



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: 2015-0006-MRC
	BID DUE DATE: February 3, 2015 at 2:30 PM

RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	DATE ISSUED:  December 5, 2014
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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
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Item	Description	Unit	Quantity	Price	
1	<p>Western Connecticut State University is accepting sealed bids for janitorial services for three residence halls on the Westside Campus for a 6 week period beginning mid to end June 2015 and ending August 14, 2015 per specifications listed in attachment "A". There are also approximately 264 rooms which will require initial cleaning beginning 5/11/15 and ending approximately 6/05/15. This Invitation to Bid is reserved for vendors currently holding a <b>set-aside certificate</b> at the time of bid opening from the State of Connecticut's Department of Administrative Services Supplier Diversity Set Aside Program.</p> <p>All contractors are required to visit the site and become familiar with existing conditions. <b>A mandatory pre-bid meeting is scheduled for January 8<sup>th</sup> 2015 at 10:00 a.m.</b>, beginning in the lobby of Pinney Hall located on the WS campus-GPS users enter 43 Lake Ave Extension Danbury CT</p> <p>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.</p> <p>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.</p>				

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 30 days Company FEIN _____
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 <b>WESTERN CONNECTICUT STATE UNIVERSITY</b>	REQUEST FOR PROPOSAL	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.
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Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	PAGE 2
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Item	Description			
	<p><b>See Attachment "A" for complete specifications and bid package requirements.</b></p> <p><b>See attached Appendix III to submit pricing proposal. Prices submitted are per apartment type. The University will provide a more comprehensive schedule for regular cleaning services by May 16, 2015.</b></p>			

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” and
- Appendix I References and Appendix II Proposal Certification must be completed and submitted with 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 2015-0006-MRC on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is February 3, 2015 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 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 \_\_\_\_\_

Bid Specification – Request for Proposal # 2015-0006-MRC  
Cleaning Services for Centennial Hall, Grasso Hall and Pinney Hall  
Summer 2015

**Section 1. Administrative Overview**

1.1 Introduction

This is a Request for Proposals (RFP) issued by Western Connecticut State University (hereinafter referred to as the "University") seeking proposals from experienced and qualified vendors to furnish cleaning services May 11, 2015 through August 14, 2015 as specified, for Centennial Hall, Grasso Hall, and Pinney Hall residence apartments located on the Westside Campus of Western Connecticut State University (hereinafter referred to as the "University") in Danbury Connecticut.

**Note that this Invitation to Bid is reserved for vendors holding a current and active set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business Supplier Diversity Program. Those vendors holding expired, inactive certificates or certificates under evaluation for renewal at the time of bid opening shall not be considered for this cleaning program.**

1.2 Authority

This RFP is issued by the University 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 the University.

#### 1.4 Proposer Site Visits

All contractors planning to submit a proposal against this requirement are required to visit the site and become familiar with existing conditions. A **mandatory pre-bid meeting** is scheduled for January 8, 2015 at 10:00am beginning in the lobby of Pinney Hall located on the University's Westside Campus. For GPS purposes, please enter 43 Lake Ave Extension Danbury CT 06810 as the address for the Westside Campus. Attendance at this pre-bid meeting is a condition of submitting a proposal.

#### 1.5 Submission of Questions

Contractors may submit questions or requests for clarification in writing via e-mail to Mark Case, Director for Administrative Services, at e-mail address [casem@wcsu.edu](mailto:casem@wcsu.edu). The deadline for the submission of questions is January 15, 2015. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled by the Director of Administrative Services and will be posted to all interested parties through an addendum via State of Connecticut's Department of Administrative Services Contracting Portal ([www.das.state.ct.us](http://www.das.state.ct.us)) not later than January 23, 2015. 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 (1) copy of the proposal. Proposals shall be received by the University's Purchasing Department no later than February 3, 2015 by 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 – Cleaning Services for Centennial Hall, Grasso Hall and Pinney Hall Summer 2015" along with the bid number 2015-0006-MRC to allow for proper identification.

