WESTERN CONNECTICUT STATE UNIVERSITY

REQUEST FOR PROPOSAL

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. WCSU reserves the right to reject in whole or part any or all bids submitted.

VENDOR NAME and ADDRESS:

BID NUMBER:

2014-ERB-0242

BID DUE DATE:

April 4, 2014 by 2:30 PM

RETURN TO:

Western Connecticut State University
Purchasing Department
181 White Street
Danbury, CT 06810

DATE ISSUED:

March 4, 2014

SIGNED (for agency)

E.R. Boriss

PREPARED BY:

E.R Boriss
Associate Director – Administrative Services
Phone: (203) 837-8758
Fax: (203) 837-8659

PURCHASING AUTHORITY:

Public Acts 91-256/92-154
CGS 10a-151b

Item	Description	Unit	Quantity	Price	
1	Western Connecticut State University is accepting sealed bids for janitorial services as specified for the Visual Center for Performing Arts on the Westside Campus for an initial 3 year term and an option for two (2) additional one year renewals through June 30, 2019. This Invitation to Bid is reserved for vendors currently holding a **set-aside certificate** at the time of bid opening from the State of Connecticut's Department of Administrative Services Supplier Diversity Set Aside Program. All contractors are required to visit the site and become familiar with existing conditions. **A mandatory pre-bid meeting is scheduled for Thursday March 13th, 2014 at 9:30 a.m.**, beginning in the lobby of the Westside Campus Center located on the WS campus-GPS users use the 43 Lake Ave Extension Danbury CT address. http://www.wcsu.edu/campustour/directions.asp Please note that Executive Order No. 14, promulgated by Governor Jodi Rell on April 17, 2006 applies to this bid, and is included in the bid package for your reference. Contractors must comply with all provisions of Connecticut State Statute 31-57f, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the Department of Labor.				

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature_____ Date_____ Printed Name_____ Phone_____ Extension_____ Cash discount Payment Terms _____%_____days, net 30 days Company FEIN_____	
WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL 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. WCSU reserves the right to reject in whole or part any or all bids submitted.

VENDOR NAME:	BID NUMBER: 2014-ERB-0242
Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	PAGE 2

Item	Description				
	See Attachment for complete specifications and bid package requirements. Contractors may submit questions or requests for clarification via email to Mark Case, Director for Administrative Services, at casem@wcsu.edu. The deadline for submission of questions is March 21, 2014. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be distributed to all interested parties no later than March 28, 2014, through an addendum, via the State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us)				

Bid Parameters

Compliance with the attached terms and conditions is mandatory. The forms

- "Commission on Human Rights and Opportunities - Contract Compliance Regulations – Notifications to Bidders"
- "State of Connecticut Nondiscrimination Certification – Affidavit by Entity Form C, D or E as applicable"
- "State of Connecticut OPM Ethics form 5- Consulting Agreement Affidavit" and
- "State of Connecticut OPM Ethics form 1- Gift and Campaign Contribution Certification"
- Ethics form 6 – Affirmation of receipt of state ethics laws summary and
- Appendix II Proposal Certification

must be completed and submitted with the proposal.

Contractors shall submit a clearly marked original plus (2) copies of the proposal.

Note that this is a sealed bid. Late bids, e-mailed bids, faxed bids, or unsealed bids will not be accepted. Please note the sealed bid number 2014-ERB-242 on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is April 4, 2014 at 2:30PM in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT.

Note that proposals received shall be valid for 120 days after the bid opening date.

Note that Western Connecticut State University reserves the right to reject any and all solicitations and to order or to not order any and all goods or services in this solicitation.

To be completed by bidder	Vendor Authorized Signature_____ Date_____

Program Specification
Custodial Services for the Visual Center for Performing Arts

Sealed Bid 2014erb0242

Section 1.0: Administrative Overview

1.1 Introduction

This is a Request for Proposals (RFP) issued by Western Connecticut State University (hereinafter referred to as the "University" or "WCSU") seeking proposals from experienced and qualified vendors to furnish custodial services as specified for the Visual Center for Performing Arts (hereinafter "Arts Center") located on the Westside campus of Western Connecticut State University, 43 Lake Avenue Extension, Danbury, CT 06810.

1.2 Authority

This RFP is issued by WCSU under the provisions of the Connecticut General Statute's 4a-52a, 10a-151b and 10a-89.

1.3 RFP Organization

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Contractors with a general description of the University, background, RFP objectives, the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Contractor's proposal.

Section 4, Evaluation Criteria -- Describes how proposals will be evaluated by WCSU.

1.4 Proposer Site Visits

All contractors are required to visit the site and become familiar with existing conditions. A mandatory pre-bid meeting is scheduled for 9:30AM on Thursday, March 13, 2014 beginning in the lobby of the University's Westside Campus Center, located next to the Arts Center at 43 Lake Avenue Extension, Danbury, CT 06810. Attendance at this meeting is a condition of submitting a proposal. Note that as the Arts Center is still under construction, participants will be required to wear a hard hat and safety vest. Participants are asked to bring a hard hat and safety vest with them. In addition, participants will be asked to sign a liability waiver form as the University does not currently retain possession of the Arts Center.

