



REQUEST FOR QUOTATION

This is NOT an order to ship.

Please quote on the commodities or services listed below.
All prices must be FOB Destination.
You must show Unit Price, Amount and Total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. CCSU reserves the right to reject in whole or in part any or all bids submitted.

VENDOR NAME _____ ADDRESS _____ _____		BID NUMBER: S930032
ISSUED BY (return to) Central Connecticut State University Purchasing Department, Marcus White Annex 006 1615 Stanley Street New Britain CT 06050-4010		BID DUE DATE: October 13, 2011 3:00 PM
SIGNED (for Agency) <i>Thomas J. Brodeur</i>	Prepared by: Thomas Brodeur, C.P.M. Director of Purchasing Phone 860-832-2531	DATE ISSUED: September 20, 2011
Purchasing Authority: C.G.S. 10a-151b C.G.S. 4a-52a		

Provide campus wide lawn fertilization in accordance with the attached specifications. Contract will commence with the Spring 2012 application and will be in effect for three (3) years, or through the Fall 2014 applications. CCSU reserves the right to renew this contract, for any or all items, with the consent of the Contractor, for an additional one (1) year period or parts thereof.

See next page for pricing.

Mandatory site inspection. Contact Frank Scarlett at 860-832-2307 or 860-637-4378 to arrange a site visit.

Return bid by 3:00 PM on October 13, 2011 to the CCSU Purchasing Department in a sealed envelope clearly marked with your company name/return address and Bid # S930032. Faxed or emailed bids cannot be accepted.

Bid response checklist –

- Request for Quotation form (this page)
- Pricing Sheet
- Statement indicating understanding of and agreement to abide by the requirements itemized in Section 1.06
- Statement of Bidders Qualifications (with sheets attached as necessary)
- General Company Information page (with sheets attached as necessary)
- References
- State of CT Nondiscrimination Certification
- CHRO Bidder Contract Compliance Monitoring Report

NOTE: CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be posted at

<http://www.ccsu.edu/page.cfm?p=778>

It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Vendor Authorized Signature _____ Printed Name _____ Email Address _____ Telephone and Extension _____ FEIN _____	Date _____ Cash Discount Payment Terms ____% ____days, Net 30
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CCSU RFQ S930032
Campus Wide Lawn Fertilization Proposal Schedule Pricing Sheet

Lawn Areas -

Spring Application per Sec. 1.05A \$ _____ per acre, x 30 acres = \$ _____

Early Summer Application per Sec 1.05B \$ _____ per acre, x 30 acres = \$ _____

Summer Application per Sec. 1.05C \$ _____ per acre, x 30 acres = \$ _____

Fall Application per Sec. 1.05D \$ _____ per acre, x 30 acres = \$ _____

Late Fall Application per Sec. 1.05E \$ _____ per acre, x 30 acres = \$ _____

Fall Lime per Sec. 1.05F \$ _____ per acre, x 30 acres = \$ _____

Fungicide Treatment per Sec. 1.05G2 \$ _____ per acre, x 5 acres = \$ _____

Slice Over Seeding per Sec. 1.05G3 \$ _____ per acre, x 6 acres = \$ _____

Tree & Shrub Care Program -

Horticultural Oil Spring & Fall per Sec A \$ _____ per treatment

Merit Injection per Sec B \$ _____ per treatment

Insect and Disease Spray 1 per Sec C \$ _____ per treatment

Insect and Disease Spray 2 per Sec C \$ _____ per treatment

Insect and Disease Spray 3 per Sec C \$ _____ per treatment

Spring and Fall fertilization per Sec D \$ _____ per treatment

Anti Desicant per Sec. E \$ _____ per treatment

BED WEED CONTROL

Spring: Pre emergent \$ _____ per treatment

Late Spring: Post emergent \$ _____ per treatment

Summer: Post emergent \$ _____ per treatment

Late Summer: Post emergent \$ _____ per treatment

PARKING LOT/ CURBS /SIDEWALKS WEED CONTROL

Late Spring: Post emergent \$ _____ per treatment

Summer: Post emergent \$ _____ per treatment

Company Name _____

Authorized Signature _____

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CCSU RFQ S930032
CAMPUS-WIDE LAWN FERTILIZATION SPECIFICATIONS

1.01 Scope

Contractor agrees to provide all labor, materials, equipment, and supplies for the following services at Central Connecticut State University in accordance with the following specifications. Integrated Pest Management (IPM) program to be used on all applications. The University has approximately 30 acres of lawn area that will be treated. The Contractor is responsible to bid on the total acreage.

