethnicity, gender, sexual orientation, disability, etc). Please include your firm's most recent EEO-1 report if required to file.
11. Describe your firm's commitment to diversity, education and training of the next generation of workers in your profession. Please include:
  - a. A brief description of any internship programs your firm offers and the applicable percentage of the internships for the underrepresented groups.
  - b. A brief description of any scholarships your firm provides to students and the applicable percentage of the underrepresented recipients.

12. Does your firm have a written policy, program or initiatives to foster business relationships with the underrepresented groups? If so, please provide details of the program and the percentage of business conducted with those groups.
13. Describe any and all material lawsuits, legal or administrative proceedings or governmental investigations, criminal actions or law enforcement activities (including those by federal, state or local authorities, or self-regulatory organizations) or non-routine inquiries or investigations relating to you, your firm, or any of your affiliates, including any proceedings to which you, your firm, your affiliates or any of their respective officers, directors or employees are a named party or of which any of such has been the focus, that have occurred in the last three (3) years or that are currently threatened, including whether you, your firm, or any of your affiliates, or their respective officers, directors or employees have been censured by any regulatory body. Describe any such circumstances and advise whether these investigations or proceedings will affect you or your firm's ability to complete the proposed transaction and perform the services in this RFP.
14. Describe whether you foresee any potential conflicts of interest arising from providing these services to CHFA. If so, describe how your firm would address potential conflicts of interest.
15. Has your firm ever been removed from an account prior to the expiration of its contract (i.e., been fired)? If so, please explain. If you wish, list the name of a third party with whom the Authority could discuss this termination.
16. Describe your firm's knowledge of and past experience with CHFA.
17. Please provide as references, a minimum of three clients for whom your firm has performed similar and substantial services. Please include the name of the person to contact, his or her phone number and email address. Please include as references any other State of Connecticut agencies or departments that have engaged your firm to perform services.
18. Selected persons or firms must comply with CHFA and State Ethics requirements, laws and regulations. Persons or firms seeking to do business with CHFA are required to comply with the ethics statement, attached hereto on **Exhibit C**, and the applicable provisions of the Code of Ethics and Code of Ethics for Lobbyists incorporated therein by reference.
19. An authorized signatory of any firm submitting qualifications or proposals is required to execute and submit with the proposals, qualifications and with any agreement or contract awarded in accordance herewith all applicable representations and certifications set forth on **Exhibit A**, attached hereto and made a part hereof, regarding:
  - *Gift and Campaign Contributions; Connecticut General Statutes §4-252*
  - *Entities Making Investments in Iran; Connecticut General Statutes §4-252a*

- *Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a*
- *Consulting Agreements; Connecticut General Statutes §4a-81*
- *Campaign Financing Contributions; Connecticut General Statutes §9-612*
- *Occupational Safety & Health; Connecticut General Statutes §31-57b*
- *Contractual Representations Concerning State Ethics Laws; Connecticut General Statutes §1-101qq, as amended by Public Act 21-76*
- *State Contractors Guide to the Code of Ethics*

All of the above are attached and incorporated herein on **Exhibit C**.

20. What is the most important question that we haven't asked you? Why should CHFA hire your firm instead of another firm?

### **FREEDOM OF INFORMATION ACT**

Please be advised that all information submitted in a proposal or in response to a request for additional information is subject to disclosure under the Connecticut Freedom of Information Act, as amended and judicially interpreted. If a firm believes that its proposal or response contains financial, trade secrets or other data that it claims should not be public (“Confidential Information”), the firm must identify specifically the pages and portions of its proposal or additional information that contain the claimed Confidential Information by visibly marking all such pages and portions. An entire proposal or response marked Confidential Information will not be accepted. If CHFA receives a request for an applicant’s Confidential Information, it will use its best efforts to notify the firm of such request and provide the applicant with a copy of any written disclosure request, *provided*, CHFA will not be liable to the firm or any other party for any failure to act as described herein. The firm may provide written consent to the disclosure or may object to the disclosure by notifying CHFA in writing, identifying in the notice the basis for its objection, including the appropriate statutory exemption(s) from disclosure. The firm shall be responsible for defending any complaint brought in connection with the nondisclosure, including, but not limited to, appearing before the Freedom of Information Commission, providing witnesses and documents as appropriate, and for payment of CHFA’s costs and expenses, including attorney fees.

## SUBMISSION OF PROPOSALS

The following requirements must be observed in the preparation and submission of a proposal:

1. All inquiries should be directed to Shelly Mondo at [RFP.RFQ@chfa.org](mailto:RFP.RFQ@chfa.org) no later than 4:00 p.m. on **Tuesday, January 21, 2025**. Firms submitting a proposal should not contact members of the CHFA's Board of Directors or CHFA staff, which may be grounds for elimination from consideration.
2. The entire proposal must not exceed 20 single-sided pages, exclusive of cover letter and exhibits.
3. Submissions must be sent electronically (not to exceed 25 MB) to [RFP.RFQ@chfa.org](mailto:RFP.RFQ@chfa.org) no later than **12:00 p.m. on February 11, 2025**. *Faxed responses will not be considered.*
4. Proposals/Responses must include a cover letter signed by an individual authorized to enter into an agreement with CHFA on behalf of the firm which shall specify that the firm is responding to the RFP/Q for Elevator Modernization. Please also remember to include completed **Exhibit A (Representations and Certifications) and Exhibit B (OPM Form 1 and SEEC Form 10)**.
5. Selected firms must comply with all state and federal laws applicable to CHFA including, but not limited to, ethics requirements, laws, procedures and regulations and must execute CHFA statutory provisions, certifications and affidavits attached hereto.

CHFA reserves the right to:

- a. Reject any and all proposals received in response to this request;
- b. Modify the proposed Scope of Services at its discretion;
- c. Negotiate the fees contained in any proposal;
- d. Waive or modify any irregularities in proposals received;
- e. Award contracts in any manner necessary to serve the best interest of CHFA and the State of Connecticut, without obligation to accept a proposal based upon the lowest fee schedule; and
- f. Request additional information as determined necessary or request some or all firms responding to make oral presentations.

The Selected Contractor will execute a contract satisfactory to CHFA and will agree that it will comply with the provisions of Connecticut General Statutes applicable to contracts with CHFA including, but not limited to, nondiscrimination and affirmative action provisions. The Selected Contractor will also be required to provide evidence of the firm's general liability, auto, workers' compensation, umbrella and professional liability insurance in the amounts listed on

**Exhibit C.** Failure to comply with the requirements of this RFP may result in CHFA's rejection of a proposal.

Thank you for your interest in the Connecticut Housing Finance Authority.

*The Connecticut Housing Finance Authority is  
an Affirmative Action/Equal Opportunity Employer.*

## Attachments

**Addendum A:**            Scope of Services

**Exhibit A:**                Representations and Certifications

**Exhibit B:**                OPM Form 1 and SEEC Form 10

**Exhibit C:**

- Insurance Requirements
- CHFA Ethics Statement
- State Contractors Guide to the Code of Ethics
- C.G.S. §4-61dd
- C.G.S. §4-252
- C.G.G. §4-252a
- C.G.S. §4a-60 & §4a-60a
- C.G.S. §4a-81
- C.G.S. §9-612(f)(2)(A) & (B)
- C.G.S. §31-57b
- C.G.S §1-101qq



SECTION 00 02 00 – REQUEST FOR QUOTATION

**PART 1 – GENERAL**

1.1 PROJECT: ELEVATOR MODERNIZATION

- A. Two (2) hydraulic passenger elevators, Cars 1-2 and related work.
- B. Quotation shall include:
  - 1. All engineering, labor, materials, transportation, services, and equipment necessary and reasonably incidental to perform work required by Contract Documents.
  - 2. Interim preventive maintenance.
  - 3. Warranty preventive maintenance.
  - 4. Continuing preventive maintenance after final completion of work.

1.2 CONTRACT DOCUMENTS

- A. One set of electronic contract documents is provided for your use.
- B. Do not contact building personnel or CHFA, except for requirement of item 1.2 C.
- C. Permission to review existing equipment and site conditions shall be secured.

1.3 KEY QUOTATION PROCESS DATES

- A. Pre-Bid Meeting:
  - 1. None
- B. Building Walkthrough:
  - 1. Date: Tuesday, January 7<sup>th</sup> 2025 at 10:00am.
- C. Written Questions and RFI's:
  - 1. Due Date: Tuesday, January 21<sup>st</sup>, 2025 at 5:00pm.

1.4 ELECTRONIC QUOTATION

- A. Email quotations will be received until 12:00 pm prevailing local time on Tuesday, February 11<sup>th</sup>, 2025 identified as follows:

*Email to:* RFP.RFQ@chfa.org

*Email Subject Line:* 999 West Street Rocky Hill CT ELEVATOR MODERNIZATION

*Attached Document File Names Must Include:* 999 West Street 0100052965

*All Document Cover Pages Must Include:*

ELEVATOR MODERNIZATION  
999 West Street  
Rocky Hill CT

CONFIDENTIAL QUOTATION

## Attention:

Shelly A. Mondo

Contracts and Procurement Officer

Connecticut Housing Finance Authority

999 West Street

Rocky Hill, CT 06067

Phone: 860-571-4285

RFP.RFQ@chfa.org

- B. Quotations shall be subject to all requirements of Contract Documents, site conditions, General Conditions, Supplementary and Special Conditions and any other documents issued in connection with project. All blank spaces and questions on the quotation form must be completed and/or responded to. Failure to comply will constitute a non-responsive submittal.
- C. If Contractor desires to furnish items different from specified, Contractor shall submit substitution as an alternate quotation. Contractor shall supply Consultant with information in regard to proposed substitution of components or materials. Consultant shall decide whether the Contractor's substitution is equivalent to that specified. Deviation from requirements of Contract Documents shall be stated, in writing, in Contractor's transmittal letter submitted with quotation.

### 1.5 NOTICE OF INTENT TO SUBMIT A QUOTATION

- A. CHFA is seeking quotations from Contractors. Contractors who elect not to provide a quotation after having reviewed Contract Documents and site conditions shall notify Consultant no later than ten working days prior to quotation due date. Failure to submit a quotation without prior notice will be construed as justifiable cause for elimination of such Contractor for future consideration.

SECTION 00 10 00 – INSTRUCTIONS TO CONTRACTOR

**PART 1 – GENERAL**

1.1 EXAMINATION

- A. To discover and resolve conflicts or lack of definition which might create problems, Contractor must review Contract Documents, existing site conditions, and existing equipment specified to be retained for compatibility with its product prior to submitting quotation. Site review shall include, but not be limited to:
1. Adequacy of access.
  2. Retained equipment.
  3. Elevator hoistways.
  4. Pits.
  5. Machine rooms.
  6. Overhead clearances.
  7. Electrical power characteristics.
  8. Structural supports.
- B. Investigation and structural calculations required to determine compliance of existing elevator components, including machine support beams, with ASME A17.1, Rule 8.7.2.15.2 are the responsibility of Contractor. The design of the scope of work included in the Contract Documents is not intended to result in a change in total car weight plus rated load of more than 5%.
- C. If Contractor is in doubt as to the meaning of any requirement included in the Contract Documents, they shall submit questions in writing to CHFA at [RFP.RFQ@chfa.org](mailto:RFP.RFQ@chfa.org) no later than 4:00 pm on Friday, January 21<sup>st</sup>, 2025.
- D. Compliance with all provisions of Contract Documents is assumed and required in absence of written exception.
1. CHFA will not pay for change to building structure, structural supports, mechanical, electrical, or other systems required to accommodate Contractor's equipment if not identified before Contract award and authorized by CHFA.
- E. Submission of quotation is considered evidence that Contractor:
1. Has visited the site facilities and was allowed adequate time and access to comply with 1.1 A and B above.
  2. Is conversant with the site facilities, site conditions, requirements of the Contract Documents, pertinent state and local codes, state of labor and material markets, and has made due allowance in their quotation for all contingencies.
  3. Contractor shall notify CHFA at [RFP.RFQ@chfa.org](mailto:RFP.RFQ@chfa.org) no later than Tuesday, January 21<sup>st</sup>, 2025. if Contractor's investigation of site conditions or local code reveals:
    - a) Code requirements contrary to Contract Documents.
    - b) Any discrepancies or omissions from Contract Documents.
- F. No oral explanation will be made, and no oral instructions will be given before quotation due date. Contractor shall act promptly and allow sufficient time for Consultant to reply before submission of

quotation. Any required interpretation or supplemental instructions will be issued in the form of an addendum to the specifications and forwarded to all pre-qualified Contractors.

- G. Provide everything necessary for and incidental to the satisfactory completion of work required by Contract Documents. All required preparations, hoisting and movement of new equipment, reused equipment, or removal of existing equipment shall be the responsibility of Contractor.

## 1.2 EXISTING MAINTENANCE CONTRACT

- A. The incumbent Maintenance Contractor may not be approved to provide a quotation for this project unless they arrange for, and provide evidence of, the cancellation of the existing maintenance agreement. If present Maintenance Contractor is not awarded the Contract for Modernization, Maintenance Contractor agrees to deliver existing as modified control wiring diagrams to CHFA and immediately remove its equipment and materials from the premises with the CHFA or CHFA's representative present. CHFA shall withhold final maintenance payment due until Maintenance Contractor complies with this requirement.

END OF SECTION

SECTION 00 80 00 – SUPPLEMENTAL CONDITIONS

**PART 1 – GENERAL**

1.1 DEFINITION OF TERMS

- A. ELEVATOR CONSULTANT or CONSULTANT refers to Lerch Bates Inc. (Lerch Bates).
- B. CHFA refers to CHFA, the Connecticut Housing Finance Authority.
- C. CONTRACT or CONTRACT DOCUMENTS consists of the Agreement, Conditions of Contract, Specifications, Addenda, Drawings if included, and Alternates if accepted.
- D. CONTRACTOR or ELEVATOR CONTRACTOR refers to any persons, partners, firm, or corporation having a contract with CHFA to furnish labor and materials for the execution of work required.
- E. CONTRACT AWARD refers to CHFA’s verbal or written award for work required.
- F. SUBCONTRACTOR refers to any persons, partners, firm, or corporation having a contract with Contractor to furnish labor and materials for the execution of work required.
- G. PROVIDE means “furnish and install.”
- H. MANUFACTURER means either the Original Equipment Manufacturer (OEM) or the principal manufacturer of a component or system.
- I. RETAIN means, unless otherwise specified, the existing equipment is to be left in place with no alterations and no change in the original manufacturer’s designed performance or functionality. Items that are “retained” shall be thoroughly cleaned in place and adjusted to achieve originally designed function.
- J. REFURBISH means, unless otherwise specified, the existing equipment is to be cleaned, repainted, repaired, and parts replaced to put the equipment into a condition to provide the same appearance, performance, and functionality as the equipment provided when it was originally installed. Unless otherwise specified, the scope of replacement of components is limited to those items currently available for purchase as replacement parts from the manufacturer or after-market suppliers approved by the manufacturer.
- K. REUSE means that the Contractor shall carefully remove equipment from the existing installation, avoiding any damage or additional wear. Store in a safe location to maintain equipment in its pre-removal condition. Reinstall and incorporate into the modernized elevator installation using the same procedures and recommendations provided by the manufacturer of the equipment.
- L. CALL BACK means a request from the CHFA to the Contractor to provide a technician on site to evaluate an elevator that is out of service or not functioning properly, rectify the root cause of the malfunction, and place the unit back into normal service.
- M. INCLUDES or INCLUDING means including the items specified but not limited solely to those items if additional work or components are required to achieve the specified outcome.
- N. Words in the singular shall include the plural whenever applicable or context so indicates.
- O. All technical terms in these Contract Documents are used as defined in the latest edition of American National Standard Safety Code for Elevators, Dumbwaiters, Escalators, and Moving Walks ASME A17.1. and A17.2.

## 1.2 CONSULTANT'S STATUS

- A. Consultant shall act as CHFA's and/or Building Management's representative on all matters pertaining to required work. Consultant shall interpret Contract Documents, analyze Contractor's quotations, review Contractor's suggested alternates, review all Contractor's submittals, approve billings, review technical details and construction procedure, perform work progress reviews, and review and test completed work for compliance with Contract Documents prior to acceptance of work by CHFA.
- B. Field Review Scheduling: Schedule progress and final work reviews with Consultant. Reply promptly, in writing, to corrective work indicated on Consultant's progress and/or final review reports, indicating status and schedule for completion. Consultant anticipates scheduled site review appointments will be met.

## 1.3 CONTRACT

- A. Contract includes all engineering, labor, tools, and material required to complete the work in every respect. Contractor is cautioned to familiarize itself with existing site conditions and to include all incidental work that might occur or be required during the work. After Contract has been awarded, verbally or in writing, no extra charges will be allowed for any labor or material necessary to complete required work whether exactly described in these specifications.
- B. Any discrepancies or ambiguities found in Contract Documents or drawings shall be reported to the Consultant prior to Contractor's quotation submittal.

## 1.4 MEASUREMENTS AND DRAWINGS

- A. Drawings or measurements included with Contract Documents are for convenience of Contractor. Complete responsibility for detailed dimensions lies with Contractor. Contractor shall verify all dimensions with the actual on-site conditions. Where work of Contractor is to be coordinated with another trade, Contractor's shop drawings shall show actual dimensions and method of joining work of those trades.

## 1.5 CODES AND ORDINANCES

- A. All work covered by these Contract Documents is to be done in full accord with national code, state and local codes, ordinances, and elevator safety orders in effect at time elevator alteration permit issuance. All requirements of local Building Department and fire jurisdiction are to be fulfilled by Contractor and its Subcontractors. Also see Section 01 04 00.

## 1.6 CONTRACTOR'S INSURANCE

- A. Contractors and subcontractors shall provide proof of general liability, automobile, worker's compensation/employer's liability, umbrella and professional liability insurance in the amounts and as more specifically listed on the attached Exhibit C.
- B. Contractor shall carry a comprehensive general liability policy including completed operations blanket contractual broad form property damage, and CHFA's and Contractor's protective liability in a casualty or liability insurance company acceptable to CHFA. Insurance policy shall fully protect Contractor, its Subcontractors, CHFA, and Consultant from all loss and liability. Refer to CHFA Terms and Conditions provided.
- C. Upon the execution of a Contract, Contractor shall deliver to CHFA 100% Payment and Performance Bonds.

- D. Prior to commencing work, Contractor shall secure required insurance, at its sole cost, and submit certificate of confirmation naming indemnified parties as additional insured. Said policies, including an endorsement which states that such insurance will not be cancelled or materially changed unless CHFA is given thirty days notice, in writing, of the intention of said insurer to cancel or change any such policy. CHFA shall be named as additional insureds. Contractor's insurance shall be primary to any applicable loss. With CHFA's prior approval, Contractors Protective Liability (OCPL) Policy may be substituted for commercial general liability coverage. Please refer to the attached appendix that states the project specific insurance requirements.
- E. Contractor shall file with CHFA a certificate of insurance from its insurance company, stating that such insurance is being carried and that CHFA will be notified at least ten days prior to any cancellation of said insurance.

#### 1.7 CHFA INSURANCE

- A. CHFA's insurance policy covers work and equipment in place in building and approved and accepted by Consultant and CHFA. All material and equipment stored on site and not actually installed is not included in CHFA's policy and such material and equipment shall be covered under Contractor's Property Damage Insurance.

#### 1.8 TAXES, OLD AGE PENSIONS AND UNEMPLOYMENT INSURANCE

- A. Contractor's quotations for required work, materials and equipment shall include all local, state, and federal occupational and sales taxes, luxury taxes, excise taxes, federal and state old age pensions, unemployment insurance contributions, and any other similar taxes and contributions in effect at time of award of Contract.

#### 1.9 LABOR LAWS

- A. Contractor and its Subcontractors performing work under this Contract shall comply with applicable provisions of all federal, state, and local labor laws. The wages paid on an hourly basis to any person performing the work of any mechanic, laborer, or worker on the work contracted to be done and the amount of payment or contribution paid or payable on behalf of each such person to any employee welfare fund, as defined in state statutes, shall be at a rate equal to the rate customary or prevailing for the same work in the same trade or occupation in the town in which such public works project is being constructed, as such rate is determined by the Connecticut Commissioner of Labor. Any Contractor who is not obligated by agreement to make payment or contribution on behalf of such persons to any such employee welfare fund shall pay to each mechanic, laborer, or worker as part of such person's wages the amount of payment or contribution for such person's classification on each pay day.

#### 1.10 PATENTS

- A. Contractor shall save and hold harmless CHFA and its officers, agents, servants, employees, and Consultant from liability of any nature or kind on account of any patented or unpatented invention, process, article, or appliance manufactured or used in performance of Contract, including its use by CHFA including all cost and expenses for defending any suits unless otherwise specifically stipulated in Contract Documents.
- B. Licenses which may be required for completion of required work are to be obtained and paid for by the Contractor.

### 1.11 ASSIGNMENTS

- A. Neither party to this Contract shall assign Contract or sublet it as a whole without written consent of other party, nor shall Contractor assign any payment due him or to become due to him hereunder without previous written consent of CHFA.

### 1.12 ADVERTISING

- A. Advertising privileges will be retained by CHFA. It is the duty of Contractor to keep premises free from posters, signs, decorations, etc., unless specifically approved by CHFA.

### 1.13 PROTECTION OF WORK AND PROPERTY

- A. Contractor shall continuously maintain adequate protection of all its work from damage and shall protect CHFA property from injury or loss arising out of this Contract. Contractor shall make good any such damages, injury, or loss, except such as may be directly caused by agents, subcontractors, or employees of the CHFA. Contractor shall provide all barricades required to protect open hoistways or shafts per OSHA regulations. Design of barricades in public areas shall be approved by CHFA prior to fabrication and installation.
- B. If Contract includes work which would be disruptive during normal business operations, or would be dangerous to building occupants, said work shall be performed during hours as building management dictates. Examples of such work include, without limitation, saw cutting of concrete, jack hammering, welding, metal cutting, pouring concrete, erecting steel, or hoisting equipment over occupied portions of the building, or performing tests requiring all elevators in a group. Contractor shall perform such work during off-hours and shall include all costs in its quotation.
- C. Contractor shall install a suitable protective covering on all finished floors whether marble, wood, carpet or other, in areas where work is being performed. No material handling equipment shall be permitted on or over finished floors unless said floors have been protected in a manner approved by building management.
- D. Portable fire extinguishers shall be provided throughout Contractor's area of work and shall be placed so as to be accessible at all times. Extinguishers shall be multi-purpose dry chemical type, provided on a basis of one 2A-20BC rated unit for each 3,000 square feet of floor area. Extinguishers will remain property of Contractor.
- E. Contractor shall at all times maintain work areas, so all portions are accessible to fire department personnel and apparatus. Fire hydrants and fire department connections to building sprinkler systems must be kept free from obstruction at all times.
- F. Contractor shall strictly supervise any welding, metal cutting or other operations employing open flame work. All welding and cutting equipment shall be safely arranged and all combustibles in vicinity of any work being performed shall either be removed or protected by a noncombustible cover. Welding or cutting shall be attended by an assistant or fire watchman who is equipped with at least one 2A-20BC rated multi-purpose dry chemical fire extinguisher. Fire watchman will maintain strict surveillance during entire welding or cutting operation and extinguish flying sparks or burning slag. After welding or cutting operation fire watchman shall thoroughly search entire area for remnants of smoldering materials before he is released from his duty. Any welding or other operation employing open flame in any portion of building shall be scheduled with and receive approval of CHFA. Hot work permits shall be scheduled and approved by the CHFA.
- G. Contractor shall keep noise level generated by their work below 80 dBA level during normal building hours. When it is necessary to produce noise above this level, Contractor shall advise building



management of such needs and times will be scheduled as directed. The Contractor shall anticipate and schedule excessive noise generating procedures and include allowance for same in its quotation and schedule.

#### 1.14 ACCIDENT REPORTS

- A. In the event of accidents of any kind, Contractor shall furnish CHFA with copies of all accident reports. Reports shall be sent without delay and at same time that they are forwarded to any other parties.

#### 1.15 STORAGE OF MATERIALS

- A. Contractor shall confine storage of materials on job site to limits approved by CHFA and shall not unnecessarily encumber premises or overload any portion of building with materials to a greater extent than structure design load.