1.5 Submission of Questions

Contractors may submit questions or requests for clarification via email to Mark Case, Director for Administrative Services, at casem@wcsu.edu. The deadline for submission of questions is March 21, 2014. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be distributed to all interested parties no later than March 28, 2014, through an addendum, via the State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). Note that any addenda issued will be posted on the Department of Administrative Services contracting portal, address www.das.state.ct.us. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and 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.

1.6 Submission of Proposals

Contractors shall submit a clearly marked original plus (2) copies of the proposal. Proposals shall be received by the WCSU Purchasing Department no later than April 4, 2014 at 2:30PM. At that time, a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

Esther Boriss
Associate Director of Administrative Services
Western Connecticut State University
181 White St.
Danbury, CT 06810

The outside cover of the package containing the proposal shall be marked:
"RFP 2014erb0242 – Custodial Services for the Visual and Performing Arts Center"
along with the request for proposal number to allow for proper identification of the bid.

Note that proposals received shall be valid for 120 days after the bid opening date.

Note: Should the University be unexpectedly closed at the scheduled bid due date and time (i.e.; inclement weather closing), the bid due date shall default to 2:30PM on the next business day the University is open (a business day defined as Monday-Friday inclusive and not including Saturday or Sunday). Closing information can be obtained via the WCSU website www.wcsu.edu or via the University's weather closing line, phone 203-837-9377.

1.7 Costs For Proposal Preparation

Any costs incurred by Bidders in preparing or submitting a proposal or presentation shall be the Bidder's sole responsibility.

1.8 Disqualification of Proposals

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which

demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Bidder shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Bidder is debarred or suspended.
- The Bidder is in default of any prior contract or for misrepresentation.

1.9 Rights Reserved

WCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of WCSU will be served. Should WCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document shall be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

1.10 Final Contract

WCSU intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract. Note that the awarded contractor can expect the same basic contract format to be followed as in the current contract.

1.11 Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the Act that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

1.12 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

1.13 Term of the Contract

The initial term of any contract issued as a result of this request for proposal shall be from on or about May 1, 2014 through June 30, 2017 with an option for two (2) one year renewals through June 30, 2019.

1.13 RFP Terms and Conditions

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the contract.

1.14 This Invitation to Bid is reserved for vendors currently holding a set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business Supplier Diversity Program. Proposers shall supply a copy of their current and active certificate with their proposal.

Section 2.0: Scope of Work

2.1 General Scope

The awarded Contractor (hereinafter called the "Contractor") shall provide custodial services as specified at the WCSU Visual and Performing Arts Center. It is the intent of this contract to maintain the specified areas of the above building in a clean and sanitary condition in conformance with APPA and other acceptable cleaning industry standards, and with cleaning standards established by the University and/or the State of Connecticut.

2.2 Description of Arts Center and General Building Information

The University under the direction of its Facilities Operations department is soliciting proposals for the custodial maintenance of Western Connecticut State University's new Visual and performing Arts Center. The Arts Center is a new 125,000 sq. ft. facility designed and built for the ongoing development and growth of the University's already recognized visual and performing arts programs. Programs such as Music, Theater, and Art will continue to grow and expand in this new facility. The facility offers theaters and conservatories, art studios, music practice rooms, classrooms, and office spaces.

The awarded contractor will provide full custodial service to interior and some exterior portions of the facility. Detailed custodial specifications have been created and incorporated into this bid specification for use as standards for proper cleaning and servicing.

The University has made the commitment to utilize only chemicals and other cleaning products conductive to providing "environmentally friendly" atmosphere for everyone on campus. The awarded contractor will be expected to meet all University safety and environmental standards. Additionally, the use of cleaning product and paper supplies will be limited to those already approved by the university to be used for basic cleaning functions. The approved list of cleaning products can be viewed on exhibit 1.

The anticipated operating hours for the Arts Center are expected to be seven (7) days a week from 7am to 11pm. During special occasions or in support of special functions those hours may be expanded. Custodial services are to be provided in support of this schedule.

2.3 Cleaning Criteria and Scope

2.3.1 Entrances, Lobbies, and Corridors: From Monday through Friday, Contractor shall on a daily basis:

- Empty/clean waste receptacles, remove debris, empty recycle containers in and around the facility, service cigarette urns.
- Dust mop and wet mop tiled areas.
- Vacuum carpet areas and mats; remove gum and soil spots.
- Clean and Disinfect drinking fountains.
- Clean entrance door glass.
- Spot clean other lobby glass.
- Remove signage and graffiti as required.
- Remove leaves/litter/snow from all adjacent outside areas to the nearest primary sidewalk.
- Clean glass partitions, display cases, and interior door glass.
- Spot clean walls and ceilings.
- Dust furniture, fire extinguishers, related fire equipment cabinets.
- Restore floor finish on non-carpeted floors.
- Remove scuffmarks and/or spray buff tiled floors.
- High dust vents, lights, pipes, venetian blinds, and connecting and horizontal wall surfaces.
- Provide and maintain floor mats.
- Empty trash/recycle receptacles left outside of offices. Replace receptacle liners.