1.02 General

- A. The Contracted Staff (hereinafter called the “Contractor”) will provide the listed lawn fertilization services for Central Connecticut State University (hereinafter referred to as “The Agency”). The Contractor shall provide the Agency with a complete list of material safety data sheets (MSDS) for all products being used on campus. The bid award will be based in part, upon the inspection of the contractor’s equipment scheduled to be used on this campus. All equipment must be in good working order, and conform to all OSHA standards. Contractor shall not use subcontractors for any portion of this contract without Agency prior written consent.

1.03 Contract Period

- A. The contract period for the described services will be for three (3) years and will commence upon issuance of a purchase order from the Agency Purchasing Department. The Agency reserves the right to renew this contract, for any or all items, with the consent of the Contractor, for an additional one (1) year period or monthly interval thereof.

1.04 Agency Representative:

- A. Contractor shall perform all listed services under the direct supervision of the Agency Representative or his designee. The Agency Representative is:

Mr. Frank W. Scarlett
CCSU Facilities Contract Administrator
(860) 832-2307
E-Mail: SCARLETTF@CCSU.EDU

1.05 Specs and Requirements:

Lawn Areas

The Contractor shall submit at least three (3) University campus referrals or locations equivalent to the size of CCSU. The Contractor shall have a minimum of five- (5) years chemical lawn care experience. Chemical lawn care must be primary business interest.

- A. **SPRING APPLICATION:** To be Applied in April and consist of:
1. Balanced granular fertilizer (17-0-5) applied at ½ lb of Nitrogen per thousand square feet.
 2. Broadleaf weed control (Triplet Low Oder) label rate approximate 1 oz. per thousand square feet.
 3. Pre-emergent crabgrass control (Dimension .13) applied at 1 lb. per thousand square feet to control crabgrass, oxalis, spurge, etc.
- B. **EARLY SUMMER APPLICATION:** balanced granular fertilizer slow release, broadleaf weed control, grub control: to be applied early July.
1. Japanese beetle grubs and most surface feeding insects. (Merit or equivalent) applied at labeled rate approximate 1 oz per thousand square feet at recommended rates.
 2. Slow release balanced fertilizer (23-0-7) 30% slow release.
 3. Broad leaf weed control (3 way & confront).
 4. Pre-emergent crabgrass (dimension) applied at 1 lb. per thousand square feet.

- C. SUMMER: Balanced fertilizer, broadleaf weed control, Surface Insect Control. To be applied in late July/early August.
 - 1. Slow release granular fertilizer (22-0-3) to be applied at ½ lb. of nitrogen per thousand square feet.
 - 2. Slow release insecticide (Bifentrin or equivalent) for sod worms, chinch bug and most other surface feeding insects. Applied label rate 1 pound per thousand square feet.
 - 3. Broadleaf weed control (confront) Applied at labeled rate approximately 1 oz. Per thousand square feet.
- D. FALL: Balanced fertilizer broadleaf weed control: to be applied in September and consists of:
 - 1. A heavy rate of balanced granular fertilizer (22-1-6) to be applied at 1 lb of nitrogen per thousand square feet.
 - 2. Broadleaf weed control (3 way selective herbicide and Confront applied to all broadleaf weeds).
 - 3. Surface insect control at label rate.
- E. LATE FALL: Balanced fertilizer and granular lime application: to be applied in November and to consist of :
 - 1. Winter granular fertilizer (22-1-6) applied at 1 lb. Of nitrogen per thousand square feet.
- F. FALL LIME:
 - 1. Granular lime Sol ucal to be applied at 8lbs per th sq ft..
- G. ADDITIONAL REQUIREMENTS:
 - 1. (Acclaim) to be applied for crabgrass breakthrough only in established areas at no extra charge to the Agency (up to 5 (five) acres).
 - 2. Price for fungicide treatment (touché product) (up to 5 (five) acres).
 - 3. The contractor shall submit a price for slice over seeding up to 6 (six) acres. To be performed at the end of August and per Agency approval.