#### 1.16 REMOVAL OF EQUIPMENT AND RUBBISH

- A. Contractor shall remove and properly dispose of all rubbish as fast as it accumulates including all existing parts and components not retained, keeping building and premises clean during progress of work and leave premises at completion in a condition acceptable to the CHFA. Store parts and components identified by Consultant as useful for maintenance of units not being modernized as directed by CHFA. All other parts and components not retained shall become property of Contractor. Dumpster shall be located in the loading dock area.

#### 1.17 MATERIALS AND WORKMANSHIP

- A. All materials and equipment furnished shall be new and best quality. Installation shall be accurate, workmanlike, and subject to approval of CHFA and Consultant. All materials and equipment provided shall conform to regulations of enforcement bodies having jurisdiction. Contractor shall furnish material samples for approval.

#### 1.18 SUPERVISION

- A. Contractor shall assign a competent Project Manager, superintendent, and on-site foreman for project satisfactory to CHFA and Consultant. Such persons shall represent Contractor and all instructions given to them shall be binding as if given to Contractor.

#### 1.19 ROUTINE BUSINESS

- A. After award of Contract, all business relating to required work shall be transacted through Consultant, unless otherwise directed.

#### 1.20 CHANGES AND EXTRA WORK

- A. CHFA may at any time make changes to Contract Documents, plans and drawings, omit work, or require additional work by Contractor. For such additional work performed hereunder, CHFA shall pay Contractor on the basis of a mutually agreed lump sum. See Article 1.24 for method of computing lump sum cost of additional work. Contractor shall make no additions, changes, alterations, or omissions, or perform extra work, without receipt of written authorization of CHFA.

#### 1.21 PAYMENTS

- A. Unless otherwise agreed, Contractor shall submit monthly applications for payment together with necessary data, information, waivers, and affidavits to Consultant. Consultant shall review data for accuracy and forward such applications to CHFA for payment. Information shall be submitted with payment request and work progress forms.
- B. Applications for payments are to cover the value of labor performed and material installed and delivered during the preceding month or materials delivered to Contractor's storage facility.
- C. Retainage shall be 5%. Retainage shall be paid by CHFA upon final acceptance of entire work by Consultant and CHFA and after performance guarantees have been satisfactorily demonstrated. See Section 017000.

#### 1.22 PAYMENT WITHHELD

- A. CHFA and/or Consultant may withhold approval of payment on any Contractor request to such extent as may be necessary to protect CHFA from loss on account of:
  - 1. Believed negligence on part of Contractor to execute the work properly or fail to perform any provision of Contract. CHFA, after 15 days' written notice to Contractor, may without prejudice to any other remedy he may have, make good such deficiencies, and may deduct its cost from the overall Contract sum.
  - 2. Claims filed or reasonable evidence indicating probable filing of claims by other Contractors or Subcontractors.
  - 3. Failure of Contractor to make proper payments to its material suppliers or Subcontractors for material and labor.
  - 4. A reasonable doubt that required work can be completed by Contractor for balance then unpaid or in Contract time frame.
  - 5. Contractor's damage to building or another Contractor.
- B. When the above grounds are removed, payment shall be made in full, less retention.

#### 1.23 LIENS AND AFFIDAVITS

- A. Neither final payment nor any part of billing retention shall become due until Contractor shall deliver to CHFA a complete release of all liens arising out of this Contract or receipts marked paid in full in lieu thereof. In addition, Contractor shall furnish an affidavit to CHFA that, so far as he has knowledge or information, releases, or receipts include all labor and materials for which a lien could be filed. If any lien remains unsatisfied after all payments are made by CHFA, Contractor shall refund to CHFA all monies the latter may be compelled to pay in discharging such a lien, including all costs and reasonable attorney's fees.

#### 1.24 CLAIMS FOR EXTRA COST

- A. Contractor claims for extra cost due to additions or changes to required work shall be submitted to Consultant in writing within a reasonable time after such additions or changes identified or are requested and, in any event, before proceeding with required work. No such claim shall be valid unless so made. Contractor's self-performed labor charges shall be based on the applicable straight time rates stated within Contractor's bid. A premium for overtime labor requested by CHFA can be charged by Contractor based on the applicable premium multiplier (.5, .7, 1.0) times the applicable straight time labor rate stated within Contractor's Bid. Materials and subcontracted labor maximum charge for

additions/changes to work shall be Contractor cost +10% for overhead and profit. Contractor's cost shall be verifiable from actual supplier invoices, purchase orders, time tickets, etc.

#### 1.25 DELAYS AND EXTENSION OF TIME

- A. If Contractor progress is delayed due to acts of CHFA or Consultant, acts of other Contractors, fire, floods, strikes or other casualties beyond the control or without fault or negligence of Contractor, time for completion of the work shall be extended for a period determined by Consultant to be equivalent to time of such delay. Contractor must notify Consultant, in writing, of such delay within 48 hours after delay commences, or no extension of time will be granted. Extension of time without written request within said period on one or more occasions shall not be deemed a waiver of provisions of this article.

#### 1.26 PERMITS

- A. Contractor shall obtain and pay for or cause its Subcontractor to obtain and pay for all permits required to complete required work. In addition, Contractor shall arrange, schedule, and pay for or cause its Subcontractors to arrange, schedule and pay for all required final inspections by state, local or independent certified inspecting authorities necessary for issuance of all required CHFA utilization permits in regard to completed work.

## **PART 2 – SPECIAL CONDITIONS**

#### 2.1 PROGRESS OF WORK

- A. Upon award, verbally or in writing, Contractor shall reconfirm in writing, starting and completion schedule including equipment delivery dates based upon the information submitted on its quotation form.
- B. Contractor shall submit in writing monthly reports with payment request, including current equipment delivery dates and anticipated completion dates for individual units and groups of units.

END OF SECTION

## SECTION 01 01 00 – SUMMARY OF WORK

### PART 1 – GENERAL

#### 1.1 WORK COVERED BY CONSTRUCTION DOCUMENTS

- A. Modernization of Two (2) elevators including, but not limited to, the following new systems and components:
  - 1. Hydraulic Power Units
  - 2. Hydraulic Jack Assemblies
  - 3. Operational Controls
  - 4. Group Dispatching Systems
  - 5. Door Operating Equipment
  - 6. Signal Fixtures
  - 7. Car Interior Finishes
- B. Provide all labor, engineering, tools, transportation, services, supervision, materials, and equipment necessary for and incidental to satisfactory completion of required work as indicated in Contract Documents.
- C. Provide all required staging, hoisting and movement of new equipment, reused equipment, or removal of existing equipment.
- D. The scope of work for the elevator modernization is further defined below and hereinafter:
  - 1. Work to be covered under the Elevator Modernization project including associated work included in Section 01 90 00.
  - 2. General Construction Contract: General construction contract includes those work items identified in Section 01 90 00, and related work necessary to produce the results reasonably inferable from the plans and specifications.
- E. Scope of Construction Documents includes, but is not limited to, the following:
  - 1. Coordination, scheduling, and management of work of component suppliers and subcontractors.
  - 2. Furnish and install equipment as specified, utilizing existing and/or modified hoistways and machine rooms.
  - 3. Specific item of required work which cannot be determined to be included in another contract is thereby determined to be included in the general construction contract.
  - 4. Coordinate installation of LAN cabling in hoistway and machine room. Include all costs in proposal including required time to assist with LAN cable installation. No additional fees will be accepted for coordination and assistance with cable installation by the electrical contractor.

#### 1.2 CONTRACTOR'S DUTIES

- A. Contractor's duties include the following:
  - 1. Provide and pay for labor, materials and equipment, tools, construction equipment and machinery, and other facilities and services necessary for proper execution and completion of required work.
  - 2. Pay for legally required sales, consumer, and state remodel taxes.

3. Secure and pay for required permits, fees, and licenses necessary for proper execution and completion of required work, as applicable at time of proposal due date.
4. Give required notices.
5. Comply with codes, ordinances, rules, regulations, orders, and other legal requirements of public authorities applicable to performance of required work.
6. Promptly submit written notice to Consultant of observed variance of Contract Documents from legal requirements.
7. Enforce strict discipline and good order among employees. Do not employ persons unskilled in assigned task.

### 1.3 WORK SEQUENCE

- A. Construct work in stages.

### 1.4 WORKING HOURS

- A. Unless otherwise stated below or otherwise approved by CHFA, Contractor shall have access to the building for work activities during the following regular building operating hours:
  1. Monday-Friday 7:00 a.m. – 5:00 p.m.
  2. Saturday 8am - 5pm
  3. Sunday 8am - 5pm
- B. Contractor shall perform all work that has the potential to result in any of the following conditions outside of regular building operating hours at no additional cost to the CHFA:
  1. More than one elevator out of service in a group of elevators (not including a second car out of service for more than sixty minutes for regular preventive maintenance during non-peak traffic periods).
  2. Interruptions or changes in normal group automatic operation.
  3. Activation of Firefighter's Emergency Operation Phase I.
  4. Activation of Standby Power Operation.
  5. Noise levels more than 80 dBA measured in any occupied or public space.
  6. Transport of large equipment through public or tenant spaces.

### 1.5 CONTRACTOR USE OF PREMISES

- A. Confine operations at site to areas permitted by law, ordinances, permits, Contract Documents, and CHFA's specific instructions.
- B. Do not unreasonably encumber site with materials or equipment. Staging area will be located as directed by CHFA.
- C. Do not load structure with weight that will endanger structure. Coordinate with CHFA.
- D. Assume full responsibility for protection and safekeeping of tools and products stored on or off premises. Any additional cost for off-site storage of materials or additional transportation required is the responsibility of the Contractor.
- E. Move stored products which interfere with operations of building or the operations of other trades.

- F. Obtain and pay for use of additional storage or work areas needed for operations.

#### 1.6 CONCURRENT MODERNIZATION WORK AND BUILDING OPERATION

- A. This project is a major elevator modernization in an existing building which is open for public business and will continue to operate throughout all phases of required work. It is essential that Contractor give special attention and priority to all matters concerning project safety, protection from dust and loose materials, reduction of noise level, protection from water and air infiltration into building, and maintenance of neat, sightly conditions in and around work areas inside and outside of building. Packaging, scrap materials, and demolition debris shall be promptly removed from building and site on a daily basis.
- B. Unless otherwise approved by CHFA or as stated in the Construction Documents, Contractor shall allow only one elevator to be out of service in each elevator group at any time during regular building operating hours.
- C. At all times Contractor shall provide clearly visible warning and directions signs, full height barricades with locking doors, temporary lighting, overhead protection, and hazard-free walking surfaces throughout public area. At all times give special attention to building entrances, exits, and proper safe exiting through work areas as required by law.
  - 1. Barricade design must be approved by client prior to start of modernization work.
  - 2. Standard folding maintenance barricades are not acceptable.
- D. Contractor shall consult with CHFA or its Consultant to establish and maintain safe temporary routes, including, but not limited to proper barricades, walking surfaces, lighting, fire protection, exiting, warning, and directional signs, and general protection of persons from all hazards in accordance with OSHA Standards due wholly or partially to its operations.

END OF SECTION

SECTION 01 03 00 – ALTERNATES AND ALLOWANCES

**PART 1 – GENERAL**

1.1 ALTERNATES

1.2 Provide material and labor required for complete execution of accepted alternates. Include allowance amounts indicated in Contractor's Base Quotation, which must comply with all provisions of the Construction Documents.

A. Alternates:

1. Replace Jack Assembly
  - a) Contractor to provide alternate pricing for the cost to replace the complete jack assembly, including accompanying equipment as specified in these construction documents.
2. Elevator Interior Upgrade
  - a) As specified below (1.3, C), an allowance of \$30,000 (per unit) is to be included for elevator interior finishes.
  - b) Contractor may elect to submit an alternate price for a cab renovation under Alternate 2.
    - 1) Pricing for Alternate 2 shall be presented as the difference between the per unit allowance specified, and Contractor's total per unit alternate price.
      - (a) Example: "Specified Allowance" – "Contractor Alternate" = Quoted Price
    - 2) Any pricing submitted for Alternate 2 requires a cab rendering to be included with Contractor's proposal for CHFA review.
3. Car video display
  - a) Provide pricing as specified.
4. Non-Holed Hydraulic Elevator Modernization Installation.
  - a) Contractor may submit a voluntary alternate proposal to convert unit from a hydraulic elevator, to a gearless MRL.
  - b) Contractor to include a feasibility study with any MRL alternate.
5. Schedule
  - a) Contractor to submit cost premium for working an accelerated schedule.

1.3 ALLOWANCES

A. Elevator Cab Allowances: Include the following allowance amounts in Contractor's base proposal to cover labor and materials (up to the allowance amounts) for the following finished passenger elevators under the elevator car allowance specified herein. Allowance includes furnishing and installing the following:

1. Car wall finishes including trim.
2. Car floor finishes including subfloor and fastening.
3. Car ceiling finishes including lighting, wiring, and coordination of battery-operated emergency lighting.
4. Car door finishes.
5. Car door sills.

6. Handrails.
  7. Cutouts and other provisions for installing elevator signal equipment in cars.
  8. Mounting for protective pads.
  9. Assistance of approved IUEC installers.
- B. Hoistway Entrance Allowances: Include the following allowance amounts in Contractor’s Base Quotation to cover labor and materials (up to the allowance amounts) for the following finished passenger elevators under the elevator car allowance specified herein. Allowance includes furnishing and installing the following:
1. Hoistway door finishes including trim.
  2. Hoistway frames.
  3. Hoistway door sills.
- C. Allowances:

ELEVATOR GROUP AND UNIT IDENTIFICATION	QTY OF UNITS	CAB INTERIOR ALLOWANCE PER UNIT	HOISTWAY ENTRANCE ALLOWANCE PER UNIT	TOTAL ALLOWANCE PER UNIT	TOTAL ALLOWANCE FOR GROUP
Elevator # 1-2	2	\$30,000	\$5,000	\$35,000	\$70,000

END OF SECTION



SECTION 01 04 00 – PROJECT PROCEDURES

**PART 1 – GENERAL**

1.1 APPLICABLE CODES

- A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of following Codes, laws, and/or Authorities, including revisions and changes in effect including those referenced in Section 14 22 02.

1.2 STAGING AREA

- A. An equipment staging area will be available for use by Contractor. Contractor shall restrict usage to area designated and shall notify CHFA/ prior to storing of any large equipment which will impose heavy concentrated loading on floor area. Do not store such equipment until approval is received.

1.3 OCCUPANCY AND WORK BY OTHERS

- A. Contractor expressly affirms CHFA's rights to let other contracts and employ other Contractors in connection with required work. Contractor will afford other Contractors and their workmen reasonable opportunity for introduction and storage of materials and equipment, for execution of their work, and will properly connect and coordinate its work with theirs. Contractor will also incorporate comparable provisions in all its subcontracts.
- B. Contractor agrees that other Contractors employed by CHFA on basis of separate contracts may proceed at such times as necessary to install items of work required by CHFA.
- C. Contractor agrees that it will cooperate with other Contractors employed by CHFA and, in addition to other coordination and expediting efforts, will coordinate their work by written notices regarding necessity of such work to be done on or before certain dates.
- D. Contractor agrees that it is responsible for review, stamped, and signed approval of all shop drawings for required work.
- E. Contractor hereby agrees that the contents of the foregoing paragraphs and influence they may have on project:
  - 1. Shall not cause a change in stipulated Contract Sum.
  - 2. Shall not cause a change in the construction schedule.

END OF SECTION

SECTION 01 30 00 – SUBMITTALS

**PART 1 – GENERAL**

1.1 ACTION SUBMITTALS

- A. Within thirty calendar days after award of contract and before beginning equipment fabrication submit field verified existing installation information for review.
1. Hydraulic Car Information:
    - a) Existing Total Car Weight:
      - 1) Documented on crosshead data tag, all cars.
      - 2) Field Verified: weigh single cars and one car per group of each identical duty type.
    - b) Estimated Gross Load on Jack
  2. Power Confirmation Information: Field verified existing conditions at each elevator main disconnect:
    - a) Actual maximum available voltage and current.
    - b) Verify true earth ground value.
- B. Within thirty calendar days after award of contract and before beginning equipment fabrication submit planned modernization design information, shop drawings, and required material samples for review. Allow thirty calendar days for response to initial submittal.
1. Indicate equipment lists, reactions, and design information on layouts in table form, including:
    - 1) Written confirmation that designed modernization total combined weight of car and rated load:
      - (a) Does not vary by more than 5% from that of the original installation.
      - (b) Is no more than the existing installation and no less than 95% of the existing installation,
    - 2) Verify buffer capacity via data tags or known manufacturing data.
    - 3) Verify car safety capacities via data tags.
  - b) Power Confirmation Information: Design for existing conditions.
    - 1) Motor horsepower and code letter designation.
    - 2) Motor drive starting current, full load running current, and demand factor.
    - 3) Engineered power consumption based on hydraulic elevator with 120 upstarts per hour full load.
    - 4) Written confirmation that existing electrical provisions are adequate for post modernization installation equipment requirements.
  - c) Written confirmation that total planned modernization reactions on building structure do not exceed originally designed reactions by more than 5%. If installation has been altered previously and original car top data tag is missing, confirm that new reactions will not exceed existing reactions. Reaction calculations shall include:
    - 1) Hydraulic Elevators
      - (a) Gross load on jack
    - 2) All Elevators

- (a) Total Car Weight
- (b) Car Capacity
- d) Product Data, Including:
  - 1) Capacities, sizes, performances, operation, control, signal systems operations, safety features, finishes, and similar information.
  - 2) Product data for car enclosures and hoistway entrances.
  - 3) Product data for signal fixtures, lights, graphics, tactile marking plates, and details of mounting.
  - 4) Full details of ascending car protection means and installation.
  - 5) Two-way conversation devices.
  - 6) Post-modernization machine room heat emissions in BTU.
- C. Shop Drawings:
  - 1. Scaled or Fully Dimensioned Layout: Plan of machine room indicating equipment arrangement, details of car enclosures, hoistway entrances, and car/hall signal fixtures.
  - 2. Fully Dimensioned Fixture Drawings:
    - a) Car operating panels.
    - b) Car floor indicators.
    - c) Hall stations.
    - d) Position indicators.
    - e) Hall lanterns.
    - f) Access key switch.
    - g) Remote panels.
    - h) Emergency power selector switches.
    - i) Details of all materials and installation design required.
- D. Samples for Initial Selection: For finishes involving surface treatment or paint. :
- E. Samples for Verification:
  - 1. For exposed car, hoistway door and frame, and signal equipment finishes.
  - 2. Samples of Sheet Materials: 3" (75 mm) square.
  - 3. Running Trim Members: 4" (100 mm) lengths.
  - 4. Provide full size fully working samples of all destination dispatch signal devices.
  - 5. Include full component samples, if requested:
    - a) Signal fixtures.
    - b) Lighting.
    - c) Graphics.
    - d) Braille plates.
- F. Written Maintenance Control Program (MCP) specifically designed for the equipment included under this contract.

1. Include any unique or product specific procedures or methods required to inspect or test the equipment.
  2. Identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
- G. Submittal review shall not be construed as an indication that submittal is correct or suitable or that the work represented by submittal complies with the Contract Documents. Compliance with Contract Documents, Code requirements, dimensions, fit, and interface with other work is Contractor's responsibility.
- H. Acknowledge and/or respond to review comments within fourteen calendar days of return.
1. Promptly incorporate required changes due to inaccurate data or incomplete definition so that delivery and installation schedules are not affected.
  2. Identify and cloud drawing revisions including Contractor elective revisions on each re-submittal.
- I. Contractor's revision response time is not justification for equipment delivery or installation delay.
- 1.2 FINAL CONTRACT DOCUMENTS
- A. See Section 01 70 00, Project Closeout.

END OF SECTION

SECTION 01 60 00 – MATERIAL AND HANDLING

**PART 1 – GENERAL**

1.1 SITE CONDITION INSPECTION

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Do not proceed with installation until work in place conforms to project requirements.

1.2 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. General:

- 1. The protection of all equipment and exposed finishes shall be the responsibility of the Contractor during delivery, handling, and installation until completion of project.
- 2. The Contractor shall replace damaged materials with new at no additional cost for material and labor to CHFA.

B. Delivery and Storage:

- 1. Manufacturers' original packing must adequately protect materials during delivery.
- 2. Deliver materials to the site ready for use in the accepted manufacturer's original and unopened containers and packaging, bearing labels as to type of material, brand name, and manufacturer's name. Delivered materials shall be identical to accepted samples.
- 3. Store materials in original protective packaging under cover in a dry and clean location off the ground. Remove delivered materials that are damaged or otherwise not suitable for installation from the job site and replace with acceptable materials.
- 4. It is the responsibility of the Contractor to properly store and protect all materials in space provided or designated by the CHFA against damage, stains, scratches, corrosion, weather, construction debris, and environmental conditions.

1.3 INSTALLATION REQUIREMENTS

- A. Install all equipment in accordance with Manufacturer's instructions, referenced codes, specifications, and approved submittals.
- B. Install machine room equipment with clearances in accordance with referenced codes and specification.
- C. Install all equipment so it may be easily removed for maintenance and repair.
- D. Install all equipment for ease of maintenance.
- E. Install all equipment to afford maximum accessibility, safety, and continuity of operation.
- F. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel:
  - 1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
  - 2. Machine room equipment.
  - 3. Pit equipment.

4. Neatly touch up damaged factory-painted surfaces with original paint color.
5. Protect machine-finish surfaces against corrosion.

#### 1.4 MANUFACTURER'S NAMEPLATES

- A. Manufacturer's name plates and other identifying markings shall not be affixed on surfaces exposed to public view. This requirement does not apply to Underwriter's Laboratories and code required labels.
- B. Each major component of mechanical and electrical equipment shall have identification plate with the Manufacturer's name, address, model number rating, and any other information required by governing codes.

#### 1.5 COLORS OF FACTORY-FINISHED EQUIPMENT

- A. All colors will be selected from the Manufacturer's standard range unless custom colors are specified herein.
- B. Submit samples of all standard colors available and/or specified custom colors for review and approval. See Section 01 30 00, Submittals.
- C. Submit samples of all specified architectural metals specified for review and approval. See Section 01 30 00, Submittals.