2.3.2 Classrooms and Teaching Studios/Laboratories: From Monday through Sunday, Contractor shall on a daily basis:

- Empty waste/recyling receptacles and replace receptacle liners.
- Realign/reset furnishings according to room layout plan; adjust window covering.
- Clean chalkboards/whiteboards and chalk trays; Provide and replace chalk/markers and erasers as required.
- Vacuum carpeted areas thoroughly; remove gum and soil spots/spillage.
- Dust mop and wet mop tiled floors.
- Clean glass in doors and partitions.
- Remove signage and graffiti as required.
- Clean door surfaces.
- Clean desks and table tops of graffiti/dust/dirt/spills.

From Monday through Friday, Contractor shall on a daily basis in the Classrooms and Teaching Laboratories:

- High dust vents, lights, pipes, Venetian blinds, and connecting vertical and horizontal wall surfaces.
- Vacuum upholstered seats.
- Remove scuffmarks and/or spray buff tiled floors.
- Dust furniture surfaces and damp clean tabletops.

Contractor shall on a weekly basis wash all white boards using warm wate and a mild neutral detergent. Boards and any assocatied trays will be left clean and dry prior to the start of any scheduled class or event.

2.3.3 Conference Rooms/Museums/Exhibition Spaces: From Monday through Friday, Contractor shall on a daily basis:

- Empty and clean waste/recycle receptacles, and replace liners at least on a daily basis or as necessary in suport of scheduled functions and events.
- Dust furniture surfaces and damp clean tabletops.

- Realign/reset furnishings according to room layout plan; adjust window covering.
- Clean chalkboards/whiteboards and chalk trays; replace chalk/markers and erasers as required.
- Vacuum carpeted areas thoroughly; remove gum and soil spots/spillage.
- Clean glass in doors and partitions.

- Clean door surfaces.

Twice weekly, as events schedule allows Contractor shall:

- Restore floor finish on non-carpeted floors.
- High dust vents, lights, pipes, blinds, and connecting vertical and horizontal wall surfaces.
- Vacuum upholstered seats.
- Remove scuffmarks and/or spray buff tiled floors.
- Dust mop and wet mop tiled floors.

2.3.4 Offices and Office Suites: Once per week, Contractor shall:

- Empty and clean waste/recycle receptacles and change liners. Clean receptacles as required.
- Clean private restrooms located within offices. Public restroom cleaning standards will be followed.
- Clear dust from furniture tops, desk lamps, and bookshelves.
- Vacuum traffic areas and remove spots/spillage from carpeted floors.
- Spot clean doors and glass.
- Vacuum thoroughly.
- Clean doors, door glass, and telephone.
- Dust mop and wet mop tiled floors.
- High dust coat racks, clocks, ledges, pipes, vents, blinds, and connecting vertical and horizontal wall surfaces.
- Remove scuffmarks and/or spray buff tiled floors.
- Vacuum fabric covered sofas and chairs.

Once per day contractor shall:

- Empty and clean waste/recycle receptacles and change liners.

2.3.5 Restrooms/Locker Rooms/Employee Lounges/Break Rooms: From Monday through Sunday, Contractor shall on a daily basis:

- Empty and clean waste/recycle receptacles and change liner.

- Restock soap, paper towel, toilet tissue and sanitary napkin dispensers. Products will be limited to those already approved for use by the university and can be viewed in exhibit 2.
- Clean mirrors.
- Clean and disinfect basins.
- Clean and disinfect urinals and stools. This building will have high efficiency waterless urinals. Contractor will be required to maintain urinals per manufacturer's and WCSU's specifications. Waterless urinal service directions can be seen on exhibit 3.
- Polish stainless steel and chrome surfaces.
- Spot wash and disinfect walls, lockers, and partitions.
- Clean doors, hardware, and adjoining space.
- Dust mop and wet mop floors with disinfectant solution.
- Clean and polish partitions thoroughly.
- Wash/ disinfect walls and lockers.
- Pour at least one gallon of water down floor drains.
- Dust wall and ceiling vents.
- Clean and disinfect basin, basin hardware, supply and drain lines.
- De-scale fixtures.
- Scrub floor with floor scrubber and disinfect.
- Clean graffiti from all surfaces.

Note that all public area restrooms and restrooms servicing Theater and/or Concert Hall performances, cleaning services shall be provided from Monday through Friday.

All facility restrooms will be policed for adequate supplies, fixture operation and condition, and general cleanliness and appearance at least every other hour from 8:00 AM to 6:00 PM Monday through Friday. Building custodians will be required to complete and initial a WCSU restroom inspection log. Inspection log can be viewed as exhibit 4.

All facility restrooms will be policed for adequate supplies, water stoppages, and general cleanliness once every four hours during shifts 1 and 2 Saturday and Sunday.