Tree & Shrub Care Program

- A. Horticultural Oil Spring & Fall
Dormant/overwintering insect control. Apply horticultural oil to control Hemlock Woolly Adelged and Spider Mites, Aphids and Scale insects.
- B. Merit Injection
Application of merit injection in the late spring to protect ornamental trees and shrubs from insect damage during the summer months.
- C. Insect and Disease Spray 1, 2, and 3
Application of Insect and Disease Spray at 3 intervals to control insects and diseases including Japanese beetles, spider mites and scale insects.
- D. Spring and Fall fertilization
- E. Anti Desicant
Application in late fall for winter protection of Broadleaf ornamentals.

1.06 Requirements of Bidder:

- 1. Equipment applicators, Vicon spreaders, Cushman type boom sprayer for weeds.
- 2. Ability to complete the entire project in approximately 5 (five) hours approximately. Start time 4:00 am.
- 3. Two licensed pesticide supervisors on site during the entire job.
- 4. Job must be performed on weekends (Saturdays and Sundays), during periods of minimal occupancy. The assigned workdays may not change without permission of the Agency Representative.

5. Coordination with Campus Construction and Renovation Activities: Contractors shall coordinate fertilization activities with any campus construction and renovation activities that may be underway. Contractor may be required to delay or reschedule assigned tasks to avoid interference with construction activities. This shall in no way relieve the Contractor of its ongoing obligations under this contract. Contractor agrees not to charge the Agency for any new construction site maintenance for the period of the contract.
6. The Contractor shall submit to the Agency Representative, prior to beginning work under this contract, a complete schedule for proper lawn fertilization services. The schedule should include, but not be limited to, the following:
 - i. Total number of employees involved in each phase of the contract and total projected man-hours in performing contract services
 - ii. The Contractor shall not commence work under this contract until the scheduled program has been reviewed and approved by the Agency. Contractor shall comply with all requirements of the approved schedule and program.
7. The Contractor shall at all times comply with all current federal and state laws and regulations pertaining to pesticides and their use and storage and to the disposal of empty containers.

1.07 Supervision:

- A. The contractor shall supply 2 (two) LICENSED PESTICIDE SUPERVISORS thoroughly trained to check, inspect and maintain records of all work performed. The Supervisors shall possess and demonstrate a thorough knowledge and understanding of designated work assignments, of the tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of the University.

1.08 Employee Qualification:

- A. Contractor shall employ only those individuals who possess a command of the English Language sufficient to permit dialogue with Agency personnel. This minimum language competency is essential to permit discussion of Agency concerns and requirements and to understand the proper instructions in all situations.
- B. All employees and agents of the Contractor shall be subject to the jurisdiction of the representative while performing services on Agency Property. Each employee must comply with the "Standards of Conduct" applicable to all employees of Central Connecticut State University, the standards of which standards are listed below. The Agency reserves the right to dismiss any employee of the Contractor who violates these standards of conduct or who exhibits other conduct deemed inappropriate by the Agency.
- C. Employee ID Badges: Agency will provide pictured ID badges. Employees shall wear ID badges at all times while performing services under this contract.
- D. Employee Discharge: The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required, to protect the health, safety and welfare of the University community.
- E. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall also provide proper additional training for those employees who exhibit poor understanding or implementation of proper procedures.
- F. Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with Agency personnel. This minimum language competency is essential to permit discussion of Agency concerns and requirements and to understand the proper instructions in all situations.
- G. CCSU is continuing its efforts to provide for a safe working environment for everyone who works on campus, including outside contractors. As such, the Office of Environmental Health & Safety (OEHS) has been instructed to review and inspect all campus projects and service contracts as they relate to Environmental Health and Safety. To do this as efficiently as possible, all contractors are required to contact the OEHS before beginning any work or project.