#### 1.6 MATERIALS AND FINISHES

- A. Steel:
  1. Sheet Steel (Furniture Steel for Exposed Work): Stretcher-leveled, cold-rolled, commercial quality carbon steel, complying with ASTM A366, matte finish.
  2. Sheet Steel (for Unexposed Work): Hot-rolled, commercial quality carbon steel, pickled and oiled, complying with ASTM A568/A568M-03.
  3. Structural Steel Shapes and Plates: ASTM A36.
- B. Stainless Steel: Complying with ASTM A240, with standard tempers and hardness required for fabrication, strength, and durability. Apply mechanical finish on fabricated work in the locations shown or specified, Federal Standard and NAAMM nomenclature, with texture and reflectivity required to match CHFA sample if provided. Protect with adhesive paper covering.
  1. No. 4 Satin: Directional polish finish. Graining directions as shown or, if not shown, in vertical dimension.
  2. No. 8 Mirror: Reflective polish finish with no visible graining.
  3. Textured: 5WL as manufactured by Rigidized Metals or Windsor pattern as manufactured by Rimex Metals or approved equal with .050" mean pattern depth with bright directional polish (satin finish).
  4. Burnished: Non-directional, random abrasion pattern.
- C. Bronze: Stretcher-leveled, re-squared sheets composed of 60% copper and 40% zinc similar to Muntz Metal, Alloy Group 2, with standard temper and hardness required for fabrication, strength, and durability. Clean and treat bronze surfaces before mechanical finish. After completion of the final mechanical finish on the fabricated work, use a chemical cleaner to produce finish, Federal Standard, and NAAMM nomenclature, matching CHFA sample if provided:

1. No. 4 Satin: Directional polish finish, fine-satin, clear-coated with clear-organic coating recommended by Fabricator. Provide graining direction as shown or, if not shown, in vertical dimension.
  2. No. 8 Mirror: Reflective polish finish with no visible graining, bright-polished, clear-coated finish with clear-organic lacquer coating recommended by Fabricator.
  3. Acid-Etched Pattern: Provide a No. 8 mirror reflective-polished background with selectively acid-etched, matte-textured, custom pattern as shown. Acid selection and dilution, if required, as recommended by Fabricator. After final finishing, coat bronze with clear-organic lacquer coating recommended by Fabricator.
- D. Aluminum: Extrusions per ASTM B221; sheet and plate per ASTM B209.
- E. Plastic Laminate: ASTM E84 Class A and NEMA LD3.1, Fire-Rated Grade (GP-50), Type 7, 0.050" ±.005" thick, color and texture as follows:
1. Exposed Surfaces: Color and texture selected by CHFA.
  2. Concealed Surfaces: Contractor's standard color and finish.
- F. Fire-Retardant Treated Particle Board Panels: Minimum 3/4" thick backup for natural finished wood and plastic laminate veneered panels, edged and faced as shown, provided with suitable anti-warp backing; meet ASTM E84 Class "I" rating with a flame-spread rating of 25 or less, registered with Local Authorities for elevator finish materials.
- G. Natural Finish Wood Veneer: Standard thickness, 1/40" thoroughly dried conforming to ASME/HPMA HP-1983, Premium Grade. Place veneer, tapeless spliced with grain running in direction shown, belt and polish sanded, book-matched. Species and finish designated and approved by CHFA.
- H. Paint: Clean exposed metal parts and assemblies of oil, grease, scale, and other foreign matter and factory paint one shop coat of standard rust-resistant primer. After erection, provide one finish coat of industrial enamel paint. Galvanized metal need not be painted.
- I. Prime Finish: Clean all metal surfaces receiving a baked enamel paint finish of oil, grease, and scale. Apply one coat of rust-resistant primer followed by a filler coat over uneven surfaces. Sand smooth and apply final coat of primer.
- J. Baked Enamel Finish: Prime finish per above. Unless specified "prime finish" only, apply and bake three additional coats of enamel in the selected solid color.
- K. Entrance Field Paint:
1. Clean all surfaces to remove dirt and grease.
  2. Sand and finish surfaces as necessary to remove pits and scratches and prepare surface for painting.
  3. Apply filler to ensure smooth surface; sand and apply one coat of electrostatic enamel in the selected solid color.
- L. Refinishing of natural metals: Remove existing protective finish. Buff as necessary to remove scratches. Regrain or finish as specified and protect as indicated for particular metal type.
- M. Entrance Support Equipment within Hoistway: Include strut angles, headers, sill support angles, fascia, hanger covers, etc.
1. Clean, remove, and check for corrosive activity. Replace components which exhibit severe deterioration.

2. Tighten all fastenings.
3. Repaint exposed surfaces with two coats of rust preventive primer.

END OF SECTION



SECTION 01 70 00 – FINAL CONTRACT COMPLIANCE REVIEW

**PART 1 – GENERAL**

1.1 FINAL CLEANING

- A. See Section 00 80 00, Supplemental Conditions, for contractual requirements governing site cleaning. As a minimum:
  - 1. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust, including walls, building beams, sill ledges, and hoistway divider beams.
  - 2. Care shall be to not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
  - 3. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust, and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.
  - 4. Paint machine room walls and floors.

1.2 CHFA's FINAL OBSERVATION AND REVIEW REQUIREMENTS

- A. Review procedure shall apply for individual elevators, portions of groups of elevators, and completed groups of elevators accepted on an interim basis, or elevators and groups of elevators completed, accepted, and placed in operation.
- B. Contractor shall perform review and evaluation of all aspects of its work prior to requesting final review by CHFA or its Consultant. Work shall be considered ready for CHFA's final contract compliance review when all Contractor's tests are complete, all deficiencies noted by the Authority Having Jurisdiction have been rectified, and all elements of work or a designated portion thereof are in place and elevator or group of elevators are deemed ready for service as intended.
  - 1. Provide 80 hours of accrued run-in time prior to inspection and field reviews.
  - 2. Run-in time must include door open and close cycles, without interfering with usual business activity.
- C. Contractor shall perform review and evaluation of all aspects of its work prior to requesting CHFA's review.
- D. Furnish labor, materials, and equipment necessary for CHFA's review. Notify CHFA five working days in advance when ready for final review of elevator or group of elevators.
- E. CHFA's or its Consultant's written list of observed deficiencies of materials, equipment, and operating systems will be submitted to Contractor for corrective action. CHFA or its Consultant's review shall include as a minimum:
  - 1. Workmanship and equipment compliance with specifications identified in Contract Documents.
  - 2. Contract speed, capacity, floor-to-floor times, and door performance compliance with Contract Documents.
  - 3. Performance of following is satisfactory:
    - a) Starting, accelerating, running.
    - b) Decelerating, stopping accuracy.

- c) Door operation and closing force.
  - d) Equipment noise levels.
  - e) Signal fixture utility.
  - f) Overall ride quality.
  - g) Performance of door control devices.
  - h) Operations of emergency two-way communication device.
  - i) Operations of firefighters' service.
  - j) Operations of special security features and floor lock-off provisions.
  - k) Operations of remote monitoring devices.
4. Test Results:
- a) In all test conditions, obtain specified contract speed, performance times, stopping accuracy without re-leveling, and ride quality to satisfaction of CHFA or its Consultant. Tests will be conducted under both no load and full load condition.
  - b) Temperature rise in motor windings limited to 50° Celsius above ambient. A full-capacity one-hour running test, stopping at each floor for ten seconds in up and down directions, may be required.
- F. Performance Guarantee: Should CHFA or its Consultant's review identify defects, poor workmanship, variance, or noncompliance with requirements of specified codes and/or ordinances, or variance or noncompliance with the requirements of Contract Documents, Contractor shall complete corrective work in an expedient manner to satisfaction of CHFA or its Consultant at no cost as follows:
- 1. Replace equipment which does not meet code or Contract Document requirements.
  - 2. Perform work and furnish labor, materials, and equipment necessary to meet specified operation and performance.
  - 3. Perform retesting required by governing code authority, CHFA, or its Consultant.
- G. A follow-up final contract compliance review shall be performed by CHFA or its Consultant after notification by Contractor that all deficiencies have been corrected. Provide CHFA or its design with copies of the initial deficiency report marked to indicate items which Contractor considers complete.

### 1.3 MANUFACTURER'S WARRANTY

- A. Manufacturer agrees to repair, restore, or replace elevator equipment that fails due to defective materials or poor workmanship within specified warranty period.
- B. Warranty Period: Twelve (12) months from date of Substantial Completion:
- C. The Contractor guarantees that the materials and workmanship of the apparatus installed by them and any subcontractor or entity for whose work the Contractor is responsible, under this contract, is first class in every respect and that they will make good on any defects not due to ordinary wear and tear or improper use, which may develop within one year from the date of final acceptance of all equipment.
- D. Manufacturer's warranty to repair or replace defective products or their components in the event of defects within a specified period.
- E. Neither the final payment nor any provisions of the contract documents relieve the Contractor of any obligation provided by law. They shall remedy any defects and pay all expenses for any damage to other work.

- F. The warranty as outlined above, for all devices, starts from the date of final acceptance of each device, by the Consultant and the CHFA, of all work specified and intended under these contract documents.

#### 1.4 INFORMATION TO BE PROVIDED TO CHFA FOLLOWING PROJECT COMPLETION

- A. Provide electronic copies (flash drive or Consultant-approved equivalent) of written information necessary for proper maintenance and adjustment of equipment within 30 days following final acceptance. Final retention will be withheld until data is received by CHFA and reviewed by CHFA or its Consultant. The following will be required:
  - 1. Straight-line wiring diagrams of “as-installed” elevator circuits with index of location and function of components. Provide one set reproducible master. Mount one set wiring diagrams on panels, racked, or similarly protected, in elevator machine room. Provide remaining set rolled and in a protective drawing tube. Maintain all drawing sets with addition of all subsequent changes. These diagrams are CHFA’s property.
  - 2. Written Maintenance Control Program (MCP) specifically designed for the equipment included under the contract documents. Include any unique or product-specific procedures or methods required to inspect or test the equipment. In addition, identify weekly, bi-weekly, monthly, quarterly, and annual maintenance procedures, including statutory and other required equipment tests.
  - 3. Lubrication instructions, including recommended grade of lubricants.
  - 4. Parts catalogs for all replaceable parts, including ordering forms and instructions.
  - 5. Instructions explaining all operating features, including all apparatus in the car and lobby control panels.
  - 6. Maintenance Control Program documentation for all equipment.
- B. Provide CHFA with the following:
  - 1. Any interface cards required for equipment maintenance, code mandated testing, and troubleshooting.
  - 2. Four sets of keys for all switches and control features properly tagged and marked.
  - 3. Diagnostic equipment complete with access codes, adjusters’ manuals, and set-up manuals for adjustment, diagnosis, and troubleshooting of elevator system, and performance of routine safety tests.
- C. Preventive Maintenance Contract:
  - 1. Furnish properly executed contract for continuing preventive maintenance.
- D. Acceptance of such records by CHFA or its Consultant shall not be a waiver of any Contractor deviation from Contract Documents or shop drawings or in any way relieve Contractor from his responsibility to perform work in accordance with the Contract Documents.

END OF SECTION

SECTION 01 80 00 – MAINTENANCE

**PART 1 – GENERAL**

1.1 INTERIM MAINTENANCE

- A. Furnish preventive maintenance service on elevators described herein for a period from mobilization, verbal or written, until each unit is removed from building service for modernization. In addition, furnish interim preventive maintenance on completed units until the modernization of each group of elevators is complete and one-year warranty maintenance, defined in Item 1.2 below, is commenced. Cost of interim maintenance shall not be included as part of modernization quotation. Indicate costs on a per-unit basis for interim maintenance as requested on quotation form. Costs for interim maintenance shall be paid by CHFA separately and monthly based upon the number of units in service.
- B. Prior to the removal of any car from service, the consolidated call back service for all cars in the specific group shall be no more than three calls per month. Contractor will be responsible for providing preventative maintenance to achieve this requirement.
- C. If callback activity exceeds three callbacks per unit per month at any time when cars are off-line, all maintenance must be completed on OT until callback rate is less than three/unit/month.
- D. Use competent personnel, acceptable to CHFA, employed and supervised by the Contractor.

1.2 WARRANTY MAINTENANCE

- A. Provide preventive maintenance and 24-hour emergency callback service for one year commencing on date of final acceptance of all modernized elevators by CHFA. Warranty maintenance should expire for concurrently for all elevators. Systematically examine, adjust, clean, and lubricate all equipment. Repair or replace defective parts using parts produced by the Contractor of installed equipment. Maintain elevator machine room, hoistway, and pit in clean condition.
- B. Use competent personnel, acceptable to the CHFA, supervised and employed by Contractor.
- C. The warranty maintenance period specified in Item 1.2 A. above shall be extended one month for each three-month period in which equipment-related failures average more than .25 per unit per month.
- D. CHFA retains the option to delete cost of warranty maintenance from modernization equipment contract and remit twelve equal installments directly to Contractor during period in which maintenance is being performed.

END OF SECTION

SECTION 01 90 00 – RELATED WORK

**PART 1 – GENERAL**

1.1 RELATED BUILDING WORK INCLUDED

A. Architectural and Structural, Hoistway and Hallway:

1. Patch any cracks or penetrations in the hoistway to provide smoke and fire rating required by the Authority Having Jurisdiction. Provide product and installation process documentation as requested.
2. Remove abandoned conduit and wiring in the elevator hoistways.
3. Patch penetrations and gaps in finished elevator lobbies after installation of new signal fixtures. Match existing wall finishes.
4. Grout floor up to hoistway sills and around hoistway entrances.
5. Protect open hoistways and entrances during construction per OSHA Regulations.
6. Protect car enclosure, hoistway entrance assemblies, and special metal finishes from damage.
7. Professionally sand, fill and paint entrance frames, transoms, and strike jambs at all landings.
8. Professionally sand, fill and paint landing doors and sight guards at all landings.
9. Remove existing finished cab flooring. Install new flooring. Coordinate weight of flooring and sill height with Contractor.

B. Architectural and Structural, Machine Room:

1. Patch any cracks or penetrations in the machine room walls or ceiling to provide smoke and fire rating required by the Authority Having Jurisdiction. Provide product and installation process documentation as requested.
2. Self-closing and locking rated access door. Include Signage: "ELEVATOR MACHINE ROOM" and "AUTHORIZED PERSONNEL ONLY."
3. Pass-Through Machine Room: Where pass-through condition exists provide "NOT AN EXIT" signage on door to adjacent space.
4. Paint walls and ceiling for improved light reflectivity.
5. Provide Class "ABC" fire extinguisher in each elevator machine room.
6. Access for hoisting. Provide access for hoisting to machine room and repair.
7. Remove combustible material from machine room.

C. Plumbing and Fire Protection:

1. Install and program smoke sensors in elevator lobbies and machine room as required for Phase I firefighters recall operation.
2. Provide heat detector in machine room to activate shunt trip contacts in elevator disconnects.
3. Verify that the existing sump pump in the pit is operational. Repair or replace as necessary.
4. Pit Sump or Drain: Indirect waste drain or sump with flush grate and pump. Sump pump/drain capacity minimum 3,000 gallons per hour per elevator.
5. Remove abandoned plumbing from machine room and hoistway.

D. Mechanical:

1. Machine and Controller Rooms/Spaces: Ventilation and heating. Provide heating and air conditioning to maintain temperature range of 55°-90° F, and maximum 80% relative humidity, non-condensing.
- E. Electrical Service, Conductors, and Devices:
  1. Machine Room or Control Space Lighting: Guarded LED fixtures to provide minimum 19 footcandles average illumination. Provide toggle switch adjacent to strike side of machine room door. Occupancy sensor is not allowed.
  2. Machine Room or Control Space Night Light: Provide always-on 3-5-watt LED luminaire inside entrance to machine room.
  3. Machine Space Lighting: Guarded LED fixtures to provide minimum 19 footcandles average illumination.
  4. Pit Lighting: Guarded LED fixtures to provide minimum 10 footcandles average illumination.
  5. Hallway Lighting: LED fixtures to provide 10 footcandles average illumination measured at the threshold with doors closed. Lighting shall be always-on, un-switched and no occupancy sensor.
  6. GFCI convenience outlets in pit.
  7. Non-GFCI convenience outlet in pit for sump pump.
  8. GFCI convenience outlets in machine room or control space.
  9. GFCI convenience outlets in machine space.
  10. Heavy-duty three-phase mainline copper power feeder with code compliant grounding to terminals of each elevator controller in the machine room with protected lockable “open” disconnecting means.
  11. Auxiliary contacts to disable emergency battery lowering.
  12. Three-phase power feeder to each freight elevator power door controller in machine room with protected lockable “open” disconnecting means.
  13. Single-phase copper power feeder to each elevator with individual protected lockable “open” disconnecting means located in machine room for utilization equipment:
    - a) Car lighting and blower.
    - b) Pit sump pump.
    - c) CCTV camera.
    - d) In-car video display.
    - e) Card reader system.
    - f) On-car wi-fi router.
    - g) Machine room monitoring system.
    - h) Car heating and air conditioning unit.
    - i) Car heating and air conditioning evaporator.
  14. Emergency telephone line to [# OF LINES] elevator control panel in elevator machine room.
  15. Dedicated cellular
  16. Automatic Fire Recall System:
    - a) Fire alarm initiating devices in each elevator lobby, for each group of elevators or single elevator.
    - b) Fire alarm initiating devices in each elevator machine room.

- c) Fire alarm initiating devices at top of hoistway if sprinklered.
  - d) Three Relay Activation Modules for each group of elevators or single elevator. Locate modules within three feet of controller designated by the Contractor or manufacturer, as appropriate to minimize un-supervised wiring. Program Modules as follows:
    - 1) PRIMARY: Activate when any hallway device, except primary floor, activates.
    - 2) ALTERNATE: Activate when hallway device at primary floor activates.
    - 3) FIRE HAT: Activate when machine room device activates.
  - e) Device in machine room and at top of hoistway (if provided) to provide signal for general alarm.
  - f) Provide technician from fire alarm contractor for pre-test of system during normal working hours.
  - g) Provide technician from fire alarm contractor for acceptance test of system with Authority Having Jurisdiction during normal and overtime working hours.
  - h) Remove fire alarm devices from pit where not required.
  - i) Remove fire alarm devices from hoistway overhead where not required.
17. Temporary power and illumination to install, test, and adjust elevator equipment.
  18. Category 6 ethernet connection and junction box in each elevator machine room space as required.
  19. Fibre optic ethernet connection and junction box in each elevator machine room space as required.
  20. Internet access to each machine room for off-site web access to monitoring system.
  21. Cellular voice and data signal access to each machine room including 5 year pre-paid service
  22. Firefighters' telephone jack in car with connection to individual elevator control panels in elevator machine room and elevator control panel in firefighters' control room.
  23. Firefighters' announcement speaker in car with connection to individual elevator control panels in elevator machine room and elevator control panel in firefighters' control room.
  24. Conduit from the closest hoistway of each elevator group or single elevator to the firefighters' control room and/or main control console. Coordinate size, number, and location of conduits with Contractor or manufacturer as appropriate.
  25. Means to automatically disconnect power to affected elevator drive unit and controller prior to activation of machine room fire sprinkler system and/or hoistway fire sprinkler system. Provide heat detectors, shunt trip breaker and all necessary equipment.
  26. Wiring from building CCTV system to elevator controllers and all CCTV equipment.
  27. CCTV Cameras, Contractor to coordinate and assist with installation of cameras in elevators.
  28. Wiring from building security system to elevator controllers and all security system equipment.
  29. Card or Proximity Readers, Contractor to coordinate and assist with installation of readers in car operating panels or hall stations.
  30. Power for Mechanical Equipment: Provide power for HVAC and/or ventilation equipment where applicable.
  31. Remove abandoned electrical equipment from machine room and hoistway.
  32. Conduit from fire alarm panel to each fire alarm device location at each floor, hoistway, pit and machine room including three relay activation modules in machine room. Provide junction box at each location.

33. Review power confirmation data, provided by the Contractor, on behalf of the CHFA. Verify electrical supply to the controllers meets the stated requirements. Where applicable, review standby power generator capability to meet stated requirements and absorb regenerated power.
- F. Standby Power Provision:
1. Standby power of normal voltage characteristics via normal electrical feeders to run one elevator at a time in each elevator group at full-rated car speed and capacity.
  2. Conductors from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated elevator control panel in each elevator group to indicate utility or standby power active.
  3. Conductors from auxiliary form "C" dry contacts, located in the standby power transfer switch to a designated elevator control panel in each elevator group. Provide a time delay of 30-45 seconds for pre-transfer signal in either direction.
  4. Standby single-phase power to group controller, and each elevator controller for car lighting, exhaust blower, emergency signaling device, intercom amplifier, hoist machine cooling fan, car heating and air conditioning unit.
  5. Means for absorbing regenerated power during an overhauling load condition per NEC 620.91. Elevators will employ solid state motor drive, presenting a non-linear active load.
  6. Standby power to machine room ventilation or air conditioning.
  7. Standby power to emergency communications devices.
- G. Contractor Related Work:
1. Pit access stationary ladder for each elevator. Retractable ladder if provided shall include an electrical contact conforming to ASME A17.1, Rule 2.2.2.4.2.7.
  2. Under Car Access: Provide permanent ladder and platform for access to under car equipment as required by code.

END OF SECTION



SECTION - 14 24 01 HYDRAULIC PASSENGER ELEVATOR MODERNIZATION

**PART 1 – GENERAL**

1.1 SUMMARY

- A. Section includes modernization of hydraulic elevators as follows:
  - 1. Two (2) passenger elevator(s), Cars 1-2]
- B. Products Installed but Not Furnished Under This Section:
  - 1. Building announcement speakers.
  - 2. Emergency Voice/Alarm Communication System Provisions.
  - 3. CCTV camera provisions.
  - 4. Elevator security devices, control unit, mounting brackets, wiring materials, logic circuits, security system interface terminals, boxes, and relays.
  - 5. Car interior finishes.
  - 6. Car flooring.
  - 7. Monitoring system interface.
  - 8. Custom rail brackets
  - 9. Internet connectivity.

1.2 DEFINITIONS

- A. Technical terms used are defined in the latest edition of the Safety Code for Elevators and Escalators, ASME A17.1. or in this section.
- B. See SECTION 00 80 00 – SUPPLEMENTAL CONDITIONS

1.3 WORK INCLUDED

- A. See SECTION 01 01 00 – SUMMARY OF WORK

1.4 ALLOWANCES

- A. See SECTION 01 03 00 – ALTERNATES AND ALLOWANCES

1.5 ALTERNATES

- A. See SECTION 01 03 00 – ALTERNATES AND ALLOWANCES

1.6 RELATED WORK COORDINATION

- A. See SECTION 01 04 00 – PROJECT PROCEDURES and SECTION 01 90 00 – RELATED WORK.

1.7 SOURCE QUALITY CONTROL

- A. Country of Origin: Submit list of all major original equipment manufacturer components identifying origin of each component.

1.8 ACTION AND INFORMATIONAL SUBMITTALS

- A. See SECTION 01 30 00 – SUBMITTALS

1.9 CLOSEOUT SUBMITTALS

- A. See SECTION 01 70 00 – FINAL CONTRACT COMPLIANCE REVIEW

1.10 PERMITS, TESTS, AND CERTIFICATES

A. Permits:

1. Secure and pay for all permits required for Work to be performed, including but not limited to:
  - a) Municipal and State permits.
  - b) Device or equipment removal permits.
  - c) Hot works permits.
  - d) Confined space access permits.
2. Post, maintain, and renew all permits in compliance with local governmental requirements.
3. Obtain final close-out of all required permits.
4. Tests and Inspections: Schedule with the Authority Having Jurisdiction and perform tests required by Governing Authority in accordance with procedure described in ASME A17.2 Guide for Inspection of Elevators, Escalators, and Moving Walks in the presence of Authorized Representative of the Authority Having Jurisdiction.

- B. Certificates: Obtain, pay for, and deliver to CHFA with all temporary and final inspection certificates provided by proper governing authorities.

- C. Violations: Resolve any outstanding violations on record with the Authority Having Jurisdiction on devices being removed prior to final acceptance by the CHFA.

1.11 QUALITY ASSURANCE

- A. Compliance with Regulatory Agencies: Comply with most stringent applicable provisions of currently enforced codes, laws, and/or authorities, including revisions and changes in effect including, but not limited to:

1. American Society of Mechanical Engineers:
  - a) ASME A17.1, Safety Code for Elevators, Escalators, and Moving Walks.
  - b) ASME A17.2, Guide for Inspection of Elevators, Escalators, and Moving Walks.
  - c) ASME A17.5, Elevator and Escalator Electrical Equipment.
  - d) ASME A17.6, Standard for Elevator Suspension, Compensation, and Governor Systems.
  - e) ASME A17.7, Performance Based Safety Code for Elevators, Escalators, and Moving Walks.
2. National Fire Protection Association (NFPA):
  - a) NFPA 70, National Electric Code.
  - b) NFPA 80, Fire Doors and Windows.
  - c) NFPA 101, Life Safety Code.
  - d) NFPA 13, Installation of Sprinkler Systems.
3. International Building Code (IBC).

4. Accessibility:
    - a) American National Standard Institute (ANSI): A117.1, Accessible and Usable Buildings and Facilities.
    - b) Uniform Federal Accessibility Standards (UFAS).
    - c) ADAAG, Americans with Disabilities Act Accessibility Guidelines.
  5. Local Codes:
    - a) As defined by the local township and Connecticut Elevator Inspector
  6. OSHPD.
- B. Inspections: Provide access to areas where work is being performed for CHFA at any time throughout the project.

#### 1.12 WARRANTY

- A. See SECTION 01 70 00 – FINAL CONTRACT COMPLIANCE REVIEW.

#### 1.13 MAINTENANCE

- A. See SECTION 01 80 00 – MAINTENANCE.

#### 1.14 DELIVERY, STORAGE, AND HOISTING

- A. See SECTION 01 60 00 – MATERIAL AND HANDLING.