All restrooms shall be serviced once after 10:00 pm unless the facility assembly areas & exhibition areas are in use.

All building passageways, entryways, and stairwells and elevators in the path of travel to and from building restrooms will be policed as part of the restroom service delivery by the contractor.

2.3.6 Shower Stalls: From Monday through Sunday, Contractor shall on a daily basis:

- Remove foreign matter and soap.
- Clean and disinfect floors.
- Flush floor with clear water and squeegee dry.
- Disinfect shower walls.
- Clean beneath shower mats. Clean and disinfect mats.
- Clean handles, showerheads and other fixture hardware.
- High dust all surfaces.
- Scrub floors with floor scrubber and disinfect.
- Scrub and disinfect shower room walls. Remove scum from walls.
- Clean graffiti from all surfaces.

- Elevators (3): From Monday through Friday, the Contractor shall: Sweep and wet mop tiled floors
- Vacuum carpeted floors; remove gum and soil spots/spillage.
- Polish stainless steel and spot clean walls and doors.
- Damp clean walls and doors thoroughly.
- Remove trash from ceiling light panels. Vacuum door tracks and clean vents.
- Remove scuffmarks and/or spray buff tiled floors.
- Restore floor finish on non-carpeted floors.
- Clean light fixtures and ceiling panels.
- Clean graffiti from all surfaces.
- Clean floor door tracks.

2.3.7 Public Stairs: From Monday through Friday, the Contractor shall:

- Dust mop and wet mop.
- Dust handrails.
- Dust window ledges; clean risers and ledges.
- High dust vents, lights, pipes, Venetian blinds, and connecting verticals and horizontal wall surfaces.
- Remove scuffmarks and/or spray buff tiled floors.
- Clean graffiti from all surfaces.

2.3.8 Lunchrooms and Lounges: From Monday through Sunday, the Contractor shall:

- Clean table tops with disinfectant.
- Empty waste receptacles and replace liners.
- Dust mop and wet mop tiled areas.
- Vacuum carpeted areas and mats, remove gum and soil spots.

- Disinfect drinking fountains.
- Clean glass partitions, display cases, and interior door glass.
- Spot clean walls.
- Dust furniture, fire closets and extinguishers.
- Remove scuffmarks and/or spray buff tiled floors.
- Restore floor finish on non-carpet floors.
- High dust vents, lights, pipes, Venetian blinds, and connecting vertical and horizontal wall surfaces.
- Thoroughly clean furniture.
- Clean graffiti from all surfaces.

2.3.9 Shop Areas: From Monday through Sunday, the Contractor shall:

- Empty waste receptacles and replace liners, dust mop or sweep floors; and spot - mop floors.
- Dust sills and ledges; spot - clean walls.
- Mop floors with detergent solution and buff floors coated with floor finish or wax.
- Clean graffiti from all surfaces.
- Remove all excess materials, recycle as appropriately per University recycling guideline, and deposit in on-site containers

2.3.10 Carpeting Cleaning: All carpeting traffic lanes shall be vacuumed daily. All spotting receives daily extraction treatment. Thorough vacuuming of all carpet surfaces shall be performed weekly. Shampooing and thorough extraction of all carpet surfaces shall be performed semi-annually. All classroom, computer rooms, auditorium classrooms shall also be extracted and shampooed during all break periods as scheduled through the University. Typical break periods are as follows:

- Spring Break (mid March)
- Winter Break (January)
- Summer Break (June/July)

2.3.11 Window Cleaning: All interior public area window surfaces are to be spot cleaned at least daily. All interior window surfaces shall be cleaned annually. All exterior upper floor window surfaces shall be cleaned annually. All exterior first floor window surfaces shall be cleaned monthly.

2.3.12 Floor Finishes and Cleaning: All first floor corridors, entryway, and other public area floors are to have scuffmarks removed daily. All floor corridors, entryways, and public areas shall be buffed or burnished weekly. All other floor areas shall be buffed or burnished monthly. All floors shall be stripped and refinished as required to maintain consistent condition.

2.3.13 Building Exterior Surfaces: On a daily basis, awarded Contractor shall:

- Maintain all exterior building surfaces free of dirt, cobwebs, debris, and other foreign matter up to a height 12 feet above the ground, walk, walkway or other surface adjacent to the building.
- Clean graffiti from all surfaces.

2.3.14 Recycling and Hazardous Materials: On a daily basis, Contractor shall:

- Remove all items deposited for recycling to designated containers and transport to designated locations.
- Remove all items deposited for hazardous material handling to designated containers and transport to designated locations within the facility in accordance with University waste management policies and procedures.

2.3.15 Light Bulb Replacement and General Maintenance: On a daily basis, Contractor shall:

- Replace all non-functioning building light bulbs on a daily basis. When replacing light bulbs identify the date of the bulb replacement using an appropriate felt tipped marker. Contractor is responsible for providing all ladders and other equipment necessary to safely and effective perform this function.
- Remove all spent light bulbs and transport to designated locations within the facility in accordance with University waste management policies and procedures.
- Identify areas, systems, spaces, and items that need repair and generate a WCSU work order. Contractor will be given privledges to generate work orders on the Univeristy work order system.