Prior to starting any work or project, all Project Contractors and Subcontractors must contact David Honyotski, CCSU's EHS Coordinator, at 860-832-3068 (office), 860-982-8306 (cell), or by e-mail at Honyotskibad@ccsu.edu. If David cannot be reached, contact Dom Forcella, CCSU's EHS Officer, at 860-832-2499 (office), 860-637-4596 (cell) or by e-mail at Forcellad@ccsu.edu.

No work will be allowed until this contact takes place. OEHS will review the scope of work and will make arrangements to provide any assistance necessary to keep everyone as safe as possible, including assisting with fire alarms, identifying potential location hazards, avoiding potential EHS/OSHA violations, etc. If deemed necessary OEHS may require a pre-start meeting to discuss the job and scope of work in more detail. OEHS reserves the right to inspect equipment and examine safety training records of personnel prior to commencement of any work. OEHS will periodically inspect job sites to ensure the continued abidance with appropriate EHS requirements.

1.09 Employee Standards of Conduct:

- A. The Agency has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:
1. Use or possession of drugs or alcohol;
 2. Possession of firearms;
 3. Smoking in Agency buildings;
 4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
 5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
 6. Unauthorized use of Agency vehicles, equipment or property;
 7. Use of University telephones for personal business;
 8. Removal or theft of University property;
 9. Unauthorized duplication or possession of University keys;
 10. Transfer of personal identification card or of parking pass to unauthorized personnel;
 11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 12. Interference with the work of other employees;
 13. Work attire other than the specified uniform;
 14. Loud, vulgar behavior or the use of profanity;
- B. The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.

1.10 Contract Cancellation:

- A. The Agency reserves the right to cancel the contract for any reason beneficial to the Agency, upon thirty (30) days written notice to the Contractor.

1.11 Insurance:

- A. Insurance Certificate:** The Contractor shall supply and pay for public liability insurance in the amount of \$1,000,000, combined single limit, for bodily injury and property damage covering all of the Contractor's operations. The certificate shall name Central Connecticut State University as a named insured. The Certificate of Insurance should be forwarded to Central Connecticut State University, Attn: Purchasing Department. The Contractor shall maintain the above coverage for the entire term of this contract and shall notify the Agency in writing of any termination or change in coverage. The Contractor shall also carry Workers Compensation Insurance in limits prescribed by state statute.
- B. Protective Liability Insurance for and in the Name of the State of Connecticut:** With respect to the operations performed by the Contractor, and those performed for him by a subcontractor, the Contractor shall carry for and in behalf of the State of Connecticut, insurance providing for a total limit of ONE MILLION (\$1,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total aggregate limit to TWO MILLION (\$2,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons on any one accident or occurrence and out of injury to or destruction of property during the policy period.

Unless requested otherwise by the State of Connecticut, the Contractor and his insurer shall waive governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the State. The Contractor shall assume and pay all costs and billings for premiums and audit charges earned and payable under required insurance.

- C. Contractors Public Liability and Property Damage Insurance:** With respect to the operation performed by the Contractor, and those performed for him by subcontractors, the Contractor shall carry regular Contractors Public Liability insurance for a total limit of ONE MILLION (1,000,000) DOLLARS for all damages arising out of bodily injury or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or aggregate limit of TWO MILLION (2,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contractor shall be covered by Automobile Insurance in the following amounts: Total limit of FIVE HUNDRED THOUSAND (\$500,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per accident, a total or aggregate limit of ONE MILLION (\$1,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

- D. Contractual Liability Insurance:** The Contractor shall provide insurance which shall at all times indemnify and save harmless the State of Connecticut, the Agency and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees, and compensation arising out of injuries (including death) sustained by or alleged to have been sustained by the officers, agents and employees of said State Agency or of the Contractor, his subcontractor or material men, and from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the work, or by any person or property, real or personal (including property of said State or Agency) caused in whole or in part by the acts, omissions, or neglect of the Contractor, including but not limited to any neglect in safeguarding the work or through the use of unacceptable materials in performing the work, of any Contractor, and subcontractor, material men, or anyone directly or indirectly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date ordered to start work until the completion as certified by the Agency.

Unless requested otherwise by the State of Connecticut, the Contractor and his insurer shall waiver governmental immunity as a defense and shall not use the defense of governmental immunity in the adjustment of claims or in the defense of any suit brought against the State. The Contractor shall assume and pay all cost in billings for premiums and audit charges earned and payable under the required insurance.