## PART 2 – PRODUCTS

### 2.1 MANUFACTURERS AND PRODUCTS

- A. Approved Elevator Systems:
1. Approved subject to compliance with the requirements of the Contract Documents, provide products by one or more of the following Principal Manufacturers. Where specific product models are referenced below only those specific product models or types are approved.
    - a) Otis
    - b) Schindler
    - c) TK Elevator
    - d) Vantage
    - e) Canton Elevator
    - f) EEVI
    - g) MEI – Total Elevator Solutions
    - h) Schumacher
- B. Approved Elevator Components: In addition to products manufactured by the Principal Manufacturers specified above, the following Manufacturers are approved for the specific components listed below, subject to the requirements of the Contract:
1. Controllers:
    - a) Vantage/GAL.

- b) MCE.
- c) Smart Rise.
- d) Vertitron Midwest
- 2. Hydraulic Machines (Power Units):
  - a) EECO
  - b) Maxton
  - c) IMO
- 3. Hydraulic Jack Assemblies:
  - a) EECO
  - b) Custom Pipe
  - c) Bore-Max (Vantage)
- 4. Passenger Elevator Door Equipment (Operators, Tracks, Hangers, and Closers):
  - a) GAL.
  - b) Unitech
  - c) Fujitec America, Incorporated.
  - d) Mitsubishi Electric Corporation.
  - e) Wittur.
- 5. Elevator Car Enclosures:
  - a) EDI/ECI.
  - b) Elite Cabs.
  - c) Globe Architectural & Metal.
  - d) National.
  - e) Regency Elevator Cabs.
  - f) G & R Elevator
  - g) Fab a Cab
  - h) Snap Cabs
- 6. Car and Hall Signal Fixtures:
  - a) EPCO.
  - b) Innovation.
  - c) MAD Fixtures.
  - d) Monitor.
  - e) National Elevator Cab and Doors.
- 7. Two-Way Audio Communication Device:
  - a) Janus/Rath
  - b) Wurtec
  - c) Unitech
- 8. Two-Way Video/Non-Verbal Communication Devices:
  - a) Janus/Rath

- b) Wurtec
- 9. Elevator Car Enclosures:
  - a) EDI/ECI.
  - b) Elite Cabs.
  - c) Globe Architectural & Metal.
  - d) National.
  - e) Regency Elevator Cabs.
  - f) G & R Elevator.
  - g) Gunderlin.
- 10. Car and Hall Signal Fixtures:
  - a) EPCO.
  - b) Innovation.
  - c) MAD Fixtures.
  - d) Monitor.
- 11. Door Edge Detector with Approaching Object Detection:
  - a) CEDES
  - b) Janus

## 2.2 MATERIALS

- A. See SECTION 01 60 00 – MATERIAL AND HANDLING

## PART 3 – PERFORMANCE AND OPERATION

### 3.1 FIELD CONDITIONS

- A. Seismic Equipment:
  - 1. Provide design, components, and operation per governing code.

### 3.2 PERFORMANCE REQUIREMENTS

- A. Car Speed: Allowable variance from contract speed of no more than +/- 10% in the up direction and +10%/-20% in the down direction.
- B. Car Capacity: Safely lower, stop, and hold rated load.
- C. Car Stopping Zone:  $\pm 3/8$ " under any loading condition.
- D. Door Times: Seconds from start to fully open or fully closed:
  - 1. Cars [1-2]: Door Open: 1.8 SECONDS . Door Close: 2.9 SECONDS. .
- E. Car Floor-to-Floor Performance Time: Seconds from start of doors closing until doors are 3/4 open for center-opening doors or 1/2 open for side-opening doors, and car is level and stopped at next successive floor under any loading condition or travel direction:
  - 1. Cars [1-2]: 10 SECONDS Floor Height: 12 between floors first floor and second floor.

### 3.3 ELEVATOR OPERATION REQUIREMENTS

#### A. General:

1. Cars automatically slow down and stop level at floors in response to car and landing calls with stops made in sequence in the established direction of travel, regardless of order in which buttons are pressed.
2. Landing calls are canceled when the assigned car arrives at the landing.
3. Automatic Dispatch Failure: Provide auxiliary dispatch system to automatically dispatch elevators in the event of failure of the primary control system.
4. Hall Call Button Failure: Should failure of hall call button system occur, initiate operation providing predetermined service to all landings; elevators respond normally to car calls.
5. Automatic Leveling:
  - a) When arriving at a floor cars level to within 1/8" above or below the landing sill prior to opening doors, without travelling past the landing during leveling
  - b) Maintain leveling accuracy regardless of carload, direction of travel, rope slippage or stretch.
6. Power Conservation:
  - a) Shut off car interior lighting and ventilation fan after adjustable period (60-180 seconds) of no elevator demand.
  - b) Turn on prior to opening car doors when elevator demand returns.

#### B. Door Operation:

1. Passenger Elevators:
  - a) Automatically open doors when car arrives at a floor.
  - b) Stop and reopen doors or hold doors in open position upon activation of "door open" button.
  - c) At expiration of normal dwell time, or upon activation of "door close" button, close doors:
    - 1) Prevent doors from closing and reverse doors at normal opening speed if door reopening device beams are obstructed while doors are closing, except during nudging operation.
    - 2) In event of door reopening device failure, provide for automatic shutdown of car at floor level with doors open.
    - 3) Close cycle does not begin upon activation of "door close" button until normal door dwell time for a car or hall call has expired, except firefighters' operation.
  - d) Nudging Operation:
    - 1) After beams of door reopening device are obstructed for a predetermined time interval (minimum 20.0-25.0 seconds), sound warning signal, and attempt to close doors with maximum of 2.5 foot-pounds kinetic energy.
    - 2) Activation of the door open button overrides nudging operation and reopens doors.
  - e) Interrupted Beam Time:
    - 1) When beams are interrupted during initial door opening, hold door open a minimum of 3.0 seconds.
    - 2) When beams are interrupted after the initial 3.0 second hold open time, reduce time doors remain open to an adjustable time of approximately 1.0 1.5 seconds after beams are reestablished.
  - f) Differential Door Time:

- 1) Field adjustable time that doors remain open after stopping in response to calls.
  - 2) Car Call: Hold open time adjustable between 3.0 and 5.0 seconds.
  - 3) Hall Call: Hold open time adjustable between 5.0 and 8.0 seconds.
  - g) Use hall call time when car responds to coincidental calls.
  - h) Reopen doors when car is designated for loading.
- C. Independent Service:
1. When feature is activated from within the car allow control of car only from buttons and controls inside the car.
  2. Close doors by constant pressure on desired destination floor button or door close button.
  3. Operate car without attendant from pushbuttons in car and at each landing. When car is idle, automatically start car, and dispatch it to appropriate floor when call is registered by pressing car or hall pushbutton.
  4. Illuminate, "in use" lights in each hall pushbutton station when car is responding to registered car or hall call. Prevent registration of another call until trip is complete including time for passenger transfer and registration of car call if car is responding to a hall call. Extinguish "in use" light to indicate system is available to respond to next call.
  5. Elevators operate via momentary pressure buttons to:
    - a) place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
    - b) place car call by selecting destination floor from inside the car (individual buttons for each floor served).
  6. Hall calls, other than calls placed at the landing at which car is standing, start car and cause the car to stop at first landing for which a call is registered in the direction of travel.
  7. Car calls cause the car to stop at the floors registered in the order the car arrives at each selected floor in its current direction of travel.
  8. Free Car:
    - a) When there are no calls in the system, one car is automatically dispatched to the elevator discharge level (home car), park other car (free car) at its last stop above elevator discharge level.
    - b) An idle free car answers call above or below it, except calls at main or Basement landings (where applicable).
    - c) When free car travels to main landing in response to a car call, it becomes home car and former home car travels to a middle floor above main landing and becomes the free car.
    - d) When free car is responding to calls, home car shall respond to the following:
      - 1) Up calls below UP traveling free car.
      - 2) All Up and Down calls behind DOWN traveling free car.
      - 3) Any hall calls registered when free car is delayed in its normal operation for a predetermined period.
    - e) When both cars are responding to registered car and hall calls, the first car to complete its calls becomes the assigned home car, and is dispatched automatically to the Main Landing.
    - f) Only one car responds to each hall call.

9. If either car is removed from service, the other car responds to all registered hall calls and its own car calls.
  10. Car and Hall Lanterns:
    - a) Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
    - b) Visual signal remains active from commencement of door opening until doors are completely closed.
- D. Two-Button Group Operation, Cars 1-2:
1. Elevators operate via momentary pressure buttons to:
    - a) place hall call by selecting direction of travel at each hall landing (up and down buttons at each intermediate landing, single buttons at each terminal landing).
    - b) place car call by selecting destination floor from inside the car (individual buttons for each floor served).
  2. Operate cars as a group, capable of balancing service and providing continuity of group operation with one or more cars removed from the system.
  3. Group control and supervisory system determines traffic levels and peak traffic conditions by continuously monitoring:
    - a) Quantity, location, and duration of hall calls.
    - b) Weight of current load in the elevator.
    - c) Anticipated time to respond to previously assigned car and hall calls.
    - d) Car speed and direction of travel.
  4. Car assignments in response to hall calls are reviewed a minimum of ten times per second and revised while cars in the group are stationary or in motion to achieve the shortest possible:
    - a) Estimated time for a car to arrive at a floor in response to hall calls.
    - b) Estimated transit time for passengers inside each car in the group.
  5. During peak traffic conditions priority is given to minimizing car arrival time in response to hall calls in the following order of priority:
    - a) Main Landing Demands (of any type or duration).
    - b) Long wait Down calls.
    - c) Long wait Up calls.
    - d) Up calls.
    - e) Long wait calls are those that have been registered for over thirty seconds.
    - f) Dynamic assignment of cars to serve specific floor zones is allowed to achieve required performance.
  6. Car and Hall Lanterns:
    - a) Lanterns provide audio and visual signal upon each stop, regardless of responding to car or hall call.
    - b) Visual signal remains active from commencement of door opening until doors are completely closed.
    - c) Hall lantern visual signal activates as soon as a car is assigned to respond a hall call and remains active until car doors are completely closed.



- E. Flood Operation, Cars 1-2:
  - 1. Activated by pit flood devices.
    - a) Upon activation, elevator(s) automatically recall to the first level located above the Design Flood Elevation.
    - b) Once car has arrived, doors open and remain open for the duration of the flood event.
    - c) Hall signage remains illuminated indicating that the elevator(s) is (are) out of service.
    - d) Elevator remains out of service until flood devices have been manually reset, and all damage to elevator, hoistway, or affected components, have been fully evaluated and/or repaired, as needed.
  - 2. In Special Flood Hazard Areas, designated fire emergency recall landing is the next available landing above the Design Flood Elevation.
  
- F. Standby or Emergency Power Operation, Cars 1-2:
  - 1. The terms Standby Power and Emergency Power are both referred to as Emergency Power in this Section. Elevator operation is the same when either is provided.
  - 2. Where emergency power is provided to the elevator main disconnects and required by the Building Code the elevator installation shall comply with the Emergency Power Operation requirements of ASME A17.1 as modified by any superseding Building Code requirements.
  - 3. Where emergency power is not provided, all elevator controller software and sequencing capabilities to allow future emergency power operation shall be included in the elevator control systems based on the applicable code requirements for new buildings in effect at the time of project permit application.
  - 4. Operation is activated by a signal from an Automatic Transfer Switch (ATS) to elevator controls indicating the Emergency power source is operational.
    - a) Start and run one car in each group and any single car simultaneously at contract car speed and capacity.
    - b) Illuminate "ELEVATOR EMERGENCY POWER" signals.
  - 5. Automatic Selection and Return to Designated Landing: Provide automatic selection and return to designated landing for all elevator banks and single elevators in the building.
  - 6. Intergroup and single car Emergency Power Operation:
    - a) Elevator systems shall be designed to sequentially recall one elevator at a time in one bank and/or each single elevator at time. When all elevators in the first bank are recalled and parked, that control system shall communicate with the elevator control system for the next bank of elevators to commence automatic selection and return to designated landing operation until all elevators in the building are at their designated return landings with the doors open.
    - b) Once all elevators have completed the return sequence one or more individual elevators shall be returned to service.
  - 7. Restoration of Normal Power:
    - a) At least 20 seconds prior to transfer from emergency power to normal power at the ATS, a pre-transfer signal is supplied to the elevator control system from the ATS.
    - b) Elevators operating on emergency power stop at the next available landing and remain there until normal power is restored.
  
- G. Battery Rescue Operation:

1. Upon loss of normal power automatically lower the car to the nearest landing depending on the load in the car.
  2. Upon arrival at the landing, the elevator doors shall open automatically and remain open until regular door time has expired; the elevator shall then be removed from service.
  3. Upon restoration of normal power, the elevator shall automatically resume normal operation.
- H. Firefighters' Emergency Operation: Provide equipment and operation in accordance with applicable code requirements. Replace all Firefighters Emergency Operation key switches that control non-modernized elevators in this building to match modernized elevators when first car in group is returned to service.
- I. Battery Backup Operation for Emergency Lighting, Communication, and Alarm:
1. Car mounted battery unit with solid-state charger to operate alarm bell, car emergency lighting, and voice communication system.
    - a) Car lighting and communication shall be provided with a minimum of 4 hours of operation on back-up power during a loss of normal power, and a minimum of 1 hour of operation for car-mounted alarm, and any remote alarm mounted at the designated floor level.
    - b) Battery to be rechargeable with minimum five-year life expectancy.
    - c) Provide constant pressure test button in service compartment of car operating panel.
    - d) Provide lighting integral with portion of normal car lighting system.
- J. Emergency Car Communication System Operation:
1. Comply with all requirements of ASME A17.1 2019 and IBC 2018 , or later editions if adopted by the Authority Having Jurisdiction.
  2. Hands-Free Phone System:
    - a) In Car System:
      - 1) Hands-free two-way audio communication system in each elevator car.
      - 2) Automatic dialer to include automatic rollover capability if call is not answered with minimum two numbers.
      - 3) Intercom type systems shall be capable of auto dialing out of the building to any active telephone number selected by CHFA if intercom call is not answered.
      - 4) Means to identify building and car for Authorized Personnel and Emergency Personnel on demand.
      - 5) Activated by button in car identified with "PHONE" symbol or by external telephone call.
      - 6) Adjacent light jewel illuminates and flashes when call is acknowledged.
    - b) Authorized Personnel Communication:
      - 1) Communication system allows authorized personnel, via phone or intercom system, inside the building or at an outside location, to establish verbal communications with each elevator individually.
      - 2) Provide car interior display video capability for entrapment assessment.
    - c) Communication for Deaf, Hard of Hearing and Speech Impaired:
      - 1) Means for non-verbal communication between passengers inside the elevator car and Authorized Personnel and Emergency Personnel inside or outside of the building.

- 2) System allows for in car video display of custom or preselected text messages generated by Authorized Personnel or Emergency Personnel.
- 3) Passengers inside the elevator car respond to text messages via “Yes” and “No” buttons that generate a visible indication at the location monitored by the Authorized/Emergency Personnel.

## PART 4 – ELEVATOR ALTERATIONS

ALTERATION SUMMARY		
CARS 1 and 2	EXISTING INSTALLATION	MODERNIZED INSTALLATION
Capacity:	2100 lbs.	2100 lbs.
Class of Loading:	Class C1	Class C1
Duty Type:	Passenger	Passenger
Contract Speed:	150 fpm	150 fpm
Hydraulic Jack Type:	In Ground	In Ground
Machine Type:	Dry Type Power Unit	Dry Type Power Unit
Machine Location:	Adjacent at floor 1	Adjacent at floor 1
Operation Control:	Two-Button Selective Collective	Two-Button Selective Collective
Floors Served:	Front 1-3	Front 1-3
Total Entrances:	Front 1-3	Front 1-3
Car Entrance Type:	Single Speed Side Opening (SSSO)	Single Speed Side Opening (SSSO)
Hoistway Entrance Type:	Single Speed Side Opening (SSSO)	Single Speed Side Opening (SSSO)
Entrance Size:	36" Wide x 84" (7'-0") High	36" Wide x 84" (7'-0") High
Minimum Clear to Underside of Canopy:	96" High ( Field verify)	96" High ( Field Verify)

### 4.1 MACHINE ROOM EQUIPMENT

- A. Provide and arrange equipment in existing machine room spaces.
- B. Identification: Permanently identify (painted on or securely attached) machine room equipment with minimum 3" characters corresponding to elevator identification.
  1. Driving machine (Power Unit).
  2. Controller.
  3. Main line disconnect switch.
  4. Elevator hoistway pit equipment.
- C. Hydraulic Machine (Power Unit):

1. Retain:
  - a) Restore, clean and paint to function and appear in like new condition.
  - b) Drain, flush and provide new hydraulic oil.
  - c) Cost of removal and disposal of hydraulic fluid is included in the Contractor scope of work
- D. NEW Motor Starter:
  1. Soft start type unit including:
    - a) Integral electronic overload protection.
    - b) Integral bypass.
- E. Muffler:
  1. Retain (Base Scope)
  2. NEW (See ALTERNATE #1)
    - a) In discharge oil line near pump unit.
      - 1) Design shall dampen and absorb pulsation and noise in the flow of hydraulic fluid.
- F. Piping and Oil:
  1. Retain (Base Scope)
  2. NEW (See ALTERNATE #1)
    - a) All piping, connections and oil required for the elevator system.
    - b) Buried piping shall be secondarily contained with watertight Schedule 80 PVC sleeves between elevator machine room and pit.
    - c) A minimum of two sound isolation couplings shall be provided between the pump unit and oil line and the oil line and jack unit.
    - d) Provide 2-90° joints to reduce vibration and create wave diffraction.
    - e) Provide isolated pipe stands or hangers.
- G. Shut-Off Valve:
  1. Retain (Base Scope)
  2. NEW (See ALTERNATE #1)
    - a) Oil line shut off valve in the machine room or accessible from outside the hoistway.
    - b) Second valve in pit adjacent to jack unit.
- H. NEW Battery Rescue System:
  1. Auxiliary power source shall be provided via 12-volt D.C. battery units installed in machine room or controller space.
  2. Include solid-state charger and testing means mounted in a common metal container.
  3. Battery to be rechargeable lead acid or nickel cadmium with a ten-year life expectancy.
- I. NEW Controller: UL/CSA labeled.
  1. Compartment: Securely mount all assemblies, power supplies, chassis switches, relays, etc., on a substantial, self-supporting steel frame. Completely enclose equipment with covers. Provide means to prevent overheating.

2. Relay Design: Magnet operated with contacts of design and material to insure maximum conductivity, long life, and reliable operation without overheating or excessive wear. Provide wiping action and means to prevent sticking due to fusion. Contacts carrying high inductive currents shall be provided with arc deflectors or suppressors.
  3. Microprocessor-Related Hardware:
    - a) Provide built-in noise suppression devices providing a high level of noise immunity on all solid-state hardware and devices.
    - b) Provide power supplies with noise suppression devices.
    - c) Isolate inputs from external devices (such as pushbuttons) with opto-isolation modules.
    - d) Design control circuits with one leg of power supply grounded.
    - e) Safety circuits are not to be affected by accidental grounding of any part of the system.
    - f) System automatically restarts when power is restored.
    - g) System memory is retained in the event of power failure or disturbance.
    - h) Equipment is provided with Electro Magnetic Interference (EMI) shielding within FCC guidelines.
  4. Wiring: CSA labeled copper for factory wiring. Neatly route all wiring interconnections and securely attach wiring connections to studs or terminals.
  5. Permanently mark components (relays, fuses, PC boards, etc.) with symbols shown on wiring diagrams.
- J. Auxiliary disconnect: Provide controller or power unit mounted auxiliary, lockable "open," disconnect if mainline disconnect is not in sight of controller and/or machine.

#### 4.2 HOISTWAY AND PIT EQUIPMENT

- A. Provide and arrange equipment in existing hoistway spaces.
- B. Hydraulic Jack Assembly: NEW, (See ALTERNATE #1)
  - a) Single jack in ground application.
  - b) Cylinders:
    - 1) Seamless steel pipe.
    - 2) Design head to receive unit-type packing and provide means to collect oil at cylinder head and return automatically to oil reservoir.
    - 3) Design shall include:
      - (a) Secondary containment/cylinder protection.
      - (b) Head assembly access ladders and platforms.
      - (c) Cylinder stabilizer bracketing between guide rails as required.
  - c) Plungers:
    - 1) Polished seamless steel tubing or pipe.
    - 2) If plunger length exceeds 24'-0", provide two or more sections not exceeding 16'-0" in length, or coordinate installation of longer unit at the jobsite.
    - 3) Join sections by internal threaded couplings.
    - 4) Multiple section jack units shall be factory polished while assembled and marked.

- 5) Isolate plunger from car frames.
- C. NEW Overspeed Valve:
  1. Pressure sensitive, mechanically actuated seismic safety valve.
  2. Connect valve directly to jack assembly oil inlet.
- D. NEW Jack Support and Shut-Off Valves:
  1. Steel pit channels to support jack assembly and transmit loads to building structure.
  2. Manual shut off valves in oil lines adjacent to jack units in pit.
- E. Guide Rails:
  1. Retain:
    - a) Clean rails and brackets.
    - b) Remove rust.
    - c) Repaint non-machined surfaces.
    - d) Check and tighten all rail and bracket fastenings.
- F. NEW Buffers, Car:
  1. Spring type with blocking and support channels.
  2. Provide sign in pit indicating designed counterweight runby.
- G. Access Ladders and Platforms: Provide permanent buffer and car safety access ladders and platforms if required to comply with Code requirements.
- H. Pit Flood Devices:
  1. Provide float-activated switches in each single climb-in elevator pit or lowest point of each end of common climb-in pit.
  2. Activation of pit float switch initiates Flood Operation.
- I. NEW Terminal Stopping Devices:
  1. Normal and final devices.
- J. Electrical Wiring and Wiring Connections:
  1. Conductors and Connections:
    - a) Copper throughout with individual wires coded and connections on identified studs or terminal blocks.
    - b) Use no splices or similar connections in wiring except at terminal blocks, control compartments, or junction boxes.
  2. Conduit:
    - a) Galvanized steel conduit, EMT, or duct.
    - b) Flexible conduit length not to exceed 3'-0".
  3. Traveling Cables:
    - a) Provide 12 twisted shielded pairs in addition to wires needed to connect specified items and code required spares.
    - b) Tag spares in controller space.

- c) Provide cables from controller to car top.
- 4. Auxiliary Wiring:
  - a) Provide conduit, wiring, connections, and machine room demarcation junction boxes for:
    - 1) Fire alarm initiating devices.
    - 2) Emergency two-way communication system.
    - 3) Security video camera.
    - 4) In car digital video displays.
    - 5) Security system and card reader interface terminals and relays.

#### 4.3 HOISTWAY DOOR OPERATING EQUIPMENT

- 1. Door Tracks, Hoistway:
  - a) Retain:
    - 1) Clean and sand for quiet operation.
- 2. Hoistway Door Interlocks and Pick-up Roller Assemblies:
  - a) Rebuild existing door interlocks with new Dover OEM components.
  - b) Retain existing door pick up roller assemblies and refit with new OEM style rollers:
    - 1) Clean and adjust for smooth and quiet mechanical close of doors.
  - c) NEW:
    - 1) Spring activated spirator type.
- 3. Hoistway Door Unlocking Devices:
  - a) Retain:
    - 1) Include all drilling and ACM containment on existing door panels.
    - 2) Unlocking device including new escutcheon at all floors.
      - (a) Finish to match adjacent door panel surface.
- 4. NEW Hoistway Access Switches:
  - a) Top and bottom floors.
  - b) Mount in existing entrance frames
  - c) Provide switch with faceplate.
- 5. Door Interlocks:
  - a) Retain. Completely re-build with new Dover OEM quality door lock components.
- B. Floor Numbers: Stencil paint 4" high floor designations in contrasting color on inside face of hoistway doors or hoistway fascia in location visible from within car.

#### 4.4 HOISTWAY ENTRANCE FRAMES AND DOOR PANELS (See ALTERNATE #2)

- A. Provide and arrange equipment in same location as existing entrances.
- B. Passenger Elevator Entrance Frames:
  - 1. Retain:
    - a) Existing door panels and refit with new astragal:
      - 1) Centered at 60" above finished floor.