2.4 Materials, Equipment, and Storage

2.4.1 Unless otherwise noted, the Contractor shall furnish, at its own expense, all cleaning supplies, equipment and materials, including, but not limited to vacuum cleaners, brooms, mops, pails, wringers, disinfectants, waxes, polish, soaps, trash can liners, recycling liners (color blue or clear), hooks and other expendables necessary to properly perform the required work and meet the requirements of the contract. All supplies and electrically operated equipment shall be properly grounded and all equipment shall be in safe working order.

2.4.2 Materials Safety Data Sheets – The Contractor shall maintain an on-site file of Material Safety Data sheets for all products used as required by OSHA. The Contractor shall make such on-site file available at all times to OSHA and the owner. This file must be made available upon award of the bid.

2.4.3 The Contractor shall use slip resistant floor wax or floor finish having a static co-efficient fraction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.

2.4.4 The University shall provide the Contractor with room(s) for storage of Contractor's supplies and equipment.

2.4.5 Contractor shall adhere to Executive Order No. 14, promulgated by Governor M. Jodi Rell on April 17, 2006 applies to this bid, and is included in the bid package for your reference.

2.5 Building Access and Security

2.5.1 The Contractor shall be required to pick up and drop off keys using an electronic key box located on premises. In the event that keys are lost, misplaced, or otherwise unaccounted for, the contractor will be responsible for the cost incurred by the university to re-key all affected areas. Keys, key rings, and other access media will be required to be returned to the University key box on a per shift basis. Request for access will be managed by your site contact and will be granted per University policy and procedure. Under no circumstance are keys to leave the Visual and Performing Arts Center.

2.5.2 The Contractor shall be responsible for complying with all applicable University regulations for vehicle parking. The University will note designated areas vehicles may be parked while services are being rendered.

2.6 Qualifications for Contractor's Employees:

2.6.1 Background Investigation: The Contractor is responsible for conducting a comprehensive background investigation of all employees assigned to the WCSU facilities. The background check will detail employment history, arrest information, and citizenship. Contractor shall represent to the University only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties will be employed.

2.6.2 Training and Instruction: Contractor shall provide evidence on an annual basis employee's training and instruction in proper cleaning procedures and safe and proper use of cleaning products.

2.6.3 Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with University personnel. The minimum language competency is essential to permit discussion of University concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and no emergency situations.

2.6.4 Supervision: Contractor shall have on site during all periods of work a supervisor overseeing the work and Contractor's employees. The supervisor shall have a command of the English language to permit sufficient dialogue with University personnel.

2.6.5 All employees and agents of the Contractor shall be subjected to the jurisdiction of the University while performing services on University property. Each employee must comply with the "Standards of Conduct" applicable to all employees of Western Connecticut State University, as noted herein.

2.6.5.1 Employee Standards of Conduct: In accordance with Standards of Conduct, the following items are strictly prohibited:

a. Use or possession of drugs or alcohol.
b. Possession of firearms.
c. Smoking in University buildings.
d. Harassment (sexual, racial, or otherwise) or intimidation of any member of the University community.
e. Violation of applicable traffic or public safety regulations or of University rules and procedures.
f. Unauthorized use of University vehicles, equipment, or property.
g. Use of University telephones for personal business.
h. Removal or theft of University property.
i. Unauthorized duplication or possession of University keys.
j. Transfer of personal identification card or parking pass to unauthorized personnel.
k. Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community.
l. Interference with the work of other employees.
m. Work attire other than the specified uniform.
n. Loud, vulgar behavior or the use of profanity.

2.6.5.2 The University 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 University from time to time, as required, to protect the health, safety, and welfare of the University community.

2.7 Supervision and Oversight by Contractor

2.7.1 Meeting with Contractor's Supervisor – Contractor's Supervisor shall meet with the University's facility personnel to review issues and to receive instructions relative to cleaning activities, as needed.

2.7.2 Contractor's Supervisor's Daily Inspection Responsibilities – The Contractor's Supervisor shall inspect the facility upon conclusion of

cleaning and complete and sign a checklist noting that all required cleaning has been completed.

2.7.3 Checklist and Inspection Report Form – The University shall monitor Contractor's compliance with the terms of this contract by way of random inspections to be performed by University personnel. Inspection results will be indicated on a form entitled "Checklist and Inspection Report Form" and will be classified as "Acceptable", "Needs Improvement", or "Unacceptable." The exact content of the form shall be developed by the University and shall reflect the requirements of this contract. The University shall present the job completion checklist to the Contractor's supervisor. The Contractor's supervisor shall sign said job completion checklist. The signed checklist will constitute a record of the Contractor's compliance or noncompliance with the terms of this contract. Contractor's failure to satisfactorily complete an "unacceptable" item within 3 calendar days can result in termination of the contract by the agency. The University reserves the right to revise the checklist from time to time and to make necessary changes as required to insure the timely and adequate cleaning or each building.