- E. Workers Compensation Insurance:** With respect to all operations performed by the Contractor and all those performed for the Contractor by his subcontractors, the Contractor shall carry worker's compensation insurance in accordance with the requirements of the laws of the State of Connecticut.

- F. Termination or Change of Insurance:** Each insurance policy shall be endorsed to provide that the insurance company shall notify the Agency by certified mail at least thirty (30) days in advance of termination of or any change in policy. All notices shall be sent to the Agency care of its Purchasing Officer in the Business Office. No change shall be made without prior written approval of the Agency's Purchasing Officer.

The Contractor shall keep all required insurance in continuous effect until the Agency determines that the Contractor has fulfilled all of its obligations under the contract.

- G. Claims:** Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
- H. Compensation:** There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but costs thereof shall be considered included in the general cost of the work.
- I. Deductible Clause:** Insurance contracts required under this section shall not contain deductible clause.
- J. Damage:** The Contractor shall make prompt restitution to the Agency in the form of cash, replacement or repairs (subject to the Agency's approval), in settlement of any damage to the Agency or tenant-owned property caused by the Contractor, its agents or employees.

1.12 Contractor's Default/Termination of Contract

- A. Written Notice:** In the event the Contractor fails to perform in accordance with any of the terms, conditions of obligations of this agreement, the Agency shall notify the Contractor, in writing, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within three (3) calendar days of Contractor's receipt of written notice from the Agency, the Agency may, at its discretion, terminate this agreement. The Agency shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

1.13 Award

The award of this RFP will be based upon a comprehensive review and analysis of all responses. The contract award will be based on a points-earned matrix derived from evaluating and weighing various criteria. Pricing, although always important, shall be only one of several criteria that CCSU will consider. The award shall be made to the most responsive bidder offering the best value as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated according to the evaluation criteria listed below.

1. Qualifications and Experience
2. Ability to Perform (equipment owned, size of work force, etc)
3. Cost Structure
4. Supplemental Information (chemicals used, company's green/sustainability efforts and offerings, etc)

1.14 References

The bidder shall submit with the bid a list of three to five contract customers of equal size and complexity where he is performing or recently performed similar services. CCSU retains the option of contacting any or all of these references. Use the References page included.

1.15 Environmental Sustainability

The contractor shall be responsible for disposing of his own regulated materials and all replaced parts, supplies, debris etc in accordance with all applicable federal, state and local laws. Where possible, contractor shall promote recycling, and properly label and containerize all electronics, lights, batteries and other items, in order to promote CCSU's Environmental Sustainability initiative and conform to the Universal waste regulations.

STATEMENT OF BIDDER'S QUALIFICATIONS, CCSU RFQ S930032

This form will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, ability to perform, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

Use separate sheets of paper as needed.

BIDDERS NAME: _____

ADDRESS: _____

Number of years company has been engaged in business under this name: _____ years

List other names your company goes by: _____

List any contract awards to your company by the State of Connecticut within the last (3) years, THAT YOU ACTUALLY PERFORMED SERVICES AGAINST. Indicate which State Agency, and provide contract name and number, and the name and telephone number of the purchasing agent administering the contract.

- 1.
- 2.
- 3.

Sustainability is a major incentive at CCSU. Fertilization and pest control services have historically been viewed to use chemicals that can negatively impact the environment. Provide complete information on the chemicals and pesticides your company intends on using if awarded this contract.

Related, provide information on your company's efforts to "go green", specifically any such efforts that would directly impact services at CCSU.

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GENERAL INFORMATION ABOUT THE COMPANY, CCSU RFQ S930032

COMPANY NAME: _____

Size of Company or Corporation:

Number of Employees: Full Time: _____ Part Time: _____

Total Asset Value: _____ Equipment Asset Value: _____

OWNER/OPERATOR: _____ PARTNERSHIP: _____ CORPORATION: _____

Is your company registered with the Office of the Connecticut Secretary of State?

YES _____ NO _____ Registration Date; if available, _____

List of equipment to be used for this service (include Model, Year and manufacturer):

- 1.
- 2.
- 3.
- 4.