- 2) Located on both side jambs of all entrances.
- 3) Minimum 4" high.
- 4) Tactile marking indications shall be below Arabic floor designation.
- 5) Permanently fastened.
- 6) Provide plates at main egress landing with "Star" designation.
- b) Car identification plate with Braille:
  - 1) Mounted directly below floor designation/tactile marking plates.
  - 2) Located on both side jambs at Designated and Alternate levels.
  - 3) Finish and design to match floor designation/tactile marking plates.
- c) Designated Emergency Elevator, Cars 1 and 2:
  - 1) Provide "Star of Life" cast designation plates at height of 78"-84" above finished floor on both side jambs at all floors.
- d) Background of indication painted selected color in epoxy paint.
- e) Provide new door gibs with fire tabs at all floors.
  - 1) Minimum two gibs per panel, one at leading edge, and one at trailing edge of each panel.
  - 2) Provide code required door panel retainer mechanism on lower edge of door panel.
- f) door gibs.
- g) Architectural metal cladding shall wrap around leading and trailing edge of panel and return a minimum of 1/2" on rear side of leading edge of panel at all floors.
- h) Adjust panels to overlap the top and sides of the door opening and each other by not less than 5/8" when in the fully closed position.

C. Sight Guards:

1. Retain.

4.5 HOISTWAY ENTRANCE SILLS AND SUPPORT

A. Sill Supports, Hoistway Entrance:

1. Retain:
  - a) Check and tighten all fastenings.

B. Fascia, Toe Guards, and Hanger Covers:

1. Retain:
  - a) Replace damaged or missing sections.
  - b) Check and tighten all fastenings.
  - c) Paint/Stencil floor number on fascia or hoistway wall all floors visible where car doors are initially opened.

C. Struts and Headers:

1. Retain:
  - a) Check and tighten all fasteners.
  - b) Provide door open bumpers on entrances equipped with vertical struts.



#### 4.6 CAR EQUIPMENT

##### A. Frame:

1. Retain:
  - a) Check and tighten all fastenings.
  - b) Adjust as required for plumb and square alignment.

##### B. Platform:

1. Retain:
  - a) Adjust as necessary for plumb and level alignment.
  - b) Reinforce if required.
  - c) Check and tighten all fastenings.
  - d) Inspect after existing finished flooring is removed. Immediately notify CHFA and Consultant if any damage or deterioration requiring repairs is observed.
  - e) For flooring weight see Section 01 03 00, Allowances and Alternates.

##### C. NEW Platform Guard:

1. Extended platform guard with black enamel finish to meet Code requirements.
2. Minimum 0.059" (1.5 mm) thick steel, or material of equivalent strength and stiffness.
3. Reinforced and braced to front of car platform.
4. Provide guard extending below platform floor surface maximum distance allowable without contact with the pit floor or other obstruction when car is on fully compressed buffers.

##### D. Car Rail Guide Roller or Shoe Assemblies:

1. Retain:
  - a) Check and tighten all fastenings.
  - b) Replace all rollers or inserts.

##### E. NEW Top of Car Guardrail:

1. Provide car top railings where fall hazard exceeds 12".
2. Install guardrails, necessary hardware, and toe board to meet code requirements.

##### F. Car Top Control Station:

1. Mount to provide safe access and utilization while standing on car top.
2. Operating device with Up and Down direction buttons, a Run button, an Inspection/Automatic switch and Emergency Stop switch.
3. Operating device provides an audible and visible indicator that fire recall has been initiated.
4. Fix station to the car crosshead or provide portable station provided the extension cord and housing is permanently attached to the car crosshead.
5. The car will be operated by constant pressure on the appropriate directional button and the Run button simultaneously.
6. Normal operating devices will be inoperative while this device is in use.

##### G. Car Top Emergency Audible Signal:

1. Provide on top of each elevator.

2. Activation of Alarm Button or Emergency Stop switch will cause Emergency Audible Signal.
  3. Provide auxiliary power supply to provide 1-hr. power in the event of loss of normal power.
  4. Provide second alarm at pit level.
- H. Work Light and Duplex Plug Receptacle:
1. Work light on top and bottom of car.
  2. Car top light mounted to provide illumination of all car top equipment.
  3. GFCI protected duplex outlet. One (1) at top and one (1) at bottom of car.
  4. Include on/off switch and lamp guard.
- I. Car Sills – Passenger or Service Duty: (Base Scope)
1. Retain:
    - a) Clean full width.
    - b) Check and tighten all fastenings.
- J. Car Door Panels – Passenger or Service Duty:
1. Retain: (Base scope)
    - a) Retro-fit fire tabs.
    - b) Retrofit new dual gibs:
      - 1) One at trailing edge and one at leading edge of each panel
      - 2) Removable without panel displacement.
    - c) Adjust vertical and horizontal clearances to meet Code requirements.
  2. NEW: (See ALTERNATE #2)
    - a) Fully enclosed 16-gauge steel, sandwich construction without binder angles
    - b) Constructed with interlocking, stiffening ribs.
    - c) Leading edges of center-opening doors equipped with rubber astragals full height of panel.
    - d) Minimum of two gibs per panel, one at leading and one at trailing edge with gibs in the sill groove entire length of door travel.
    - e) Wrap Architectural metal cladding around leading and trailing edge of panel and return a minimum of 1/2" on rear side of leading edge of panel.
- K. Car Door Hangers – Passenger Duty:
1. Retain:
    - a) Modify to include door retainer mechanism to address failure of primary upper door panel guidance.
    - b) Replace all rollers and relating hardware with OEM quality rollers with neoprene roller surface to be approved by consultant.
    - c) Check and tighten all fastenings.
- L. Car Door Track – Passenger or Service Duty:
1. Retain:
    - a) Clean and sand for smooth, quiet operation.
    - b) New car door rollers of OEM quality to be approved by consultant.

- c) Check and tighten all fastenings.
  - d) Retrofit means to prevent hangers from overrunning ends of track.
- M. Car Door Header – Passenger or Service Duty:
  - 1. Retain:
    - a) Check and tighten all fastenings. Replace all relating devices.
- N. Car Door Closed Detection:
  - 1. SIL rated device to detect closed position of car doors.
  - 2. Design and operation to comply with ASME A17.1 2019 or later edition.
- O. Car Door Interlock:
  - 1. Mechanical door interlock device to prevent:
    - a) Machine operation or power door opening outside of door zone.
    - b) Manual door opening from inside car outside of door zone.
  - 2. Design and operation to comply with ASME A17.1 2019 or later edition.
- P. NEW Car Door/Gate Electrical Contact:
  - 1. Prohibit car operation unless car door or gate is closed.
- Q. NEW Door Clutch – Passenger or Service Duty:
  - 1. Heavy-duty clutch, linkage arms, drive blocks and pickup rollers or cams to provide positive, smooth, quiet door operation.
  - 2. Design clutch so car doors can be closed, while hoistway doors remain open.
  - 3. Clutch remains engaged with hoistway door interlock rollers allowing power close of hoistway doors to fully closed and locked position.
- R. NEW Restricted Opening Device:
  - 1. Restrict opening of car doors to Code required limit outside unlocking zone.
  - 2. Adjust for smooth and quiet operation with operating noise undetectable from inside any car or outside of the hoistway.
  - 3. Plunger type restrictors not acceptable.
  - 4. Mechanical angle to prevent door opening is acceptable.
- S. NEW Passenger Door Operator:
  - 1. High-speed, heavy-duty door linear type operator capable of opening doors at no less than 2.5 fps.
  - 2. Accomplish reversal in no more than 2½" of door movement.
  - 3. Solid-state door control with closed loop circuitry to constantly monitor and automatically adjust door operation based upon velocity, position, and motor current.
  - 4. Maintain consistent, smooth, and quiet car door operation at all floors, regardless of door weight or varying air pressure.
- T. NEW Passenger Door Reopening Device:
  - 1. Black fully enclosed infrared device with full screen infrared matrix or multiple beams extending vertically along leading edge of each door panel to minimum height of 7'-0" above finished floor.
  - 2. Integral device to detect passenger or vehicle approach from elevator lobby.

3. Extended housing, lens, and additional beams full height of door panels.
- U. NEW Car Operating Panel:
- a) Cars 1-2:
  - b) One (1) car operating panel(s) per car.
  - c) Integral with swing-type return panel).
  - d) Metal box containing operating fixtures mounted behind the car return panel.
    - 1) Vandal resistant.
  - e) Provide Exposed Pushbuttons to Initiate:
    - 1) Car call registration.
    - 2) Alarm.
    - 3) Door open.
    - 4) Door close.
    - 5) Emergency push-to-call communication.
  - f) Pushbuttons:
    - 1) Provide minimum 3/4" diameter raised floor pushbuttons which illuminate to indicate call registration.
    - 2) Brushed stainless buttons with illuminated LED halo.
    - 3) Include 5/8" high floor designation on face of pushbutton.
    - 4) Locate operating controls no higher than 48" above the car floor; no lower than 35" for emergency push-to-call button and alarm button.
    - 5) Identify buttons with cast tactile symbols surface mounted.
  - g) Locked Firefighters' Emergency Operation Panel:
    - 1) Openable by the same key which operates the Fire Operation switch.
    - 2) Including the following features:
      - (a) Phase II fire access switch.
      - (b) Firefighters' visual indication.
      - (c) Call cancel button.
      - (d) Stop switch, manually operated.
      - (e) Door open button.
      - (f) Door close button.
      - (g) Floors served signage.
  - h) Service Compartment:
    - 1) Provide lockable service compartment with recessed flush door.
    - 2) Door material and finish to match car return panel or car operating panel faceplate.
    - 3) Include Integral flush window for displaying the elevator operating permit on inside surface of door.
    - 4) Include the following controls in lockable service cabinet with function and operating positions identified by permanent signage or engraved legend:
      - 5) Access switch.

- (a) Light switch.
  - (b) Three position exhaust blower switch.
  - (c) Independent service switch.
  - (d) Constant pressure test button for battery pack emergency lighting.
  - (e) 120-volt, AC, GFCI protected electrical convenience duplex outlet.
  - (f) Card reader override switch.
  - (g) Switch to select either floor voice annunciation, floor passing tone, or chime.
  - (h) Car lighting dimmer switch.
  - (i) Auxiliary light switch.
  - (j) Keyed stop switch.
- i) Provide black paint filled (except as noted), engraved, or approved etched signage as follows with approved size and font:
- 1) Phase II firefighters' operating instructions on inside face of firefighters' compartment door.
  - 2) Engrave filled red firefighters' operation on outside face of compartment door.
  - 3) Building identification car number above car operating panel(s).
  - 4) "No Smoking" above car operating panel(s).
  - 5) Car capacity in pounds on main car operating panel(s).
  - 6) Loading classification and description on main car operating panel(s).
  - 7) Number of allowable passengers.
- V. NEW Lobby/Proximity Reader Security Provisions, Cars 1-2:
- 1. Mount reader unit in lobby as directed by CHFA .
  - 2. Cross connect from car pushbuttons to control module in machine room.
  - 3. Reader control unit, mounting brackets, wiring materials, logic circuits, etc., provided by others.

#### 4.7 COMMUNICATION

##### A. Car Communication System:

- 1. Hands free two-way communication instrument in car:
  - a) Mounted behind car operating panel.
  - b) Button on car operating panel to initiate two-way communication from Car.
  - c) Match car operating panel pushbutton design.
  - d) System includes:
    - (a) Auto dialer.
    - (b) Speaker.
    - (c) Microphone.
    - (d) Adjacent light jewel that illuminates and flashes when call is acknowledged.
    - (e) Call button tactile symbol, engraved signage, and Tactile marking adjacent to button mounted integral with car front return panel.
    - (f) Rechargeable back-up battery and charging system.
    - (g) Wiring and connections between all devices inside the car and the elevator controller.

2. Communication for Deaf, Hard of Hearing and Speech Impaired:
  - a) Device inside car to allow text communication between passengers in the car and Authorized and Emergency Elevator Personnel. System includes:
    - 1) Video screen inside car to display text messages.
    - 2) Separate pushbuttons labeled “yes” and “no”.
      - (a) Locate on the same car operating panel as the call button for the hands free communication device.
  - b) Support dedicated emergency communications video camera inside the elevator.
    - 1) Mount to capture view of all passengers in the cab.
  - c) Device is located on the same car operating panel as the phone pushbutton.
  - d) Provide shielded twisted pair wiring to communicate to machine room or equipment space network box.
3. Remote Video Monitoring System:
  - a) Includes all wiring, conduit, fiber optic strands, encoders, routers, internet connections, cloud-based services required to allow Authorized Personnel to access video signal.
4. Emergency Personnel Communication:
  - a) Communication system allowing emergency personnel inside the building to establish audio and non-verbal (text) communications with each elevator individually.
  - b) Adjacent light jewel shall illuminate and flash when call is acknowledged.
  - c) Provide operating instructions on communications system.
  - d) Provide capability to verbally<>and non-verbally communicate with and obtain verbal <>and “Yes/No” non-verbal responses from passengers.
  - e) Dedicated emergency communications video camera inside the elevator.
    - 1) Mount to capture view of all passengers in the cab at any location on the cab floor.
    - 2) Provide video display integral with communication system capability for entrapment assessment.
    - 3) Include all equipment and materials required for video signal transmission from elevator car to emergency personnel communications stations location inside the building.

#### 4.8 CAR ENCLOSURE AND INTERIOR FINISHES

- A. Unless specifically identified as “Retain,” “Reuse,” or “Refurbish,” provide new equipment. Contractor may, with Consultant approval, provide new equipment in lieu of refurbishing existing. See Section 00 80 00, Supplemental Conditions.
- B. See Section 01 03 00, Alternates and Allowances, to include provisions for custom design options not included below.
- C. NEW Car Enclosure (Cab Shell):
  1. Enclosure Walls:
    - a) Reinforced 14-gauge steel formed panels with baked enamel interior finish as selected.
    - b) Reinforced 14-gauge textured stainless steel formed panels with light-proof joints.
    - c) Width of individual panels shall not exceed 18”.
    - d) Panels reinforced and braced to provide rigid structure and securely fastened to car platform.

- e) Apply sound-deadening mastic to exterior.
  - 2. Enclosure Canopy:
    - a) Reinforced 12-gauge steel formed panels with lockable, hinged emergency exit.
    - b) Interior finish white reflective baked enamel.
  - 3. Car interior to be as specified in ALTERNATE #2.
- D. Passenger and Service Car Fronts:
- 1. Car Front and Rear Returns:
    - a) Retain: (Base Scope)
      - 1) Check and tighten all fastenings.
      - 2) Modify for installation of new signal and pushbutton fixtures.
    - b) NEW: (See ALTERNATE #2)
      - 1) 14-gauge reinforced construction satin finish.
      - 2) Swing Type:
        - (a) Swing entire unit on substantial pivot points (minimum three) for service access to car operating panels.
        - (b) Locate pivot points to provide full swing of front return panel without interference with side wall finish or handrail.
        - (c) Secure in closed position with concealed three-point latch.
        - (d) Provide service compartment with recessed flush cover and cutouts for operating switches, etc.
  - 2. Front Transoms: (See ALTERNATE #2).
    - a) Retain:
      - 1) Check and tighten all fastenings. Base Scope
      - 2) Modify for installation of new signal and pushbutton fixtures. Base scope.
    - b) NEW:
      - 1) Full width of car enclosure.
- E. Passenger Car Interior Wall Finishes:
- 1. Retain: (Base Scope)
  - 2. NEW (See ALTERNATE #2).
    - a) Satin stainless steel finish metal reveal strips fastened to enclosure between and above panels.
- F. Cab Wall Base:
- 1. Retain. (Base scope)
  - 2. NEW (See ALTERNATE #2).
- G. Handrails:
- 1. Retain: (base scope)
    - a) Check and tighten all fastenings.
  - 2. NEW: (See ALTERNATE #2).
    - a) Minimum 1½" diameter Aluminum tubular grab bar across side and rear cab walls.

H. Steel Guardrails:

1. Retain:
  - a) Check and tighten all fastenings.
  - b) Bolt rails through car walls with bolt and captive nuts on exterior of wall panel sections on 18" centers.
  - c) Finish both upper and lower top edges with a 45-degree chamfered edge to eliminate collection of trash.
  - d) Return rail ends to car walls.

I. Lighting:

1. Retain. (Base scope)
2. NEW: (See ALTERNATE #2).
  - a) Included in allowance.
  - b) Coordinate with emergency lighting requirements.
  - c) Provide emergency lighting integral with portion of normal car lighting system.
  - d) Recessed LED down lights with on/off switch in car operating panel. Recess mount fixture flush with inside surface of car top. Provide steel guard on car top over fixture.

J. Suspended Ceiling:

1. Retain. (Base Scope)
2. NEW: (See ALTERNATE #2).

K. NEW Ventilation:

1. Two-speed type OE exhaust blower.
2. Three-speed type AA exhaust blower.
3. Mount to car canopy on isolated rubber grommets.
4. Meet noise requirements specified herein.

L. Car Finish Floor Covering:

1. Retain. (Base Scope)
2. NEW (SEE ALTERNATE #2):
  - a) Provided and furnished under other sections.
  - b) Passenger Cars 1-2: Accommodate a minimum 2" floor thickness.

M. Pads and [HOOKS OR BUTTONS], Cars 1-2:

1. Two pads covering side walls and adjacent front returns and one covering rear wall.
2. Provide cutouts to access main car operating panel.

4.9 HALL CONTROLS

A. Hall Pushbutton Station Fixtures:

1. Flush mounted pushbutton station fixtures with applied faceplate in existing hall button fixture location.
2. Provide any cutting and patching required.



3. Pushbuttons for each direction of travel which illuminate to indicate call registration. Provide LED illumination.
4. Approved engraved message and pictorial representation prohibiting use of elevator during fire or other emergency as part of faceplate.
5. Separate, engraved plate with approved engraved message and pictorial representation prohibiting use of elevator during fire or another emergency.
6. Pushbutton design to match car operating panel pushbuttons.
7. One (1) stations per group of elevators at all floors.
8. Lobby hall stations fully interfaced with building card reader access.

#### 4.10 CAR ARRIVAL AND TRAVEL DIRECTION SIGNALS

##### A. NEW Hall Direction Lantern:

1. Provide at each entrance to indicate travel direction of arriving car.
2. Illuminate up or down LED lights and sound tone once for up and twice for down direction prior to car arrival at floor.
3. Illuminate light until the car doors start to close.
4. Sound level shall be adjustable from 20-80 dBA measured at 5'-0" in front of hall control station and 3'-0" off floor.
5. Provide advanced predictive hall lantern notification to comply with ADA hall call notification time.
6. Provide adjustable car door dwell time to comply with ADA requirements relative to hall call notification time.
7. Hall direction lenses shall be arrow shaped with faceplates.
8. Lenses shall be minimum 2½" in their smallest dimension.
9. Coordinate installation locations with Consultant .

##### B. NEW Hall Position Indicator:

1. Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 2½" high to indicate floor served and direction of car travel.
2. Provide only at lobby landing.

##### C. NEW Car Position Indicator:

1. LCD screen type.
2. Floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.
3. Vandal resistant fixture and faceplate.
4. Locate in swing car operating panel.
5. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.
6. Illuminate proper direction arrow to indicate direction of travel.

##### D. Digital Display with Car Position Indicator: (SEE ALTERNATE #3)

1. NEW:
  - a) CE Electronics, Elite PI, or approved equal 13" active-matrix color TFT type display in the main and auxiliary car stations.

- b) Display elevator position, direction of travel, and up to eight priority messages.
- c) Capable of displaying floor-based messages as well as scheduled messages in either text or graphic formats.
- d) Capable of indicating time, date, and temperature.
- e) Upper part of the screen reserved for always displaying car position and direction.
- f) All messages displayed on the lower part of the screen with space for four lines of approximately 18 characters per line; only one message displayed at a time.
- g) Priority override sequence.
  - 1) Assign a duration for each of the floor-based messages so that they are displayed one after another for the time intervals specified.
  - 2) When the car has committed to stop at a floor a directory, display a message shall be displayed overriding any floor-based message.
  - 3) While the car doors are open the directory, message is displayed with the triangle indicating the car's direction moving up or down.
  - 4) When the car doors close directory message disappears.
- h) Elevator display information is updated via a serial link.
- i) System updates use windows-based software to be provided to CHFA be able to be programed via a standard RS485 link, USB direct connection to be coordinated at time of submittal drawings, or Bluetooth connection.
- j) Display Abilities:
  - 1) User customized display layout.
  - 2) User choice of background colors.
  - 3) Choice of font style.
  - 4) Choice of different arrow styles.
  - 5) Choice of factory and customer designed graphic files.
  - 6) Remote display updates by choice of one or more displays.
- k) Interface display with the elevator control system to provide system-based messages for the following conditions at a minimum:
  - 1) Car position.
  - 2) Car direction of travel.
  - 3) Firefighters' service, Phase I.
  - 4) Independent service.
  - 5) Car-to-lobby activated.
  - 6) After hours.
  - 7) Earthquake alert.

E. Voice Synthesizer:

- 1. Provide electronic device with easily reprogrammable message and voice to announce car direction, floor, emergency exiting instructions, etc.

#### 4.11 CAR ARRIVAL AND TRAVEL DIRECTION SIGNALS

##### A. NEW Hall Direction Lantern

1. Provide at each entrance to indicate travel direction of arriving car.
2. Illuminate up or down LED lights and sound tone once for up and twice for down direction prior to car arrival at floor.
3. Illuminate light until car doors start to close.
4. Sound level shall be adjustable from the 20-80dBA measured at 5'-0" in front of hall control station and 3'0" off floor.
5. Provide advanced predictive hall lantern notification to comply with ADA hall call notification time.
6. Provide adjustable car door dwell time to comply with ADA requirements relative to hall call notifications time.
7. Hall direction lenses shall be arrow shaped with faceplate.
8. Lenses shall be minimum 2-1/2" in their smallest dimension.
9. Coordinate installation locations with CHFA.

##### B. NEW Hall Position Indicator

1. Alpha-numeric digital indicator containing floor designations and direction arrows a minimum of 2-1/2" high to indicate floor served and direction of car travel.
2. Mount integral with hall lantern at main landing only.

##### C. NEW Car Direction Lantern:

1. Provide flush-mounted car lantern in all car entrance columns.
2. Illuminate up or down LED lights and sound tone once for up and twice for down direction.
3. Provide advanced hall lantern notification to comply with ADA hall call notification time.
4. Illuminate light until the car doors start to close.
5. Sound level shall be adjustable from 20-80 dBA at 5'0" in front of hall control station and 3'-0" off floor.
6. Car direction lenses shall be arrow shaped with faceplates.
7. Lenses shall be minimum 2-1/2" in their smallest dimension.

##### D. NEW Car Position Indicator:

1. Floor designations and direction arrows a minimum of 2" high to indicate floor served and direction of car travel.
2. Vandal resistant fixture and faceplate.
3. Locate in COP
4. When a car leaves or passes a floor, illuminate indication representing position of car in hoistway.
5. Illuminate proper direction arrow to indicate direction of travel.

#### 4.12 SIGNAL FIXTURE FACEPLATE FINISHES

##### A. All Fixtures:

1. Bronze satin finish.

##### B. Hall Lantern:

- 1. Bronze satin finish.
- C. Car Direction Lantern:
  - 1. Bronze satin finish.
- D. Car Position Indicator:
  - 1. Bronze satin finish.
- E. Hall Position Indicator:
  - 1. Bronze satin finish.
- F. Hoistway Access Switch:
  - 1. Bronze satin finish.
- G. Phase I Fire Service Key Switch:
  - 1. Bronze satin finish.
- H. Custom Design and Finishes:
  - 1. Selections to be determined (See ALTERNATE #2

#### 4.13 CLIENT INTERFACE TOOL

- A. Provide access to real-time data for elevators, including the following:
  - 1. Complete service history for all vertical transformation.
  - 2. Key performance indicators.
  - 3. Access to service request logs, disposition, and total downtime.
  - 4. Create service requests.
  - 5. View customer contracts.
  - 6. View and or accept Work Orders.
  - 7. Provide document repository.
- B. Data accessible from any device, including mobile.
- C. Confirm proper safeguards, protecting clients from malware and virus receipt.