2.8 Insurance: The Contractor shall not commence work until a Certificate of Insurance has been submitted to the University. The Certificate of Insurance shall be in accord with the following requirements and stipulations, as noted:

2.8.1 With respect to the operations performed by the Contractor and those performed for him by subcontractors, the Contractor shall carry regular Contractor's public liability insurance providing for a minimum 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 to 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 a minimum 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.

2.8.2 The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by automobile liability insurance in the following amounts: Total limit of three hundred thousand ($300,000) 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 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 out of injury or destruction of property during the policy period.

2.8.3 With respect to all operations performed by the Contractor and al those performed by the Contractor by his subcontractors, the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws and requirements of the State of Connecticut.

2.8.4 The Certificate of Insurance policy shall 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 the policy. No change shall be made without prior written approval of the University.

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

2.8.6 Contractor's insurance policy shall stipulate that the insurance company agrees to investigate and defend the insured against all claims for damages, even if groundless.

2.8.7 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 the costs thereof shall be considered included in the general cost of the work.

2.8.8 Insurance contracts required under this section shall not contain a deductible clause. As to all coverage required above, the State of Connecticut and Western Connecticut State University shall be named as an additional insureds.

2.9 Contractor's Qualifications: As a necessary prerequisite for bidding on this contract, Contractor must:

2.9.1 Have been in business as a corporation, partnership, or sole partnership continuously for at least the last five (5) years, engaged in the business of commercial cleaning.

2.9.2 Show or be able to demonstrate to the satisfaction of the University that they possess the ability and capacity to successfully perform the obligations of this contract through evidence of satisfactory performance in similar type building (e.g., classroom or office buildings) for at least five (5) years.

2.9.3 Submit an annual report or other meaningful financial data that will permit the University to analyze the Contractor's financial ability to meet the

requirements of this contract. The report shall include Contractor's annual dollar volume, number of accounts, and number of employees.

2.9.4 Submit to the University as a part of the bid proposal list of five current business references, including address of the company, name and telephone number of a contact person, and a length of time that services were performed for each company.

2.9.5 Not have been cited for two or more violations of State Labor Regulation or of any willful or serious violations of any OSHA standards, orders, or regulations promulgated pursuant to such ACT, during the three-year period preceding the bid.

2.9.6 Agree to comply with all terms and conditions set forth by the University in this request for proposal and any subsequent contract resulting from this request for proposal.

2.9.7 Retain an active and current certificate within the State of Connecticut's Supplier Diversity Program, as stipulated in section 1.14 of this request for proposal.

2.10 Interruption of Building Services

2.10.1 The Contractor shall provide to the University prompt notice of any elevator breakdowns or damage to or defective condition in any part of the buildings sanitary, electrical, heating, or other similar or dissimilar systems serving, located, or passing through the premises and the damage or defective condition shall be remedied by the University with reasonable diligence. In no event shall the Contractor be relived of its cleaning obligations as a result of any disruption or interruption in the above building system nor shall the Contractor be entitled to claim any damages as a result of the University's failure to promptly eliminate said disruption or interruption of the above building systems.

2.10.2 The Agency reserves the right, without liability to the Contractor, to stop or interrupt any heating, lighting, ventilating, air conditioning, electricity, water, cleaning, or other similar or dissimilar service and to stop or interrupt the use of any building or conveyance system or facility at such times as may be necessary and for strikes, or the making or repairs, alterations, or improvements, or inability to secure a proper supply of fuel, dissimilar cause beyond the reasonable control of the Agency. No such stoppage or interruption shall relieve the Contractor of any of its continuing cleaning obligations of this contract.

2.10.3 The Contractor shall make prompt restitution to the University in the form of cash replacement or repairs (subject to the University's approval) in

settlement of any damage to agency or tenant owned property caused by the Contractor's employees.

Section 3.0 Proposal Requirements

3.1 Response Requirements

3.1.1 All proposals must include a comprehensive response to the specifications in this RFP. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. An original and two (2) copies of the proposal shall be submitted. Failure to respond to the scope or to supply any information required to accompany the proposals may cause the proposal to be deemed as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

3.1.2 Specific Proposal Requirements:

In addition to the detail requested, the proposal shall include all of the following required documentation:

- Proposal Certification
- Contractor Qualifications
- Current Client List identifying a minimum of three (3) organizations participating in your program
- Commission on Human Rights and Opportunities Contract Compliance Regulations (Notification to Bidders)
- Non-Discrimination Certification (OPM Ethics Form C)
- Consulting Agreement Affidavit (OPM Ethics Form 5)
- Affirmation of Receipt of State Ethics Law Summary (OPM Form 6)
- Pricing for services and supplies
- Listing of cleaning supplies to be used (brand names must be included)
- Evidence of insurance
- Identification if the proposer is a division or a subdivision of a larger corporation as warranted
- Name and address of operating company and the names of all the owners or principles of the company or corporation.