**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 University's website [www.wcsu.edu](http://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

The University 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 the University will be served. Should the University 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

The University 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 term of any contract issued as a result of this request for proposal shall be from on or about May 11, 2015 through August 14th, 2015.

#### 1.14 Fees

All fee and cost structures quoted herein for this program shall remain firm for the entire contract term.

#### 1.15 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.

## **Section 2. Scope of Work**

### 2.01 Scope

- A. General – The Contractor shall provide cleaning services as specified at Centennial Hall Grasso Hall and Pinney Hall located at the Westside campus located at Western Connecticut State University”) in Danbury CT. It is the intent of this contract to maintain the specified areas of the above buildings in a clean and sanitary condition in conformance with acceptable cleaning industry standards and with cleaning standards established by the University and/or the State of Connecticut.
- B. This is a term contract for supplemental cleaning services in order to meet peak operational labor demands.
- C. Contract Period – The contract period for the described cleaning services shall begin on or about May 11, 2015, and shall end on August 14th, 2015.
- D. Project Management: The awarded Contractor shall provide a Project Manager/Supervisor to oversee and coordinate all activities. The Project Manager shall have the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project related correspondence.  
  
The Project Manager/Supervisor shall attend project management meetings with University personnel, during which time project issues are discussed, scheduled, confirmed, and/or resolved.
- E. Contractor must employ sufficient staff to adequately support the cleaning services required to complete this project by August 14, 2015.
- F. For the purpose of this bid, the Contractor shall submit a detailed listing by room for all cleaning services performed weekly required under this contract. Note that all pricing submitted shall be of a firm fixed price nature per apartment type.
- G. Executive Order No. 14: Executive Order No. 14, promulgated by Governor Jodi Rell on April 17, 2006 applies to this request for proposal and will be incorporated into any subsequent contracts resulting from this request for proposal.
- H. Standard Wages: Awarded Contractor(s) 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 State of Connecticut's Department of Labor.

- I. Summer 2014 Cleaning Program: For the Summer of 2014, the University expended a total of \$153,484.52 through a contract with Sun Services LLC for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$66,686.92 for Phase 1 (Initial Cleaning), \$32,663.28 for Phase 2 (Regular Cleaning), and \$54,134.32 for Phase 3 (Deep Cleaning).

## 2.02 General Building Information

Centennial Hall, Grasso Hall and Pinney Hall are student residence halls on the University's Westside Campus. It is anticipated that the awarded Contractor will provide continuous cleaning services to restrooms, kitchens, bedrooms and common suite areas as listed per the limitations of this scope.

A. Cleaning Program: The cleaning program would entail performing Initial, Regular, and Deep Cleaning services on up to a maximum of 264 rooms in Centennial Hall, Grasso Hall, and Pinney Hall on the University's Westside Campus. The cleaning phases are required to support camps the University hosts during the summer intersession along with preparing the residence halls for the Fall 2015 semester. Note that the final amount of rooms to be cleaned will depend on occupancy, with the University advising a final amount by May 1, 2015. These cleaning phases are as follows:

(i) Initial Cleaning: There will be an Initial Cleaning service of rooms after the University students vacate the premises at the conclusion of the Spring 2015 semester. The contractor will be required to provide initial cleaning services as specified in section 2.04 from Apartments need to be cleaned according to specifications so that the University can provide housing for incoming campers and staff. The dates of the Initial Cleaning shall be from on or about May 11, 2015 through June 5, 2015.

(ii) Regular Cleaning: As one camp session ends the Contractor will be required to provide Regular Cleaning service of rooms so that the University can provide housing for the incoming new campers arriving each week. Camps generally are held for one week or two week sessions Monday through Friday. The dates of the Regular Cleaning shall be from on or about June 6, 2015 through August 2, 2015.