#### 4.14 REMOTE MAINTENANCE (IOT)

- A. Enable component performance data capture of information provided through elevator monitoring systems.
- B. Perform data analysis to determine maintenance requirements and schedule those maintenance activities.
- C. Analyzed data shall not alleviate the need to provide maintenance and repairs in accordance with the Maintenance Control Program (MCP), specifically expand times or scheduling for maintenance tasks, but may reduce the timeframe between maintenance tasks as deemed necessary based on, but not limited to:
  - 1. Cycles.
  - 2. Voltages.
  - 3. Resistance.

4. Delay.
- D. System shall not allow remote maintenance or the ability to login remotely and affect changes to the operability of the elevator system.

## **PART 5 – EXECUTION**

### **5.1 SITE CONDITION INSPECTION**

- A. Prior to beginning installation of equipment, examine hoistway and machine room areas. Verify no irregularities exist which affect execution of work specified.
- B. Inform Consultant of any irregularities in writing prior to commencing work.
- C. Do not proceed with installation until work in place conforms to project requirements.

### **5.2 INSTALLATION**

- A. Install all equipment as follows:
  1. in accordance with Contractor’s instructions, referenced codes, specifications, and approved submittals.
  2. with clearances in accordance with referenced codes, and specifications.
  3. to be easily maintained and/or removed.
  4. to afford maximum accessibility, safety, and continuity of operation.
- B. Remove oil, grease, scale, and other foreign matter from the following equipment and apply one coat of field-applied machinery enamel.
  1. All exposed equipment and metal work installed as part of this work which does not have architectural finish.
  2. Machine room equipment, and pit equipment.
  3. Neatly touch up damaged factory-painted surfaces with original paint color.
  4. Protect machine-finish surfaces against corrosion.
- C. Paint machine room and pit floors.

### **5.3 FIELD QUALITY CONTROL**

- A. Work at jobsite will be checked during course of installation. Full cooperation with reviewing personnel is mandatory. Accomplish corrective work required prior to performing further installation.
- B. Perform complete “Acceptance” level pre-testing as specified in the latest edition of ASME A17.2 “Guide for Inspection of Elevators, Escalators, and Moving Walks” prior to Authority Having Jurisdiction witnessed acceptance testing. Complete any adjustments, repairs, or replacements necessary to achieve code compliant operation including but not limited to:
  1. Car emergency communications. Inform CHFA and Consultant of any noted failures of CHFA provided and maintained equipment or systems.
  2. Car buffers.
  3. Phase I and II Firefighters’ Emergency Operation. Phase I initiated by smoke sensing devices.
  4. Power car door operation including door closing force, reopening device, and restricted opening.

- 5. Compensation members.
  - C. Have Code Authority acceptance inspection performed and complete corrective work.
  - D. Provide access to installed equipment and elevator personnel assistance for Consultant's final observation and review requirements.
- 5.4 ADJUSTMENTS
- A. Static balance car to equalize pressure of guide shoes on guide rails.
  - B. Verify that weights of existing or altered cars do not exceed total weights indicated on approved submittals. See Section 01 30 00, Submittals.
  - C. Lubricate all equipment in accordance with Contractor's instructions.
  - D. Adjust motors, power conversion units, brakes, controllers, leveling switches, limit switches, stopping switches, door operators, interlocks, and safety devices to achieve required performance levels.
- 5.5 CLEANUP
- A. Keep work areas orderly and free from debris during progress of project. Remove packaging materials daily.
  - B. Elevator hoistways and all equipment therein shall be cleaned and left free of rust, filings, welding slag, rubbish, loose plaster, mortar drippings, extraneous construction materials, dirt, and dust, including walls, building beams, sill ledges, and hoistway divider beams.
  - C. Care shall be to not to mark, soil, or otherwise deface existing or new surfaces. Clean and restore such surfaces to their original condition.
  - D. Clean down surfaces and areas which require final painting and finishing work. Cleaning includes removal of rubbish, broom cleaning of floors, removal of any loose plaster or mortar, dust, and other extraneous materials from finish surfaces, and surfaces which will remain visible after the work is complete.
  - E. Paint machine room floors.
  - F. Remove all loose materials and filings resulting from work.
  - G. Clean machine room equipment and floor.
  - H. Clean car, car enclosure, entrances, operating and signal fixtures.
- 5.6 FINAL COMPLIANCE REVIEW
- A. See SECTION 01 70 00 – FINAL CONTRACT COMPLIANCE REVIEW.

END OF SECTION

**Exhibit A**  
**Representations and Certifications**

Request for Proposal: Elevator Modernization

Proposer: \_\_\_\_\_

Submission Date: \_\_\_\_\_, 2025

---

*Ethics.* Proposer hereby acknowledges receipt of the CHFA Ethics Statement and a summary of the state ethics laws and hereby represents, warrant and certifies to CHFA that throughout the term of any contract or agreement awarded in connection with the Request for Proposal, the Proposer will comply with the applicable requirements of Chapter 10 of the Connecticut General Statutes, as amended and set forth on **Exhibit C**, attached hereto and made a part hereof.

*Gift and Campaign Contributions; Connecticut General Statutes §4-252. Notice: CHFA shall not award or enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §4-252.* Proposer hereby represents, warrants and certifies to CHFA that:

(1) no gifts were made by: (A) Proposer, (B) any principals and key personnel of Proposer, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of Proposer or principals and key personnel, who participate substantially in preparing bids, proposals or negotiating state contracts to (i) any public official or employee of CHFA soliciting bids or proposals for a contract, who participates substantially in preparation of bid solicitations or requests for proposals for a contract or the negotiation or award of a contract, or (ii) any public official or state employee of any other state agency who has supervisory or appointing authority over CHFA;

(2) no such principals and key personnel of Proposer or agent of Proposer or principals and key personnel, knows of any action by Proposer to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of Proposer to provide a gift to any such public official or state employee; and

(3) Proposer is submitting bids or proposals without fraud or collusion with any person.

Entities Making Investments in Iran; Connecticut General Statutes §4-252a. Proposer hereby represents, warrants and certifies to CHFA that Proposer has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010 and Proposer has not increased or renewed such investment on or after said date. **Notice: CHFA shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the certification requirements set forth in Connecticut General Statutes §4-252a.**

Nondiscrimination; Connecticut General Statutes §4a-60 & Connecticut General Statutes §4a-60a. Proposer hereby represents, warrants and certifies to CHFA that the Proposer has a policy in place that complies with, and will remain in compliance with throughout the term of any contract or agreement awarded in connection with the Request for Proposal, to the extent applicable, the nondiscrimination requirements and warranties set forth in Connecticut General Statutes §4a-60(a)(1) and §4a-60a(a)(1), as amended.

**CHFA shall not award or enter into any contract or agreement with Proposer if Proposer has not included the nondiscrimination affirmation provision in the contract and otherwise complied with the requirements set forth in Connecticut General Statutes §4a-60 & §4a-60a.**

Consulting Agreements; Connecticut General Statutes §4a-81. **Notice: CHFA shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §4a-81.** Proposer hereby represents, warrants and certifies to CHFA that, to the extent any agreement or contract awarded in connection with the Request for Proposal has a total value of fifty thousand dollars or more in any calendar or fiscal year, no consulting agreement (as such term is defined in Connecticut General Statutes §4a-81(b)\*) has been entered into in connection with such agreement or contract, except as follows:

*(PLEASE CHECK APPROPRIATE BOX)*

No Consulting Agreements

**OR**

Itemized Consulting Agreements, as follows:

*(For each consultant, please list the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, indicate his or her former agency and the date such employment terminated)*

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_



*\*“consulting agreement” means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contracting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts and “consulting agreement” does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such affidavit is submitted in accordance with the provisions of §4a-81 of the Connecticut General Statutes.*

*Campaign Financing Contributions; Connecticut General Statutes §9-612(f) & (g).*

Proposer has delivered to CHFA a completed SEEC Form 10 Notice in accordance with Connecticut General Statutes §9-612(g)(1), a copy of which can be obtained at the following internet link: [https://seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](https://seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf)

Proposer hereby represents, warrants and certifies to CHFA:

(1) that Proposer has received a copy of the written notice advising state contractors and prospective state contractors of the contribution and solicitation prohibitions set forth in Connecticut General Statutes §9-612(f)(2)(A) & (B);

(2) that the Proposer has not made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be violation of Connecticut General Statutes §9-612(f)(2)(A) & (B) without mitigating circumstances having been found to exist concerning such violation; and

(3) Proposer’s chief executive officer or authorized signatory of this Request for Proposal submission has completed and delivered to CHFA the State of Connecticut Campaign Contribution Certification in accordance with Connecticut General Statutes §9-612, set forth on **Exhibit B**, attached hereto and made a part hereof.

***Notice: CHFA shall not enter into any contract or agreement with Proposer if Proposer fails to make and comply with the representation requirements set forth in Connecticut General Statutes §9-612.***

**Each approved firm agrees that it will execute a contract satisfactory to CHFA which includes representations and certifications, similar to those agreed upon herein, to comply with the provisions of Connecticut General Statutes applicable to contracts with CHFA.**

***Notice: All representations, warranties and disclosures contained above are sworn as true to the best knowledge and belief of the below authorized signatory and any false statements made herein are punishable under the penalty for false statement set out in §53a-157b of the Connecticut General Statutes.***

PROPOSER:

[ENTITY NAME]

By: \_\_\_\_\_

Name:

Title:

Sworn and subscribed before me on this \_\_\_\_ day of \_\_\_\_\_, 2025.

\_\_\_\_\_  
Notary Public/Commissioner of the Superior Court

**Exhibit B**

OPM Form 1



**STATE OF CONNECTICUT  
CAMPAIGN CONTRIBUTION CERTIFICATION**

*Written or electronic certification to accompany a bid or proposal or a non-competitive contract with a value of \$50,000 or more, pursuant to C.G.S. § 9-612.*

**INSTRUCTIONS:**

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of submission of your bid or proposal (if no bid or proposal– submit this completed form with the earliest submittal of any document to the state or quasi-public agency prior to the execution of the contract), and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier.

**Check One:**

**Initial Certification**

**Updated Certification because of change of information contained in the most recently filed certification**

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

**I certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of subdivision (2) of subsection (f) of Section 9-612 of the General Statutes, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.**

**All Campaign Contributions on behalf of any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for, the benefit of such candidate, for a period of four years prior to signing the contract or date of the response to the bid, whichever is longer, include:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

\_\_\_\_\_  
**Printed Contractor Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_ My Commission Expires



# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 1 of 3



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

### *Acknowledgement of Receipt of Explanation of Prohibitions for Incorporation in Contracting and Bidding Documents*

This notice is provided under the authority of Connecticut General Statutes § 9-612 (f) (2) 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 or 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 the 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.

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 2 of 3



## 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 return of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, 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 under this chapter, (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, (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this subdivision, or (v) mere attendance at a fundraiser.

“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.

# SEEC FORM 10

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

Rev. 07/18

Page 3 of 3



## ACKNOWLEDGEMENT OF RECEIPT

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE (mm/dd/yyyy)

### NAME OF SIGNER

First Name	MI	Last Name	Suffix

### TITLE

### COMPANY NAME

Additional information may be found on the website of the State Elections Enforcement Commission,

[www.ct.gov/seec](http://www.ct.gov/seec)

Click on the link to "Lobbyist/Contractor Limitations"

## Instructions: CHFA Insurance Requirements

All contractors and vendors are required to provide proof of the required insurance coverage before entering the premises or commencing any work at any CHFA facility. Contractors and vendors must obtain, at their own expense, all the insurance required here, and acceptable evidence of such insurance must be properly furnished to, and approved by, CHFA.

All subcontractors are subject to the same requirements. It is the responsibility of the primary contractor or vendor to obtain acceptable evidence of insurance from subcontractors.

CHFA also requires that they be named as an additional insured on your general liability policy(ies). Your general liability policy must be endorsed with ISO Endorsement CG 20 10 (or equivalent) *or* ISO Endorsement CG 20 26 (or equivalent), *and* ISO Endorsement CG 20 37 (or equivalent) if so required. These form numbers must be specifically referenced on the certificate of insurance. If your insurance company uses a different form to provide CHFA with additional insured status on your policies, copies of those forms must be provided in advance with the insurance certificate for review and approval by CHFA. All coverage must be primary as to CHFA.

The proper name for the entity to be named as additional insured is: “Connecticut Housing Finance Authority, and/or related or affiliated entities.”

Evidence of compliance with these requirements is with the ACCORD form 25, “Certificate of Liability Insurance”, with 30 day notice of cancellation, plus copies of any required additional insured endorsements. Certificates should be sent to: Connecticut Housing Finance Authority, Attention: Shelly Mondo, 999 West St., Rocky Hill, CT 06067. Tel.: (860) 721-9501.

Current insurance certificates must be furnished to CHFA at all times. Replacement certificates must be furnished *prior to the expiration or replacement* of referenced policies.



Required (if checked)	Type of Insurance	Standard Requirement
√	<p><b>Commercial General Liability</b></p> <p><b>Contractors or service vendors:</b></p>	<p><b>\$1,000,000</b> per occurrence/ <b>\$2,000,000</b> aggregate bodily injury/property damage.</p> <p>The CGL policy must include coverage for:</p> <ul style="list-style-type: none"> <li>• liability from premises and operations.</li> <li>• liability from products or completed operations.</li> <li>• liability from actions of independent contractors.</li> <li>• liability assumed by contract.</li> </ul> <p>All coverage provided to CHFA under this section must be primary.</p> <p>CHFA must be named as “additional insured” on your CGL policy with ISO form CG 20 10 or CG 20 26 or equivalent</p> <p>CHFA must <i>also</i> be named as “additional insured” on your CGL policy with form CG 20 37 or equivalent</p> <p>The Aggregate limit must apply per job/project.</p> <p>Products/completed operations must be carried for 2 years after completion of job/acceptance by owner.</p>
√	<b>Automobile Liability</b>	<b>\$1,000,000</b> per accident for bodily injury/property damage, including hired & non-owned vehicles
√	<p><b>Workers' Compensation</b></p> <p><b>Employers Liability</b></p>	<p>Statutory coverage in compliance with compensation laws of the State of Connecticut.</p> <p><b>\$100,000</b> each accident, <b>\$500,000</b> Disease – Policy limit <b>\$100,000</b> each employee per policy period</p>
√	<b>Umbrella Liability</b>	<b>\$1,000,000</b> Excess over underlying limits described above.
√	<b>Professional Liability</b>	<b>\$1,000,000</b> per claim/ <b>\$1,000,000</b> aggregate

**Insurance Requirements**

Contractors or vendors working for and/or doing business with the Connecticut Housing Finance Authority (CHFA), or using CHFA facilities, shall agree as a condition of acceptance to furnish and perpetually maintain, at their own expense, for the duration of any project, work, contract or use of CHFA facilities the following policies of insurance covering the following items. Insurance must be primary and endorsed to be noncontributory by CHFA, must be written in an insurance company A.M. Best rated as “A-VII” or better, and CHFA must be endorsed to the policy as an additional insured (except Worker’s Compensation) unless this requirement is specifically waived in writing by CHFA. Contractors further agree that any subcontractor they intend to use on CHFA assigned work will be required to submit to the same indemnity and insurance requirements contained in this schedule. Contractor shall obtain insurance certificates stating that both Contractor and CHFA shall be endorsed to the subcontractor’s insurance policies as additional insured.

**Indemnification**

The contractor/vendor shall save harmless, indemnify, and in the event of claim, notification or suit will immediately defend CHFA and any related or subsidiary entities, their officers, employees and volunteers, from and against all loss, costs, damage, expense, claims or demands arising out of or caused or alleged to have been caused in any manner by the performance of work or use of facilities herein provided, including all suits, claims or actions of every kind or description brought against the CHFA either individually or jointly with the entity or organization for or on the account of any damage or injury to any person or persons or property, including the entity or organization’s employees or their property, caused or occasioned, or alleged to have been caused or occasioned in whole or in part by the entity or organization, including any subcontractor, their employees or agents.

**Certificates of Insurance**

Before starting any work, or commencing any use or occupancy of CHFA premises, the contractor or vendor shall furnish to CHFA a certificate of insurance indicating, specifically, the existence of those coverages and limits set forth as follows. CHFA must be named on the insurance certificate as “additional insured” for the coverage’s afforded, and a copy of the actual policy endorsement that adds CHFA as an additional insured must be attached to the certificate (Blanket additional insured endorsements are deemed acceptable). It is also the duty of contractor or vendor to provide renewal or replacement certificates and endorsements to CHFA upon renewal or new placement of any insurance policy which may expire or renew during the term of any project or engagement, and to give CHFA thirty (30) days notice of any cancellation or change in the terms of such policy or policies during the periods of coverage. Upon request of CHFA, the contractor or vendor shall furnish to CHFA for its examination and approval such policies of insurance with all endorsements, or copies thereof, certified by the agent of the insurance company.

The contractor or vendor agrees to forward a signed original of this Insurance Requirement signed by an authorized Officer or Agent for the contractor or vendor, to the care of: Connecticut Housing Finance Authority, **Shelly Mondo**, Contracts and Procurement Officer, 999 West St., Rocky Hill, CT 06067. Tel.: (860) 571-4285, Email: [shelly.mondo@chfa.org](mailto:shelly.mondo@chfa.org), as an acknowledgement and acceptance to the terms and conditions stated herein and prior to the commencement of any work being performed.

\_\_\_\_\_  
Signed by (contractor or vendor)

\_\_\_\_\_  
(type/print name of contractor or vendor)

\_\_\_\_\_  
Date

## Connecticut Housing Finance Authority Ethics Statement

The Connecticut Housing Finance Authority ("CHFA") was created in 1969 by the State legislature as a quasi-public agency of the State of Connecticut. Its purpose is to help alleviate the shortage of affordable housing for low and moderate-income families and persons in Connecticut, and when appropriate, to promote or maintain the economic development of the State through employer-assisted housing efforts.

CHFA administers a multi-billion dollar portfolio of housing related financing in the State resulting primarily from its loan programs for both single and multifamily housing. These programs are financed by the proceeds of tax exempt and taxable bonds issued by CHFA together with State funds it administers and its own funds. CHFA has significant interaction with the State and private financial markets and has relationships with both nonprofit and for profit developers of housing. It is important that the CHFA Board of Directors and its employees and persons doing business or seeking to do business with CHFA understand and comply at all times with CHFA's ethical standards in the performance of their duties and conduct of their business.

It is the policy of the Connecticut Housing Finance Authority that its employees and members of its Board of Directors will comply with all laws and regulations pertaining to the conduct of CHFA's business and administration of its programs and that they will do so with the highest standards of ethical behavior. Those with whom CHFA does business are expected to similarly comply with applicable laws and regulations and standards. Any breach or deviation from applicable laws and regulations or standards will result in appropriate disciplinary action including but not limited to termination of employment and sanctions as required by CHFA and state law.

The CHFA Board of Directors and all CHFA employees are subject to the Code of Ethics for Public Officials, Connecticut General Statutes Chapter 10, Part 1, § 1-79 through 1-89 as amended ("Code of Ethics") in the discharge of their duties, including, but not limited to, the following provisions:

- Gifts - In general, acceptance of gifts from anyone doing business with or seeking to do business with CHFA or from persons known to be a registered lobbyist or lobbyist's representative is prohibited
- Financial Benefit - use of office for financial benefit of the individual, certain family members or associated businesses is prohibited
- Outside Employment - outside employment which may impair independence of judgment or induce disclosure of confidential information is prohibited (Note: Connecticut General Statutes § 8-244(b) provides notwithstanding the provisions of any other law to the contrary, it shall not constitute a conflict of interest for a trustee, director, partner or officer of any person, firm or corporation, or any individual having a financial interest in a person, firm or corporation, to serve as a member of the authority, provided such trustee, director, partner, officer or individual shall abstain from deliberation, action or vote by the authority in specific respect to such person, firm or corporation.)
- Financial Disclosure - filing of financial disclosure statements with the State Ethics Commission is required by certain employees and the Board of Directors
- Post -State Employment - accepting employment with parties to contracts or regulated parties upon leaving CHFA is restricted (Note: Connecticut General Statutes § 1-84b(c) provides exceptions for members or former members of the boards or commissions who serve ex officio, who are required by statute to represent the regulated industry or who are permitted by statute to have a past or present affiliation with the regulated industry.)

Members of the Board of Directors and all CHFA employees are provided a copy of the Code of Ethics. Additionally, CHFA employees are subject to the provisions of the CHFA employee handbook as amended ("Employee Handbook") including, but not limited to:

- Provisions limiting conflicts of interest and requiring filing of a statement with the President-Executive Director regarding any outside employment (§107)
- Requiring gifts with a value of \$10 to be returned or directed to CHFA (§107)
- Prohibiting acceptance of meals or entertainment from those in a position to benefit from CHFA decisions, contracts or financing (§107)
- Limitations on outside employment including prohibiting conducting outside business or employment during working hours or using CHFA facilities or resources to conduct any business other than CHFA official business (§108)
- Requiring compliance with the Code of Ethics (§701)

Copies of this Ethics Statement, the Code of Ethics and Employee Handbook are provided to employees and to each new employee prior to the commencement of employment with CHFA. Employees are required to sign a statement acknowledging receipt of the Code of Ethics and Employee Handbook and agreeing to comply with their requirements.

Employees who leave CHFA are required to comply with the Code of Ethics provisions regarding post-employment and are reminded of these during an exit interview with CHFA's Human Resources staff.

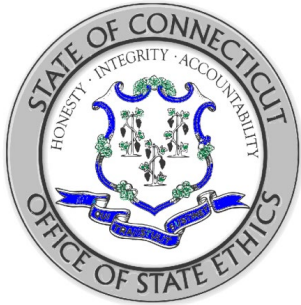
Breaches of any of the provisions of the Code of Ethics or Employee Handbook or other governing laws or regulations will result in disciplinary action up to and including dismissal, in addition to sanctions provided by state law.

CHFA has designated as its Ethics Liaison its General Counsel. The Ethics Liaison is an available resource to CHFA employees regarding statutory and regulatory compliance and questions regarding ethical standards; however, questions concerning the applicability or enforcement of the Code of Ethics are to be directed to the State of Connecticut Ethics Commission.

Persons doing business with or seeking to do business with CHFA will be provided with a copy of this Ethics Statement and are required to comply with the applicable provisions of the Code of Ethics and the Code of Ethics for Lobbyists, Connecticut General Statutes §§1-91 through 1-101 and other governing laws and regulations including, but not limited to:

- Restrictions on gift giving (§ 1-84(f),(m))
- Employment (§ 1-84(g), 1-84b(c)(3))
- Reporting (§ 1-84(o))

and are required to comply with requirements of Connecticut General Statutes §3-13j and §3-131 regarding disclosure of third party fees and finders fees and §§4-250 through 4-252 regarding affidavits and certifications for large state contracts.