In addition, at the time of award, the Contractor shall provide:

- A Gift and Campaign affidavit award (OPM Ethics Form 1)
- A labor and performance bond in the amount of $50,000.00. The labor and performance bond requirement shall be in effect for the full term of the Agreement.
- An insurance certificate reflecting at a minimum the amounts noted herein noting the University and the State of Connecticut as additional insured.

3.1.3 Pricing Structure: In submitting pricing for this proposal, bidder shall:

3.1.3.1 Submit a firm fixed monthly cost for these custodial services. Note that

the pricing submitted shall comply with the standard wage rates for specific job classifications as listed by the State of Connecticut's Department of Labor for the area of Danbury, Connecticut. The wage rates can be found at the Department of Labor's website http://www.ctdol.state.ct.us. Should the wage rates change during the time of an awarded contract, Contractor shall notify the University of such change and any escalation/de-escalation adjustments to the monthly cleaning price shall be made. Note that the awarded Contractor shall be required to submit payroll certification forms to the University validating compliance with the standard wage rate requirements to the University.

3.1.3.2 Submit a firm fixed monthly cost for paper goods associated with these services. This cost shall encompass hand soap, paper towels, toilet paper, and all cleaning consumables. Contractor will be required to provide all materials and equipment in order to effectively clean and maintain this building in accordance with the cleaning schedule enumerated in previous sections. The contractor will be required to use only the cleaning products and paper goods in the attached exhibits.

3.1.4 The proposal must contain a comprehensive plan on how the bidder intends to provide cleaning services for the Visual and Performing Arts Center and meet the scope of work. The basis of the plan shall include the use of a minimum of 5 custodians providing the necessary support and service over 2 shifts with weekend coverage. The proposed operational requirements are as follows:

- Monday to Friday 1st shift – 7am to 3pm
- Monday to Friday 2nd Shift – 4pm to midnight
- Saturday/Sunday 1st Shift – 7am to 3 pm

In the event that there's a need to provide services beyond the fore mentioned operational shifts, the contractor shall provide an hourly cost to provide supplemental services above and beyond those required for normal or anticipated operations. Supplemental services shall typically be required for large venue support or events outside of the normal service hours. All supplemental services shall be approved in advance and shall be invoiced separately. Supplemental service invoices shall clearly describe the event, the time, and the date of service and reference the approval for supplemental service.

Section 4.0 Bid Evaluation Criteria

4.1 Evaluation

The award of an Agreement will be based upon a comprehensive review and analysis of all proposals and negotiation of the proposal which best meets the needs, as follows:

a. Comprehensive plan and approach to cleaning the Arts Center.
b. Understanding of scope of work and cleaning requirements.
c. Pricing proposal and structure.
d. On-site management team and supervision.
e. Financial structure and stability and ability to support this program.
f. Checks of references provided.
g. Compliance with State of Connecticut contracting statutes and regulations, including history of any contracts entered into with the State of Connecticut over the last five (5) years and history of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years.
h. Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO)

Appendix I. References

Proposals should include three institutions, of similar or the same size, where your organization provides services similar to the size and scope of the operation at WCSU. 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:	_____		

Appendix II. Proposal Certification

Proposers – Please sign and submit this certification with your proposal.

Request for Proposal Number: 2014erb0242
Description: Custodial Services for VPA Center

I certify that:

- This proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer's proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.

- The contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.

- The proposal has been developed independently, without consultation or communication with any employee or consultant of WCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.

- This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

_____ _____
(firm) (Phone no.)

_____ _____
(address) (e-mail address)

_____ _____
(signature) (date)

_____
(title)

Exhibit 1 Custodial Consumables
(Cleaning Products to be used by selected contractor)

Item	Vendor	Part Number
Encapsulator Traptor (Drummond products)	Lawson	DL3731512
Bucket Swipes Right Dress	Lawson	DN5211
Furnisher Polish Refresh Swipe	Lawson	DN4980S
Ajax		
BITA Triple Alive	Benman's	BITA Triple Alive
Waterless Urinal products:		
Blue Seal	Klaff's	Blue Seal WNE1114
Enviroclean	Klaff's	Enviroclean WNE 1614
Ecotrap	Klaffs	Ecotrap WNE-3001
3M chemical products:		
25H HB Quat Disinfectant Cleaner	C & C	#10158760CASE
3HNeutral Cleaner	C & C	#10159000CASE
1L Glass Cleaner	C & C	#10159805CASE
8L General Purpose twist n fill cleaner	C & C	6/2LT/cs
Graffiti wipes	United Labs	#626 Wipe off graffiti packe
Triple S products:		
Carpet rinse	Benman's	BI BO1 Carpet Rinse
Neutral stone cleaner	Benmans'	Triple S New Dimensions
Foam eliminator	Benmans'	SSS Foam Eliminator
Chemspec Professional spot lifter	Benman's	PRSL
Diversey Products		
Shower cleaner, tub and tile cleaner	Benman's	Johnson Diversey Crew Sho
Spartan		
Stripper: Green solution floor sealer remover	C & C	#29000709PAIL Spartan 350
Wax: Green solution floor sealer and finish	C & C	#29000241PAIL Spartan 350

Exhibit 2 – Consumables Matrix

Description	Part Number	Quantities in Building
Paper Towels	GEP 89480	21
Toilet Tissue	GP-19375	49
Foam Hand Soap	GP-43816	51

Exhibit 3

WATERLESS URINAL CLEANING SPECIFICATIONS

DAILY

- Urinals are cleaned every 2 to 3 hours by spraying a cleaner/deodorizer called Nviroclean which is made specifically for the waterless urinals. This is applied at each bathroom cleaning.
- The exterior of the Urinal is also wiped down and cleaned.