Attach an additional sheet if necessary

List any relevant Certifications, Licenses, Registrations, etc., which qualify your company to meet the requirements of this bid.

- 1.
- 2.

Attach an additional sheet if necessary

Please list any administrative actions either pending review by the State, or determinations that the State has made regarding your company or corporation. This should include court judgments, and pending suits by a State or Federal Court. Include in your statement a list of OSHA violations, and any actions or orders pending or resolved with any State Agency such as The Department of Consumer Protection, the Department of Environmental Protection, etc. Please detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

I HEREBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

Signature

Date

Title

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REFERENCES –

Responses should include references from institutions of similar or the same size where your organization has provided services similar to those being requested at CCSU. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

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

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
 Name of Entity Name of Entity

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

 Authorized Signatory

 Date

 Printed Name

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**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS (rev 09/17/07)**

The contract to be awarded is subject to contract compliance requirements mandated by Sections 4a-60 and 4a-60a of the Connecticut General Statutes; and, when the awarding agency is the State, Sections 46a-71(d) and 46a-81(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: “(1) Who are active in 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.” “Minority” groups are defined in Section 32-9n of the Connecticut General Statutes as “(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . .” An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

- (a) the bidder’s success in implementing an affirmative action plan;
- (b) the bidder’s success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder’s promise to develop and implement a successful affirmative action plan;
- (d) the bidder’s submission of employment statistics contained in the “Employment Information Form”, indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
- 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
- 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOBTRINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)				3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination			
SOURCE	YES	NO	% of applicants provided by source								
State Employment Service								Work Experience			
Private Employment Agencies								Ability to Speak or Write English			
Schools and Colleges								Written Tests			
Newspaper Advertisement								High School Diploma			
Walk Ins								College Degree			
Present Employees								Union Membership			
Labor Organizations								Personal Recommendation			
Minority/Community Organizations								Height or Weight			
Others (please identify)								Car Ownership			
								Arrest Record			
								Wage Garnishments			

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature)	(Title)	(Date Signed)	(Telephone)
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Connecticut State University System



**Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office**

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

The following words, when used herein, shall have the following meanings:

1. "Contract" shall mean any agreement negotiated by and between CSU and the contractor selected by CSU as the result of a request for proposal, request for quotation, or request for bid, including, but not limited to, a personal service agreement or purchase order.
2. "CSU" shall refer to the Connecticut State University System, which is comprised of Central Connecticut State University, Eastern Connecticut State University, Southern Connecticut State University, Western Connecticut State University and the System Office, collectively and individually, as the context requires.
3. "Person" shall mean an individual, partnership, corporation or other business entity, as the context requires.
4. "Proposal" shall mean a response to a request for proposal, request for bid, or request for quotation.
5. "Proposer" shall mean a contractor that submits a response to a request for proposal, request for bid, or request for quotation.
6. "RFP" shall mean a request or invitation for proposal, bid, or quotation, as applicable.

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

1. CSU reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSU, in its sole discretion, reserves the right to accept or reject any and all proposals, in whole or in part, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of CSU.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSU does not commit to specific volumes of activity, nor does it guarantee the accuracy of statistical information provided in the RFP. Such information is supplied to proposers for reference only.
4. All responses to the RFP shall be and remain the sole property of CSU.
5. Each proposer shall bear all costs associated with proposer's response to an RFP, including, but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFQ

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17, 7C and 14.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
 - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

Not applicable to this RFQ.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

E. Inspection and Tests

1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

F. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

Central Connecticut State University is an equal opportunity employer.



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

To all interested parties

October 31, 2006

In an effort to provide the safest possible environment for our students, faculty and staff while recognizing that many of the services required to operate the university are provided by employees of private companies and as such are not directly subject to the Connecticut State University System Pre-Employment Background Verification Policy (dated March 4, 2005), CCSU is incorporating the following language into all its ongoing service contracts -

“The Contractor shall be responsible for conducting a worldwide background check including social security number verification; identity check; criminal arrests, convictions, and warrants; Sex Offender Registry status; and a motor vehicle check on all individuals it plans to assign to work on CCSU's campus. The Contractor shall screen individuals based on the results of their background checks prior to assigning them to work on CCSU's campus. For those individuals whom the Contractor has assigned to work on CCSU's campus, the Contractor shall provide a designated CCSU administrator with access to their background checks a minimum of two weeks prior to the beginning of their work assignments at CCSU. CCSU shall have the right to refuse the assignment to CCSU of particular individuals.”