# State Contractors Guide to the Code of Ethics



**Office of State Ethics**  
Peter Lewandowski, Executive Director

# State Contractors Guide to the Code of Ethics

## Contact Us



**Agency Address:** Connecticut Office of State Ethics  
165 Capitol Avenue  
Suite 1200  
Hartford, CT 06106

**Telephone:** 860-263-2400

**Facsimile:** 860-263-2402

**Website:** [www.ct.gov/ethics](http://www.ct.gov/ethics)

**Business Hours:** 8:00 am to 5:00 pm

**Specific E-mail Contacts:** For the timeliest responses, please be sure to direct your questions to the appropriate e-mail address; for example, with a question such as, "Can I accept this outside position with a vendor?" please be sure to send your query to [ethics.code@ct.gov](mailto:ethics.code@ct.gov)

- |   |  |
|---|--|
| <ul style="list-style-type: none"><li>➤ Legal Advice Regarding Code of Ethics</li><li>➤ Lobbyist Filing/Reporting Questions</li><li>➤ Public Official Filing/Reporting Questions</li><li>➤ Enforcement/Filing a Complaint</li><li>➤ All Other Inquiries</li></ul> | <ul style="list-style-type: none"><li><a href="mailto:ethics.code@ct.gov">ethics.code@ct.gov</a></li><li><a href="mailto:lobbyist.ose@ct.gov">lobbyist.ose@ct.gov</a></li><li><a href="mailto:sfi.ose@ct.gov">sfi.ose@ct.gov</a></li><li><a href="mailto:ethics.enforcement@ct.gov">ethics.enforcement@ct.gov</a></li><li><a href="mailto:ose@ct.gov">ose@ct.gov</a></li></ul> |
|---|--|

[Staff Phone Number Listing](#)

**TABLE OF CONTENTS**

<b>Office of State Ethics</b>	<b>2</b>
<b>The Big Picture</b>	<b>3</b>
<b>Conflicts</b>	<b>3</b>
General Statutes § 1-86e	3
General Statutes § 1-101nn	4
One More Conflict Rule (of limited applicability)	5
<b>Are You Required to Register as a Lobbyist?</b>	<b>6</b>
Exceptions to Administrative Lobbying	6
<b>Gifts</b>	<b>7</b>
Giving Gifts	7
Gift Exceptions	8
Gift Reporting	9
Accepting Gifts	9
<b>Necessary Expenses</b>	<b>10</b>
<b>Hiring Current or Former State Employees and Officials</b>	<b>11</b>
Former State Employees and Officials	11
Current State Employees and Officials	12
Other Outside Employment Considerations	12
<b>Other Considerations</b>	<b>13</b>
Contractual Representations Concerning State Ethics Laws	13
<b>Ethics Enforcement</b>	<b>14</b>

### OFFICE OF STATE ETHICS

Created on July 1, 2005, under Public Act [05-183](#), the Office of State Ethics (“OSE”) is an independent regulatory division of the Office of Governmental Accountability charged with administering and enforcing the Connecticut Codes of Ethics (“Ethics Codes”), which are found in Chapter 10 of the Connecticut General Statutes.

The OSE’s duties include educating all those covered by the Ethics Codes; interpreting and applying the Ethics Codes; investigating violations of, and otherwise enforcing, the Ethics Codes; and providing information to the public.

The OSE’s jurisdiction:

- |                 |   |
|-----------------|---|
| <b>Part I</b>   | Code of Ethics for Public Officials<br>General Statutes <a href="#">§§ 1-79</a> to <a href="#">1-90a</a>                                |
| <b>Part II</b>  | Code of Ethics for Lobbyists<br>General Statutes <a href="#">§§ 1-91</a> to <a href="#">1-101a</a>                                      |
| <b>Part III</b> | Lobbying: Miscellaneous Provisions<br>General Statutes <a href="#">§§ 1-101aa</a> and <a href="#">1-101bb</a>                           |
| <b>Part IV</b>  | Ethical Considerations Concerning Bidding and State Contracts<br>General Statutes <a href="#">§§ 1-101mm</a> to <a href="#">1-101rr</a> |

The OSE Executive Director has overall responsibility for the welfare and effectiveness of the OSE, which has three divisions, the legal division, the enforcement division, and the administrative division.

The OSE’s governing body is the Citizen’s Ethics Advisory Board (“CEAB”), which has nine members appointed by the Governor and legislative leadership. The CEAB holds monthly meetings that are open to the public. A schedule of CEAB meeting dates, times, and locations is available at [www.ct.gov/ethics](http://www.ct.gov/ethics).

CEAB Members:

- Attend monthly CEAB meetings
- Appoint and evaluate the Executive Director of the OSE
- Issue advisory opinions to persons subject to the Ethics Codes
- Serve as a Hearing Officer for non-confidential hearings held under the Uniform Administrative Procedures Act, General Statutes § [4-166](#) *et. seq.*
- Attend hearings to determine if violations occurred and, if so, assess penalties
- Attend special meetings if necessary
- Oversee legislative agenda



### THE BIG PICTURE

This guide is being published under General Statutes [§ 1-81b](#), which requires the OSE to provide a plain language summary of state ethics laws concerning (1) persons, firms and corporations submitting bids or proposals for state contracts, and (2) state contractors.

Like state employees and officials, state contractors are subject to the Ethics Codes, but in a more limited manner. That is, they are not, as [Advisory Opinion No. 99-26](#) puts it, “subject to the far more restrictive provisions . . . that apply to state employees and public officials,” but they are subject to certain “narrow constraints.”

As you read through this guide, be aware that these restraints, and those that apply to state employees and officials, were enacted to prevent persons from using their public position or authority for their own financial benefit, or for the financial benefit of certain others (for example, family members).

Also be aware that each state agency has its own ethics policy, which may be more restrictive than what follows, particularly concerning the types of benefits a state employee or official may accept from state contractors (and others).

### CONFLICTS

The Ethics Codes contain two primary conflict statutes that apply specifically to state contractors: General Statutes [§§ 1-86e](#) and [1-101nn](#).

#### GENERAL STATUTES § 1-86e

Section [1-86e](#) applies to any “person hired by the state as a consultant or independent contractor” and to any “person employed by such consultant or independent contractor.” Such persons may not do as follows:

- (1) Use the authority, or confidential information, provided under the contract to financially benefit the consultant or independent contractor, an employee of the consultant or independent contractor or a member of the immediate family of any such consultant, independent contractor or employee;
- (2) Accept another state contract which would impair the independent judgment of the consultant, independent contractor or employee in the performance of the existing contract; or
- (3) Accept anything of value based on an understanding that the actions of the consultant, independent contractor or employee on behalf of the state would be influenced. In addition, under § 1-86e (b), “[n]o person shall give anything of value to a person hired by the state as a consultant or independent contractor or an employee of a consultant or independent contractor based on an understanding that the actions of the consultant, independent contractor or employee on behalf of the state would be influenced.”



## State Contractors Guide to the Code of Ethics

---

Key points from [Advisory Opinion No. 99-26](#) concerning [§ 1-86e](#):

- Section [1-86e](#) is not intended to interfere with a contractor's business, but to prevent a private entity from using state money to, for example, hire immediate family members without appropriate state oversight.
- A conflict of interest exists only if there is a connection between the facts in question and the state money and authority granted to the independent contractor or consultant by contract.
- The term "independent contractor" does not apply just to individuals, but also to private agencies that contract with the state.
- If a state contractor wants to hire a family member to work under a state contract, the following procedure must be followed:
  1. The contractor must notify the contracting state agency in writing and demonstrate why the individual is appropriate for the job.
  2. The state agency must determine if the person is qualified for the job and whether the compensation is market rate; and if necessary, it may require the contractor to document a job search.

**NOTE:** *In an enforcement action, a former state contractor was alleged to have violated [§ 1-86e \(a\) \(1\)](#) by using confidential information gained under its contract with a state agency in its subsequent representation of clients before that agency. The contractor entered into a Consent Order with the OSE, agreeing to pay a \$10,000 penalty.*

### GENERAL STATUTES § 1-101nn

**Subsection (a)** of [§ 1-101nn](#) applies to persons who are, or are seeking to be:

- (1) Prequalified under General Statutes [§ 4a-100](#);
- (2) A party to a large state construction or procurement contract, as defined in General Statutes [§ 1-101mm \(3\)](#), with a state or quasi-public agency; or
- (3) A party to a consultant services contract with a state or quasi-public agency.

Such persons may not do as follows:

- (A) Solicit information from state officials or employees that is not available to other bidders;

---

## State Contractors Guide to the Code of Ethics

---

(B) Defraud the state (that is, charge a state or quasi-public agency for work not performed or goods not provided);

(C) Attempt to circumvent state competitive bidding and ethics laws; or

(D) Provide information about the person's donation of goods and services to state or quasi-public agencies in order to influence the award of a state contract.

**Subsection (b)** of § [1-101nn](#) applies to a more limited group: Any consultant that is hired by the state *to help plan a state contract*, and any “associated” businesses, as defined in General Statutes § [1-101mm \(1\)](#).

Under § [1-101nn \(b\)](#) neither the consultant nor any “associated” businesses may serve in the following roles with respect to the contract the consultant helped to plan:

- Consultant to any person seeking to obtain the contract,
- Contractor for the contract, or
- Consultant or subcontractor to the person awarded the contract.

**NOTE:** *If you are unsure whether § [1-101nn](#) applies to you, please contact the OSE, because any person found to have violated this section may be deemed a “nonresponsible bidder” by a state or quasi-public agency. General Statutes § [1-101nn \(c\)](#).*

### ONE MORE CONFLICT RULE (of limited applicability)

General Statutes § [1-84 \(n\)](#) bars the State Treasurer from doing business with an investment services firm whose political committee or principals have contributed to, or solicited contributions for, his exploratory or candidate campaign committee.

The prohibition applies during the term of office for which the candidate is campaigning, as well as for the remainder of an incumbent treasurer's term.

The prohibition applies only to contributions to the incumbent or victorious candidate for the office. [Advisory Opinion No. 2003-1](#).

### ARE YOU REQUIRED TO REGISTER AS A LOBBYIST?

With certain exceptions, efforts to obtain a state contract can be considered administrative lobbying, requiring registration as a client lobbyist.

**Client lobbyist:** Generally, an individual or entity that, on its own behalf, expends or agrees to expend \$3,000 or more in a calendar year for *administrative* and/or legislative lobbying and activities in furtherance of lobbying. General Statutes § [1-91 \(12\)](#).

**Lobbying:** Generally, communicating directly, or soliciting others to communicate, with any public official or his or her staff in the legislative or executive branch, or in a quasi-public agency, in an effort to influence legislative or *administrative action*. General Statutes § [1-91 \(11\)](#).

**Administrative action:** Any matter within a state or quasi-public agency’s jurisdiction—such as any action or nonaction concerning a contract. General Statutes § [1-91 \(1\)](#).

### Exceptions to Administrative Lobbying

The following activities are not considered administrative lobbying:

- Preparation of responses to an agency’s request for proposals (“RFP”). OSE Regs. § [1-92-42a \(e\) \(1\)](#).
- Communications strictly for informational purposes (e.g., to determine what agency contract proposals will be forthcoming). OSE Regs. § [1-92-42a \(e\) \(3\)](#).
- Communications by a vendor’s representative who acts as a *salesperson* and does not otherwise engage in administrative lobbying. General Statutes § [1-91 \(11\) \(B\)](#).
  - “Salespersons”: Generally, individuals who have a set territory they routinely cover, and who are not part of a company’s executive management. See [Advisory Opinion No. 95-11](#).

Thus, if your contact with state or quasi-public agencies is limited to responding to RFPs, or otherwise pursuing a contract through the **normal agency process**, then you are not required to register as a “client lobbyist.”

But you are “lobbying” if you go **outside the agency process** in trying to obtain a state contract. For example:

- Entertaining state employees and officials.
- Communicating with officials outside the agency (such as the Governor or legislators).
- Communicating with officials within the agency but outside the normal process (such as the agency head).

If \$3,000 or more is spent on such lobbying activities, “lobbyist” registration is required. See General Statutes § [1-94](#).

---

## State Contractors Guide to the Code of Ethics

---

### Hypothetical from [Advisory Opinion No. 2003-6](#):

In responding to a state agency's RFP, a business entity spends \$3,500 in printing and personnel costs in taking a number of steps within the agency's normal contracting process. But in an effort to secure the contract, the entity contacts the Governor, thus taking action outside the normal agency process and, in doing so, expends an additional \$500 in personnel costs. Must it register as a lobbyist?

No. The \$3,500 spent in following the normal process to respond to the RFP is exempted from consideration as a lobbying expense. Therefore, this entity would not have to register as a client lobbyist, because it has spent only \$500 towards its lobbying effort.

**NOTE:** *If you are unsure whether you must register as a "lobbyist," please contact the OSE and/or review the "Client Lobbyist Guide to the Code of Ethics."*

## GIFTS

### GIVING GIFTS

General Statutes § [1-84 \(m\)](#) contains the "gift"-giving bans for state contractors and potential state contractors:

- An individual or entity **doing or seeking to do business** with a state agency may not give a "gift" to any of that agency's employees or officials.
  - This is an *agency-specific ban*, meaning: If an entity is doing or seeking to do business with State Agency X—but not with any other state agency—then it is prohibited from giving "gifts" only to employees and officials of State Agency X.
- An individual or entity engaged in activities which are directly regulated by a state agency may not give a "gift" to any of that agency's employees or officials.
- A person **prequalified under § [4a-100](#)** may not knowingly give a "gift" to any state employee or official.
  - This ban is *not agency specific*, meaning it applies to all state employees and officials, even if the person is not doing or seeking to do business with an employee's or official's agency. (Registered lobbyists are subject to a similar ban. See General Statutes § [1-97 \(a\)](#).)

## State Contractors Guide to the Code of Ethics

---

### What is a “gift”?

General Statutes § [1-79 \(5\)](#) defines “gift” in three parts:

1. “anything of value” (for example, money, tickets to a sporting event, meals, services, etc.),
2. “which is directly and personally received” (that is, the state employee or official accepts the opportunity to partake of it),
3. “unless consideration of equal or greater value is given in return” (that is, unless the state employee or official pays fair market value for it).

### GIFT EXCEPTIONS

There are many benefits that are not deemed “gifts,” some of which may be used by state contractors, including these:

- **Token Items:** Items valued less than \$10 (such as a pen or mug), provided the annual aggregate of such items from a single source is \$50 or less. General Statutes § [1-79 \(5\) \(P\)](#).
- **Food/Beverage:** Up to \$50 in food/beverage annually, provided the donor or a representative is in attendance when it is being consumed. General Statutes § [1-79 \(5\) \(I\)](#).
- **Training:** Training provided by a vendor for a product purchased by a state entity, provided it is offered to all of the vendor’s customers. General Statutes § [1-79 \(5\) \(Q\)](#).
- **Ceremonial awards:** A certificate, plaque or other ceremonial award valued at less than \$100. General Statutes § [1-79 \(5\) \(F\)](#).
- **Gifts to the State:** Goods or services given to a state entity. The gift must facilitate state action, and must (1) be for use on state property (e.g., a computer), (2) support a state event (e.g., funds to support an agency event), or (3) support the participation by a state employee or official at an event (e.g., funds for an agency employee to attend an educational conference relevant to his state duties). General Statutes § [1-79 \(5\) \(e\)](#).

**NOTE:** There is a “gift” exception in § [1-79 \(5\) \(L\)](#) for “major life events” (a term defined by regulation), but state contractors and potential state contractors may not use it.

### GIFT REPORTING

If a person doing or seeking to do business with a state agency gives an agency employee or official any of the benefits found in the “gift” exceptions, the person may have a reporting obligation. See General Statutes § [1-84 \(o\)](#).

Generally, if the benefit is valued over \$10, the person (or a representative) must do as follows: Give *both* the recipient *and* the executive head of the recipient’s department or agency a written report stating:

- The donor’s name,
- A description of the item or items given,
- The value of such items, and
- The cumulative value of all items given to such recipient in the calendar year.

**NOTE:** *This helps both the donor and the state employee or official keep track of the “gift” exceptions noted above, so that permissible limits are not exceeded.*

### ACCEPTING GIFTS

In [Advisory Opinion No. 99-17](#), the conflict language in § [1-86e \(a\) \(1\)](#) (see above) was interpreted as creating the following rule:

- If, as a state contractor or an employee thereof, you are offered benefits from a person by virtue of your authority under the state contract (for example, clients of the contracting state agency), you may accept **no more** than \$100 annually from that person.

**NOTE:** *In an enforcement action, a former employee of a state contractor was found to have violated § [1-86e \(a\) \(1\)](#)—and ordered to pay a \$10,000 penalty—for using his authority over a subcontractor to solicit free or discounted gifts, services and other items of value (e.g., meals and tickets to sporting events and concerts).*

### NECESSARY EXPENSES

General Statutes § [1-84 \(k\)](#)—the “necessary expenses” provision—prohibits a state employee or official from accepting a fee or honorarium for participating at an event *in his or her official capacity*.

However, a state employee or official may receive payment or reimbursement for “necessary expenses” if—in his or her official capacity—the employee or official *actively participates* in the event (for example, gives a speech or runs a workshop).

“Necessary expenses” are not considered gifts and may include the cost of:

- Travel (coach),
- Lodging (standard room for the nights before, of, and immediately following the event),
- Meals (non-lavish), and
- Conference or seminar registration fees.

“Necessary expenses” do not include the cost of entertainment (tickets to sporting events, golf outings, etc.), or payment of expenses for family members or other guests.

A state contractor has *no reporting obligations* when it pays for, or reimburses, a state employee’s or official’s “necessary expenses.”

#### **Example:**

A state contractor is hosting an out-of-state conference and would like the Governor to come and give a speech in his official capacity. The contractor has offered to pay the Governor’s travel and lodging expenses, to waive his conference registration fee, and to give him a \$500 honorarium. Permissible?

The Governor may not accept the \$500 honorarium (because he is participating in his official capacity) but may accept payment or reimbursement for “necessary expenses,” which include coach-class travel, standard lodging for the nights before, of, and after the speech, and waiver of the conference registration fee.

### HIRING CURRENT OR FORMER STATE EMPLOYEES AND OFFICIALS

#### Former State Employees and Officials

A state contractor wanting to hire a *former* state employee or official should be aware of the Code's post-state employment prohibitions. See General Statutes §§ [1-84a](#) and [1-84b](#).

Most of these prohibitions are “personal” to the former state employees and officials, meaning they do not apply to their post-state *employers*. These include:

- **Confidential information:** A former state employee or official may *never* “disclose or use confidential information” gained in state service for anyone’s financial gain. General Statutes § [1-84a](#).
- **Side switching:** A former state employee or official may *never* “represent anyone other than the state, concerning any particular matter (1) in which he participated personally and substantially while in state service, and (2) in which the state has a substantial interest.” General Statutes § [1-84b \(a\)](#).
- **Cooling off:** For *one year* after leaving state service, a former state employee or official may not “represent” anyone for compensation before their former state agency. (“Represent” means doing any activity that reveals the former state employee’s or official’s identity.) General Statutes § [1-84b \(b\)](#).

**NOTE:** *Certain former employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection are subject to a two-year employment ban with respect to entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\)](#) and [\(e\)](#).*

#### Prohibitions on Employer

There are two post-state employment provisions that apply not only to former state employees and officials—but also to those that hire them:

- For *one year* after leaving state service, a former state employee or official may not accept employment with a party to a state contract valued at \$50,000 or more, if:
  - (1) He or she participated substantially in, or supervised, the negotiation or award of that contract, and
  - (2) It was signed within his or her last year of state service.

Further, “[n]o party to such a contract or agreement . . . shall employ any such former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(f\)](#).



---

## State Contractors Guide to the Code of Ethics

---

- Individuals who held designated positions at certain state regulatory agencies may not—for **one year** after leaving state service—“accept employment with a business subject to regulation by that agency.” Further, “[n]o business shall employ a . . . former public official or state employee in violation of this subsection.” General Statutes § [1-84b \(c\)](#).

### Current State Employees and Officials

State contractors wanting to hire a *current* state employee or official should be aware of the Code’s outside-employment rules, which bar the employee or official from:

- Accepting outside employment with an individual or entity that can benefit from the state servant’s official actions (e.g., the individual in his or her state capacity has specific regulatory, contractual, or supervisory authority over the private person). OSE Regs. § [1-81-17](#).
- Using state time, materials, or personnel to perform their outside work. General Statutes § [1-84 \(c\)](#).
- Accepting—or being a member or employee of an entity that agrees to accept—compensation for representing others before 11 statutorily designated state agencies. General Statutes § [1-84 \(d\)](#). The agencies include:
  - the Department of Banking,
  - the Claims Commissioner,
  - the Office of Health Care Access division within the Department of Public Health,
  - the Insurance Department,
  - the Department of Consumer Protection,
  - the Department of Motor Vehicles,
  - the State Insurance and Risk Management Board,
  - the Department of Energy and Environmental Protection,
  - the Public Utilities Regulatory Authority,
  - the Connecticut Siting Council, and
  - the Connecticut Real Estate Commission.

\*\*\*The prohibition on being a “member or employee” applies to entities that are in the business of *representing others* for compensation before the listed agencies (law firms, accounting firms, etc.).

### OTHER OUTSIDE EMPLOYMENT CONSIDERATIONS

There are two other outside employment prohibitions, but they apply only to a limited number of state employees and officials:

- Individuals holding designated positions at certain state regulatory agencies may not—while in state service—“negotiate for, seek or accept employment with any business subject to regulation by his agency.” Also, “[n]o business shall employ a

## State Contractors Guide to the Code of Ethics

---

*present . . . public official or state employee in violation of this subsection.”* General Statutes § [1-84b \(c\)](#).

- Certain present employees and officials of the Department of Consumer Protection and the Department of Emergency Services and Public Protection may not “negotiate for, seek or accept employment with” entities engaged in Indian gaming operations. General Statutes § [1-84b \(d\) and \(e\)](#).

## OTHER CONSIDERATIONS

### CONTRACTUAL REPRESENTATIONS CONCERNING STATE ETHICS LAWS

General Statutes [§ 1-101qq](#), as amended by [Public Act No. 21-76](#), contains four requirements with respect to the OSE’s state ethics laws summary:

1. State agencies must provide large state construction or procurement contractors with the state ethics laws summary developed by the OSE (**NOTE: this guide has been developed for this purpose**).
2. No state agency or institution or quasi-public agency shall enter into a large state construction or procurement contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract and all key employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law.
3. Large state construction or procurement contractors must, in turn:
  - a. provide their subcontractors and consultants with the state ethics laws summary,
  - b. each contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law. Failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the large state construction or procurement contract.
4. The state ethics laws summary must be incorporated by reference in each contract with a contractor, subcontractor or consultant.

**NOTE:** *The OSE does not have jurisdiction over campaign contribution certifications. Questions concerning them should be directed to the Office of Policy and Management.*

### ETHICS ENFORCEMENT

Enforcement of the Ethics Codes is initiated by a complaint, which is filed by the OSE Ethics Enforcement Officer or a member of the public. In most cases, a complaint by the Ethics Enforcement Officer is preceded by a confidential staff evaluation.

A two-stage process follows:

1. Confidential investigation and confidential probable cause hearing.
2. If probable cause is found, a public hearing to determine if a violation has occurred.

At any stage of this process, the OSE and the Respondent may negotiate a settlement.

After a finding or admission of a violation, the CEAB may order the Respondent to comply with the Ethics Codes in the future, file any required report or statement, and/or pay a civil penalty.

For failure to file a report, statement, or other information required by the Ethics Codes, the CEAB may, after a hearing, impose a civil penalty of up to \$10 per day, with the aggregate penalty for any one violation being \$10,000.

The OSE may refer matters to the Chief State's Attorney for criminal prosecution. An intentional violation of the Ethics Codes is a misdemeanor for the first violation, unless the individual has derived a financial benefit of at least \$1,000. In that case, the violation is a class D felony.

The Attorney General may sue for up to three times the economic gain received through knowingly committing or knowingly profiting from a violation of the Code.

The "[\*Citizen's Guide to Filing a Complaint\*](#)," which is available on the OSE's website, gives a detailed overview of the complaint process and related confidentiality rules.

**§ 4-252. Certification requirements for large state contracts**

(a) Except as provided in section 10a-151f, on and after July 1, 2021, no state agency or quasi-public agency shall execute a large state contract unless such contract contains the representation described in this section.

(b) The official or employee of such state agency or quasi-public agency who is authorized to execute state contracts shall represent that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

(c) Any principal or key personnel of the person, firm or corporation submitting a bid or proposal for a large state contract shall represent:

(1) That no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person, firm or corporation, who participate substantially in preparing bids, proposals or negotiating state contracts, or (C) any agent of such person, firm, corporation or principals and key personnel, who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasipublic agency soliciting bids or proposals for state contracts, who participates substantially in the preparation of bid solicitations or requests for proposals for state contracts or the negotiation or award of state contracts, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to

provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation is submitting bids or proposals without fraud or collusion with any person.

(d) Any bidder or proposer that does not agree to the representations required under this section shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the representation requirements of this section.

**Source:**

(P.A. 04-245, S. 4 ; P.A. 11-229, S. 2 ; P.A. 17-130, S. 6 .)

**History:**

Amended by P.A. 22-0040, S. 7 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022.  
Amended by P.A. 21-0076, S. 2 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021.  
Amended by P.A. 17-0130, S. 6 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017.  
Amended by P.A. 11-0229, S. 2 of the the 2011 Regular Session, eff. 10/1/2011.