WEEKLY

- Every 3 days flush urinal with hot water to break up crystallization in the pipes and add BlueSeal Liquid to the top of the EcoTrap cartridge.

Monthly/Yearly

- The EcoTrap cartridge to be changed out every 2 months, remove the cartridge and flush the urinal with hot water, replace with new cartridge and add BlueSeal Liquid.

Ensure all manufactures guidelines and procedures are followed in removing replacing the EcoTrap cartridge and adding the BlueSeal Liquid.

Exhibit 4
Restroom Inspection Log

Western Connecticut State University

Environmental & Facilities Services

Restroom Inspection Log
Covering Two Weeks

Building Name: VPA Building

	Date	Inspected By						
		8:00 AM	10:00 AM	12:00 PM	2:00 PM	4:00 PM	6:00 PM	8:00 PM
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								
Sunday								
Monday								
Tuesday								
Wednesday								
Thursday								
Friday								
Saturday								

Form C
07-08-2009

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Affidavit By Entity For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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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 $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ (Signatory's Title) of _____ (Name of Entity), an entity duly formed and existing under the laws of _____ (Name of State or Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ (Name of Entity) and that _____ (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

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____ _____

Commissioner of the Superior Court/ Notary Public **Commission Expiration Date**

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — New Resolution

By Entity

For Contracts Valued at $50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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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 $50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

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

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

certify that the following is a true and correct copy of a resolution adopted on the _____ day of

_____, 20_____ by the governing body of _____ (Name of Entity),

in accordance with all of its documents of governance and management and the laws of

_____ (Name of State or Commonwealth), and further certify that such resolution has not been modified

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ (Name of Entity) comply with the

nondiscrimination agreements and warranties of Connecticut General Statutes

§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20_____.

_____ Authorized Signatory

_____ Date

_____ Printed Name

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Prior Resolution

By Entity

For Contracts Valued at $50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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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 $50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____.
Name of Entity

I have reviewed the attached prior resolution. I certify that:

(1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and

(2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

_____ _____
Authorized Signatory Title

_____ _____
Printed Name Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

_____ _____
Signature of Agency Head (or designee) Date

_____
Awarding State Agency

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 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-81i(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 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 bidder's □□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 paralegals, 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) (Page 3)

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

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)	

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-discrim ination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 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__

PART IV - Bidder Employment Information

Date:

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 JOB TRAINEES (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, 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)

STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

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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 $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ (Signatory's Title) of _____ (Name of Entity), an entity duly formed and existing under the laws of _____ (Name of State or Commonwealth).

I certify that I am authorized to execute and deliver this affidavit on behalf of

_____ (Name of Entity) and that _____ (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

_____
Printed Name

Sworn and subscribed to before me on this _____ day of _____, 20____.

_____ _____

Commissioner of the Superior Court/ Notary Public **Commission Expiration Date**

STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful 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 initial contract execution 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. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contactor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) **"Gift"** has the same meaning given that term in C.G.S. § 4-250(1);
6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify 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, firm, corporation, or principals or 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 quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request 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.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

Contribution Date	Name of Contributor	Recipient	Value	Description

Lawful Campaign Contributions to Candidates for the General Assembly:

Contribution Date	Name of Contributor	Recipient	Value	Description

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)

STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below**:

_____ _____
Consultant's Name and Title Name of Firm (if applicable)

_____ _____ _____
Start Date End Date Cost

Description of Services Provided: _____

_____

_____

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: _____ _____
Name of Former State Agency Termination Date of Employment

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

_____ _____ _____
Printed Name of Bidder or Contractor **Signature of Principal or Key Personnel** **Date**

_____ _____
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 20___.

_____
Commissioner of the Superior Court or Notary Public

STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628
SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or *solicit* contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions 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.

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--$2000 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 $2000 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 $5000 in fines, or both.

Contract Consequences

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

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

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

Bid/RFP Number:
EXHIBIT C – SEEC Form 11

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

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

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

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

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

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

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

STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than $500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

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INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

_____ _____
Signature Date

_____ _____
Printed Name Title

_____
Firm or Corporation (if applicable)

_____ _____ ____ _____
Street Address City State Zip

_____
Awarding State Agency

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.biznet.ct.gov/SCP_search/default.aspx?acclast 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

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
2. The proposal bond must be executed by the proposer as follows:
   (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
   (b) If the proposer is a partnership - must be signed by a general partner;
   (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as . . . ."
3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

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 contactor 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 and 7C.
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

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and

2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.

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.