Note that this shall apply to all new hires from November 1, 2006 forward.

Sincerely

Thomas J. Brodeur, C.P.M.
Director of Purchasing
Phone: (860) 832-2531

xc: Bachoo, Magnan, Moran, Scarlett, Karas

ENVIRONMENTAL HEALTH AND SAFETY PROCEDURES AND REQUIREMENTS

The Central Connecticut State University Office of Environmental Health and Safety (EH&S) remains committed to providing a safe work place environment for its students, faculty, staff and contractors. The following procedures have been put into place for all contractors to follow with all work both routine and emergency. Failure to comply will lead to job stoppage, employee suspension or removal and possible loss of contract work.

- A. All workers need to be experienced and OSHA safety trained in their specific job duties or trades.
- B. A job hazard analysis must be completed in writing by the contractor utilizing administrative, engineering and personal protective controls.
- C. A safety plan must be submitted for approval to the CCSU EH&S, including all Material Safety Data Sheets along with OSHA 10 and all other document-required trainings, i.e. scaffolds, confined space, lift truck, tow motor, etc.

Barricades, safe work zones, signage, timing of work and other work control methods are required in the safety plan as the protection of the students, staff and faculty and workers is required at all times and is of the utmost importance.

All unsafe work conditions are required to be addressed at once. Near misses and other unsafe events should be documented and reported to the EH&S office at once.

- D. A hot work permit must be obtained prior to any hot work. Contact EH&S for written permission.
- E. If any work will block or alter a response of Emergency Apparatus, (fire, police or medical) the contractor must gain approval from the CCSU EH&S in advance.
- F. Contractor are NOT ALLOWED to tamper or disable any fire detection/protection device without the written permission of the CCSU EH&S. This includes physically covering a device.
- G. Contractor must provide to EH&S a list of emergency contact numbers during work and off hours.
- H. Contractor assumes responsibility for site safety at all times. If anyone enters into a work zone without being signed onto the safety plan or not wearing the correct personal protective equipment, work must be stopped and the situation corrected.
- I. Contractor assumes responsibility for securing the site or any hazards upon completion of work both at lunch and end of day.
- J. Contractor is required to secure and provide a "CALL BEFORE YOU DIG" permit if digging any holes by mechanical means, and only after an acceptable layout has been done.
- K. All contractor injuries must report to the CCSU EH&S within 1 hour of the injury. A written report, photos and method changes will be required before the job re-starts.
- L. Contractors doing work on off hours (Monday thru Friday 8:00 am to 4:00 pm) must sign in and out with the university Police Department whenever there is no project manager, CCSU contract administrator or EH&S professional available.
- M. The project managers will perform job site inspections daily or as needed with the project contact person.
- N. Any changes to work plans or documents require reporting to CCSU EH&S
- O. Unless specifically required for the project at hand, use of campus sidewalks by contractor vehicles is restricted to emergencies only and needs prior approval by EH&S or the University Police. All vehicles on campus sidewalks shall follow these rules of operation:
 - Vehicle speed shall not exceed 5 mph
 - Vehicle shall turn on flashers and headlights at all times
 - Driver and passenger(s) shall wear seatbelts whenever the vehicle is in motion
 - Contractor shall provide a ground man for larger vehicles and or while backing up
- P. No work by a contractor or sub will start without first contacting the office of Environmental Health and Safety unless it has immediate impact to student/staff safety or is emergency response related. All off hour injuries, near miss, and other incidents require immediate contact even in off hours. CCSU Office of Environmental Health and Safety contact information:
Domenic Forcella D-860-832-2499 C-860-637-4596 forcellad@ccsu.edu
Terrence Ferrarotti D- 860-832-2386 C-860-982-8260 ferrarottitep@ccsu.edu
David Honyotski D- 860-832-3068 C-860-982-8386 honyotskidab@ccsu.edu
CCSU Police Department 860-832-2375