**§ 4-252a. Certification re whether making certain investments in Iran**

(a) For purposes of this section, "state agency" has the same meaning as provided in section 1-79, "quasi-public agency" has the same meaning as provided in section 1-120, "large state contract" has the same meaning as provided in section 4-250, and "entity" means any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States, but excludes any United States subsidiary of a foreign corporation.

(b) No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any entity unless such contract contains a certification that such entity has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(c) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a large state contract a notice of the certification requirements of this section.

(d) Any entity that makes a good faith effort to determine whether such entity has made an investment described in subsection (b) of this section shall not be deemed to be in breach of the contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that such entity is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the state of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the state agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the contract.

(e) The provisions of this section shall not apply to any contract of the Treasurer as trustee of the Connecticut retirement plans and trust funds, as defined in section 3-13c, provided nothing in this subsection shall be construed to prevent the Treasurer from performing his or her fiduciary duties under section 3-13g.

**Source:**

(P.A. 13-162, S. 1.)

**History:**

Amended by P.A. 23-0037, S. 10 of the Connecticut Acts of the 2023 Regular Session, eff. 10/1/2023. Amended by P.A. 22-0040, S. 8 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 3 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021.

**§ 4a-60. (Formerly Sec. 4-114a).  
Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts**

(a) Except as provided in section 10a-151i, every contract to which an awarding agency is a party, every quasi-public agency project contract and every municipal public works contract shall contain the following provisions:

(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, status as a veteran, 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 prohibited by the laws of the United States or of the state of Connecticut; and the contractor further agrees to take affirmative action to ensure 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, status as a veteran, 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;

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

(3) The contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining

agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission 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;

(4) The contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e, 46a-68f and 46a-86; 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 section 46a-56.

(b) If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency project.

(c) Except as provided in section 10a-151i:

(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in compliance with the nondiscrimination requirements of subsection (a) of this section. The authorized signatory of the contract shall demonstrate his or



her understanding of this obligation by (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor that has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(d) For the purposes of this section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

(e) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons:

(1) Who are active in the daily affairs of the enterprise,

(2) who have the power to direct the management and policies of the enterprise, and

(3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(f) 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 on Human Rights and Opportunities may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(g) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission on Human Rights and Opportunities, of its good faith efforts.

(h) The contractor shall include the provisions of subsections (a) and (b) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state, and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or contract for a quasi-public agency project, and such provisions shall be binding on a subcontractor, vendor or manufacturer, unless exempted by regulations or orders of the Commission on Human Rights and Opportunities. The contractor shall take such action with respect to any such subcontract or

**Conn. Gen. Stat. 4a-60 (Formerly Sec. 4-114a). Nondiscrimination and affirmative action provisions in awarding agency, municipal public works and quasi-public agency project contracts (General Statutes of Connecticut (2024 Edition))**

---

purchase order as the commission may direct as a means of enforcing such provisions, including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission regarding a state contract, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

**Source:**

(February, 1965, P.A. 366, S. 1; 1967, P.A. 284; P.A. 73-279, S. 13; P.A. 74-68; P.A. 76-8; P.A. 78-148, S. 8; P.A. 82-358, S. 7, 10; P.A. 83-569, S. 8, 17; P.A. 84-412, S. 3, 8; 84-418; P.A. 88-351, S. 2, 16; P.A. 89-253, S. 2, 7; P.A. 07-142, S. 9 ; P.A. 09-158, S. 1 ; P.A. 11-55, S. 3 ; 11-129, S. 20 ; 11-229, S. 3 ; June Sp. Sess. P.A. 15-5, S. 63 ; P.A. 17-130, S. 7 ; P.A. 18-75, S. 2 .)

**History:**

Amended by P.A. 22-0040, S. 5 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 6 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 18-0075, S. 2 of the Connecticut Acts of the 2018 Regular Session, eff. 7/1/2018. Amended by P.A. 17-0130, S. 7 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 15-0005, S. 63 of the Connecticut Acts of the 2015 Special Session, eff. 10/1/2015. Amended by P.A. 11-0229, S. 3 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 11-0055, S. 3 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 09-0158, S. 1 of the the 2009 Regular Session, eff. 6/30/2009.

**Cross Reference Note:**

See Sec. 1-1f for definitions of "blind" and "physically disabled".

See Sec. 1-1g for definition of "intellectual disability".

See Sec. 46a-68b for definition of "public works contract".



**§ 4a-60a. Provisions re nondiscrimination on the basis of sexual orientation required in awarding agency, municipal public works and quasi-public agency project contracts**

(a) Except as provided in section 10a-151i, every contract to which an awarding agency is a party, every contract for a quasi-public agency project and every municipal public works contract shall contain the following provisions:

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

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

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

(b) Except as provided in section 10a-151i:

(1) Any contractor who has one or more contracts with an awarding agency or who is a party to a municipal public works contract or a contract for a quasi-public agency project shall include a nondiscrimination affirmation provision in the contract certifying that the contractor understands the obligations of this section and will maintain a policy for the duration of the contract to assure that the contract will be performed in conformance with the nondiscrimination requirements of this section. The authorized signatory of the contract shall demonstrate his or her understanding of this obligation by either (A) initialing the nondiscrimination affirmation provision in the body of the contract, (B) providing an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations, or (C) signing the contract.

(2) No awarding agency, or in the case of a municipal public works contract, no municipality, or in the case of a quasi-public agency project contract, no entity, shall award a contract to a contractor who has not included the nondiscrimination affirmation provision in the contract and demonstrated its understanding of such provision as required under subdivision (1) of this subsection.

(c) For the purposes of this section, "contract" includes any extension or modification of the contract, and "contractor" includes any successors or assigns of the contractor. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, as defined in section 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in subdivision (1), (2), (3) or (4) of this subsection.

**Conn. Gen. Stat. 4a-60a Provisions re nondiscrimination on the basis of sexual orientation  
required in awarding agency, municipal public works and quasi-public agency project  
contracts (General Statutes of Connecticut (2024 Edition))**

---

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

See Sec. 46a-68b for definition of "public works contract".

**Source:**

(P.A. 91-58, S. 16 ; 91-407, S. 8, 42 ; P.A. 07-142, S. 10 ; P.A. 09-158, S. 2 ; P.A. 11-229, S. 4 ; June Sp. Sess. P.A. 15-5, S. 64 ; P.A. 17-130, S. 8 .)

**History:**

Amended by P.A. 23-0204, S. 427 of the Connecticut Acts of the 2023 Regular Session, eff. 6/12/2023. Amended by P.A. 21-0076, S. 7 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 17-0130, S. 8 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 15-0005, S. 64 of the Connecticut Acts of the 2015 Special Session, eff. 10/1/2015. Amended by P.A. 11-0229, S. 4 of the the 2011 Regular Session, eff. 10/1/2011. Amended by P.A. 09-0158, S. 2 of the the 2009 Regular Session, eff. 6/30/2009.

**Cross Reference Note:**

**§ 4a-81. Contracts for goods and services over fifty thousand dollars. Affidavit by bidder or vendor re consulting agreements. Failure to submit. Disqualification**

(a) Except as provided in section 10a-151f, no state agency or quasipublic agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars or more in any calendar or fiscal year, unless such contract contains the representations described in subsection (b) of this section.

(b)

(1) Each contract described in subsection (a) of this section shall include a representation whether any consulting agreement has been entered into in connection with any such contract. Such representation shall be required if any duties of the consultant included communications concerning business of a state or quasi-public agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. As used in this section, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the state, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 as of the date such contract is executed in accordance with the provisions of this section.

(2) Such representation shall be made to the best knowledge and belief of the person signing the

contract and shall be subject to the penalty of false statement as provided in section 53a-157b.

(3) If such representation indicates that a consulting agreement has been entered into in connection with any such contract, such representation shall include or attach the following information for each consulting agreement listed: The name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such representation shall indicate his or her former agency and the date such employment terminated.

(c) Each state agency and quasi-public agency shall include a notice of the representation requirements of this section in the bid specifications or request for proposals for any contract that is described in subsection (a) of this section.

(d) If a bidder or vendor refuses to agree to the representations required under subsections (a) and (b) of this section, such bidder or vendor shall be rejected and the state agency or quasi-public agency shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

**Source:**

(P.A. 05-287, S. 51 ; P.A. 11-229, S. 5 ; P.A. 17-130, S. 10 .)

**History:**

Amended by P.A. 22-0040, S. 6 of the Connecticut Acts of the 2022 Regular Session, eff. 7/1/2022. Amended by P.A. 21-0076, S. 4 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 17-0130, S. 10 of the Connecticut Acts of the 2017 Regular Session, eff. 7/1/2017. Amended by P.A. 11-0229, S. 5 of the the 2011 Regular Session, eff. 10/1/2011.

**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members (General Statutes of Connecticut (2024 Edition))**

---

**§ 9-612. (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members**

(a) No individual shall make a contribution or contributions in any one calendar year in excess of fifteen thousand dollars to the state central committee of any party, or for the benefit of such committee pursuant to its authorization or request; or two thousand dollars to a town committee of any political party, or for the benefit of such committee pursuant to its authorization or request; or two thousand dollars to a legislative caucus committee or legislative leadership committee, or one thousand dollars to any other political committee other than (1) a political committee formed solely to aid or promote the success or defeat of a referendum question, (2) an exploratory committee, (3) a political committee established by an organization, or for the benefit of such committee pursuant to its authorization or request, or (4) a political committee formed by a slate of candidates in a primary for the office of justice of the peace of the same town.

(b) No individual shall make a contribution to a political committee established by an organization which receives its funds from the organization's treasury. With respect to a political committee established by an organization which has complied with the provisions of subsection (b) or (c) of section 9-614, and has elected to receive contributions, no individual other than a member of the organization may make contributions to the committee, in which case the individual may contribute not more than seven hundred fifty dollars in any one calendar year to such committee or for the benefit of such committee pursuant to its authorization or request.

(c) In no event may any individual make contributions to a candidate committee and a

political committee formed solely to support one candidate other than an exploratory committee or for the benefit of a candidate committee and a political committee formed solely to support one candidate pursuant to the authorization or request of any such committee, in an amount which in the aggregate is in excess of the maximum amount which may be contributed to the candidate.

(d) Any individual may make unlimited contributions or expenditures to aid or promote the success or defeat of any referendum question, provided any individual who makes an expenditure or expenditures in excess of one thousand dollars to promote the success or defeat of any referendum question shall file statements according to the same schedule and in the same manner as is required of a treasurer of a political committee under section 9-608.

(e)

(1) As used in this subsection and subsection (f) of section 9-608, (A) "investment services" means investment legal services, investment banking services, investment advisory services, underwriting services, financial advisory services or brokerage firm services, and (B) "principal of an investment services firm" means (i) an individual who is a director of or has an ownership interest in an investment services firm to which the State Treasurer pays compensation, expenses or fees or issues a contract, except for an individual who owns less than five per cent of the shares of an investment services firm, (ii) an individual who is employed by such an investment services firm as president, treasurer, or executive vice president, (iii) an employee of such an investment services firm who has managerial or discretionary responsibilities with respect to any investment services provided to the State Treasurer, (iv) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (v) a political committee established or controlled by an individual described in this subparagraph.

**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals.  
Principals of investment services firms, state contractors, principals of state contractors,  
prospective state contractors or principals of prospective state contractors. Lists.  
Subcontracts study. State officials or employees. Legislative caucus staff members  
(General Statutes of Connecticut (2024 Edition))**

---

(2) No principal of an investment services firm shall make a contribution to, or solicit contributions on behalf of, an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State Treasurer during the term of office of the State Treasurer who pays compensation, expenses or fees or issues a contract to such firm. The provisions of this subdivision shall apply only to contributions and the solicitation of contributions that are not prohibited under subdivision (2) of subsection (f) of this section.

(3) Neither the State Treasurer, the Deputy State Treasurer, any unclassified employee of the office of the State Treasurer acting on behalf of the State Treasurer or Deputy State Treasurer, any candidate for the office of State Treasurer, any member of the Investment Advisory Council established under section 3-13b nor any agent of any such candidate may knowingly, wilfully or intentionally solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a principal of an investment services firm. The provisions of this subdivision shall apply only to contributions and the solicitation of contributions that are not prohibited under subdivision (3) of subsection (f) of this section.

(4) No member of the Investment Advisory Council appointed under section 3-13b shall make a contribution to, or solicit contributions on behalf of, an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State Treasurer.

(5) The provisions of this subsection shall not restrict an individual from establishing an exploratory or candidate committee or from soliciting for and making contributions to a town committee or political committee that the candidate has designated in accordance with subsection (b) of section 9-604, for the financing of the individual's own campaign or from

soliciting contributions for such committees from persons not prohibited from making contributions under this subsection.

(f)

(1) As used in this subsection and subsections (g) and (h) of this section:

(A) "Quasi-public agency" has the same meaning as provided in section 1-120.

(B) "State agency" means any office, department, board, council, commission, institution or other agency in the executive or legislative branch of state government.

(C) "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.

(D) "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



**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals.  
Principals of investment services firms, state contractors, principals of state contractors,  
prospective state contractors or principals of prospective state contractors. Lists.  
Subcontracts study. State officials or employees. Legislative caucus staff members  
(General Statutes of Connecticut (2024 Edition))**

---

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.

(E) "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.

(F) "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.

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

(H) "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.

(I) "Rendition of services" means the provision of any service to a state agency or quasi-public agency in exchange for a fee, remuneration or compensation of any kind from the state or through an arrangement with the state.

(J) "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.

(K) "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

**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals.  
Principals of investment services firms, state contractors, principals of state contractors,  
prospective state contractors or principals of prospective state contractors. Lists.  
Subcontracts study. State officials or employees. Legislative caucus staff members  
(General Statutes of Connecticut (2024 Edition))**

---

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.

(L) "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.

(2)

(A) 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 a state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a

holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to, or, on and after January 1, 2011, 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;

(B) 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 a state contract solicitation with or from the General Assembly or a holder, or principal of a holder, of a valid prequalification certificate, shall make a contribution to, or, on and after January 1, 2011, 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 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;

(C) If a state contractor or principal of a state contractor makes or solicits a contribution as prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, the contracting state agency or quasi-public agency may, in the case of a state contract executed on or after February 8, 2007, void the existing contract with such contractor, and no state agency or quasi-public agency shall award the state contractor a state contract or an extension or an amendment to a state contract for one year after the election for

**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals.  
Principals of investment services firms, state contractors, principals of state contractors,  
prospective state contractors or principals of prospective state contractors. Lists.  
Subcontracts study. State officials or employees. Legislative caucus staff members  
(General Statutes of Connecticut (2024 Edition))**

---

which such contribution is made or solicited unless the commission determines that mitigating circumstances exist concerning such violation. No violation of the prohibitions contained in subparagraph (A) or (B) of this subdivision shall be deemed to have occurred if, and only if, the improper contribution is returned to the principal by the later of thirty days after receipt of such contribution by the recipient committee treasurer or the filing date that corresponds with the reporting period in which such contribution was made;

(D) If a prospective state contractor or principal of a prospective state contractor makes or solicits a contribution as prohibited under subparagraph (A) or (B) of this subdivision, as determined by the State Elections Enforcement Commission, no state agency or quasi-public agency shall award the prospective state contractor the contract described in the state contract solicitation or any other state contract for one year after the election for which such contribution is made or solicited unless the commission determines that mitigating circumstances exist concerning such violation. The Commissioner of Administrative Services shall notify applicants of the provisions of this subparagraph and subparagraphs (A) and (B) of this subdivision during the prequalification application process;

(E) The State Elections Enforcement Commission shall make available to each state agency and quasi-public agency a written notice advising state contractors and prospective state contractors of the contribution and solicitation prohibitions contained in subparagraphs (A) and (B) of this subdivision. Such notice shall:

(i) Direct each state contractor and prospective state contractor to inform each individual described in subparagraph (F) of subdivision (1) of this subsection, with regard to such state contractor or prospective state contractor, about the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph;

(ii) inform each state contractor and prospective state contractor of the civil and criminal penalties that could be imposed for violations of such prohibitions if any such contribution is made or solicited;

(iii) inform each state contractor and prospective state contractor that, in the case of a state contractor, if any such contribution is made or solicited, the contract may be voided;

(iv) inform each state contractor and prospective state contractor that, in the case of a prospective state contractor, if any such contribution is made or solicited, the contract described in the state contract solicitation shall not be awarded, unless the commission determines that mitigating circumstances exist concerning such violation; and

(v) inform each state contractor and prospective state contractor that the state will not award any other state contract to anyone found in violation of such prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the commission determines that mitigating circumstances exist concerning such violation. Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a state contract, a copy of or Internet link to such notice. No state agency or quasi-public agency shall execute a state contract unless such contract contains a representation that the chief executive officer or authorized signatory of the contract has received such notice; and

(F)

(i) Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall certify that neither the contractor or prospective state contractor, nor any of its principals, have made any contributions to, or solicited any contributions on behalf of, any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political



**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals.  
Principals of investment services firms, state contractors, principals of state contractors,  
prospective state contractors or principals of prospective state contractors. Lists.  
Subcontracts study. State officials or employees. Legislative caucus staff members  
(General Statutes of Connecticut (2024 Edition))**

---

committee authorized to make contributions to or expenditures to or for, the benefit of such candidates, in the previous four years, that were determined by the State Elections Enforcement Commission to be in violation of subparagraph (A) or (B) of this subdivision, without mitigating circumstances having been found to exist concerning such violation. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement. If there is any change in the information contained in the most recently filed certification, such person shall submit an updated certification not later than thirty days after the effective date of any such change or upon the submittal of any new bid or proposal for a state contract, whichever is earlier.

(ii) Each state agency and quasi-public agency shall include in the bid specifications or request for proposals for a state contract a notice of the certification requirements of this subparagraph. No state agency or quasi-public agency shall execute a state contract unless the state agency or quasi-public agency obtains the written certification described in this subparagraph.

(iii) Any principal of the state contractor or prospective state contractor submitting a bid or proposal for a state contract shall disclose on the certification all contributions made by any of its principals to any party committee, exploratory committee, candidate for state-wide office or for the General Assembly, or political committee authorized to make contributions to or expenditures to or for the benefit of such candidates for a period of four years prior to the signing of the contract or date of the response to the bid, whichever is longer, and certify that all such contributions have been disclosed.

(3)

(A) On and after December 31, 2006, neither the Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, any candidate for any such office nor any agent of any such official or

candidate shall knowingly, wilfully or intentionally solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a person who he or she knows is prohibited from making contributions, including a principal of a state contractor or prospective state contractor with regard to a state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder of a valid prequalification certificate.

(B) On and after December 31, 2006, neither a member of the General Assembly, any candidate for any such office nor any agent of any such official or candidate shall knowingly, wilfully or intentionally solicit contributions on behalf of an exploratory committee or candidate committee established by a candidate for nomination or election to any public office, a political committee or a party committee, from a person who he or she knows is prohibited from making contributions, including a principal of a state contractor or prospective state contractor with regard to a state contract solicitation with or from the General Assembly or a holder of a valid prequalification certificate.

(4) The provisions of this subsection shall not apply to the campaign of a principal of a state contractor or prospective state contractor or to a principal of a state contractor or prospective state contractor who is an elected public official.

(5) Each state contractor and prospective state contractor shall make reasonable efforts to comply with the provisions of this subsection. If the State Elections Enforcement Commission determines that a state contractor or prospective state contractor has failed to make reasonable efforts to comply with this subsection, the commission may impose civil penalties against such state contractor or prospective state contractor in accordance with subsection (a) of section 9-7b.

**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals.  
Principals of investment services firms, state contractors, principals of state contractors,  
prospective state contractors or principals of prospective state contractors. Lists.  
Subcontracts study. State officials or employees. Legislative caucus staff members  
(General Statutes of Connecticut (2024 Edition))**

---

(g)

(1) Not later than thirty days after February 8, 2007, each state agency and quasi-public agency shall prepare and forward to the State Elections Enforcement Commission, on a form prescribed by said commission, a list of the names of the state contractors and prospective state contractors with which such agency is a party to a contract, and any state contract solicitations or prequalification certificates issued by the agency. Not less than once per month, each state agency and quasi-public agency shall forward to said commission, on a form prescribed by the commission, any changes, additions or deletions to said lists, not later than the fifteenth day of the month.

(2) Not later than sixty days after February 8, 2007, the State Elections Enforcement Commission shall (A) compile a master list of state contractors and prospective state contractors for all state agencies and quasi-public agencies, based on the information received under subdivision (1) of this subsection, (B) publish the master list on the commission's Internet web site, and (C) provide copies of the master list to treasurers upon request. The commission shall update the master list every month.

(h) The State Contracting Standards Board shall study subcontracts for state contracts and, not later than February 1, 2010, submit proposed legislation for extending the provisions of this subsection to such subcontracts to the joint standing committee of the General Assembly having cognizance of matters relating to elections.

(i)

(1) As used in this subsection:

(A) "Quasi-public agency" has the same meaning as provided in section 1-120.

(B) "Unclassified service" has the same meaning as provided in section 5-196.

(2) On and after December 31, 2006:

(A) No executive head of a state agency in the executive branch, executive head of a quasi-public agency, deputy of any such executive head, other full-time official or employee of any such state agency or quasi-public agency who is appointed by the Governor, other full-time official or employee of any such state agency or quasi-public agency who is in the unclassified service, or member of the immediate family of any such person, shall make a contribution or contributions (i) to, or for the benefit of, any candidate's campaign for nomination at a primary or election to the office of Governor or Lieutenant Governor, in excess of one hundred dollars for each such campaign, or (ii) to a political committee established by any such candidate, in excess of one hundred dollars in any calendar year;

(B) No official or employee of the office of the Attorney General, State Comptroller, Secretary of the State or State Treasurer who is in the unclassified service, or member of the immediate family of any such person, shall make a contribution or contributions (i) to, or for the benefit of, any candidate's campaign for nomination at a primary or election to the office in which such official or employee serves, in excess of one hundred dollars for each such campaign, or (ii) to a political committee established by any such candidate, in excess of one hundred dollars in any calendar year; and

(C) No member of a caucus staff for a major party in the Senate or House of Representatives, or member of the immediate family of such person, shall make a contribution or contributions (i) to, or for the benefit of, any candidate's campaign for nomination at a primary or election to the office of state senator or state representative, in excess of one hundred dollars for each such campaign, (ii) to a political committee established by any such candidate, in excess of one hundred dollars in any calendar year, or (iii) to a legislative caucus committee or a legislative leadership committee,

**Conn. Gen. Stat. 9-612 (Formerly Sec. 9-333n). Other contributions by individuals. Principals of investment services firms, state contractors, principals of state contractors, prospective state contractors or principals of prospective state contractors. Lists. Subcontracts study. State officials or employees. Legislative caucus staff members**  
**(General Statutes of Connecticut (2024 Edition))**

---

in excess of one hundred dollars in any calendar year.

**Source:**

(P.A. 86-99, S. 15, 34; P.A. 91-351, S. 14, 19, 28 ; P.A. 95-188, S. 2 ; June 18 Sp. Sess. P.A. 97-5, S. 12, 19 ; P.A. 00-43, S. 18, 19 ; P.A. 02-130, S. 11 ; P.A. 03-241, S. 14 ; Oct. 25 Sp. Sess. P.A. 05-5, S. 31, 32 ; P.A. 06-137, S. 26, 28 ; P.A. 07-1, S. 1 ; 07-202, S. 9 ; P.A. 08-2, S. 10 -12; P.A. 09-234, S. 13 ; P.A. 10-187, S. 6 ; July Sp. Sess. P.A. 10-1, S. 10; June 12 Sp. Sess. P.A. 12-2, S. 51 ; P.A. 13-180, S. 7 ; P.A. 14-182, S. 11 .)

**History:**

Amended by P.A. 23-0205, S. 190 of the Connecticut Acts of the 2023 Regular Session, eff. 6/29/2023. Amended by P.A. 21-0076, S. 5 of the Connecticut Acts of the 2021 Regular Session, eff. 7/1/2021. Amended by P.A. 14-0182, S. 11 of the Connecticut Acts of the 2014 Regular Session, eff. 6/12/2014.