(iii) Deep Cleaning: As camps conclude and apartments become available throughout July and the beginning of August, in preparation for the opening of the Fall 2015 semester and return of University students, the Contractor will be required to Deep Clean every apartment as specified in section 2.04 so that the University students can return to the residence halls

for the Fall 2015 semester. The dates of the Deep Cleaning of all apartments shall be from on or about August 3, 2015 through August 14th, 2015.

B. Building Summaries

(i) A detailed breakdown of apartments, apartment type, and quantity per building is as follows:

Pinney Hall: (92) apartments, as follows:

- (82) 3 bedroom, 2 bath, kitchen
- (10) 1 bedroom, 1 bath, kitchen

Centennial Hall: (103) apartments, as follows:

- (81) 2 bedroom suites, 1 bath
- (12) 1 bedroom suites, 1 bath
- (10) 1 bedroom suite, 1 bath, kitchen

Grasso Hall: (69) apartments, as follows:

- (63) 2 bedrooms, 1 bath, kitchen
- (6) 1 bedroom, 1 bath, kitchen

2.03 Scope of Cleaning: The Contractor must complete one entire cleaning cycle in all of the following areas per listed frequency, as further defined in section 2.04 of this request for proposal.

2.04 Cleaning Defined

- A. General: Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.

- C. Equipment and Supplies: 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, polish, 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.
- D. Initial Cleaning: The Contractor shall provide initial cleaning prior to summer occupancy. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations. Contractor shall complete the following cleaning operations:
1. Clean student rooms of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the garbage area inside the building.
  2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Wash bathroom floors. Use appropriate cleaning products for bathroom surfaces. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.
  3. Kitchens: Wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances. Wash kitchen floors. Clean stovetop, oven and utility drawers. Stovetop exhaust hoods need to have grease and dirt removed from exterior surfaces and underneath. Remove filter and clean. Clean refrigerator inside and out. Stove and refrigerator need to be pulled away from the wall so the appliance, floor and adjacent wall surfaces can be cleaned.
  4. Bedrooms and common suite areas: Vacuum carpet and similar soft surfaces, removing debris and excess nap. Steam extract all carpeted areas removing all visible soil and stains. Vacuum seat cushions. Where applicable, wash kitchen floors.
  5. Clean all windows, sills and blinds.
  6. Clean interior and exterior of cupboards and drawers.

7. All walls, baseboards & hard surfaces need to be wiped down.
  8. Clean transparent materials, including mirrors and glass in doors and windows.
  9. Remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from interior and exterior surfaces; vacuum and dust behind grilles, louvers and screens; wash floor surfaces not otherwise finished; clean metal doors and frames; clean metal work; clean equipment; clean hardware; clean and polish glass on both sides; clean and polish mirrors.
  10. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Clean all light fixtures by removing lens or covers. Notify management to report burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.
  11. Inform Facilities of parts that need replacement (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages.)
  12. Reset Furniture to provided floor plans where necessary.
  13. Leave rooms clean and ready for occupancy. All initial cleaning shall be subject to acceptance by facilities management.
- E. Regular Cleaning: The Contractor shall provide regular cleaning in support of turnover of apartments during summer occupancy. Cleaning shall conform to industrial cleaning standards and provide for a sanitary and safe working environment. Cleaning must be scheduled to take place during the listed time frame during the day or the evening before unless special arrangements are made with the facility manager to provide access after-hours for emergency work or special cleaning hours. For the Regular Cleaning, Contractor shall complete the following cleaning operations:
1. Clean student rooms of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the garbage area inside the building.
  2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Use appropriate cleaning products for bathroom

surfaces. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.

3. Kitchens: Wet mop vinyl floors and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances.
4. Bedrooms and common suite areas: Sweep and wet mop all non-carpeted floors. Vacuum carpet and similar soft surfaces, removing debris and excess nap; spot steam extract if visible soil or stains remain.
5. Vacuum seat cushions.
6. Sweep all solid surface floors and wet mop using a neutral cleaner. Remove spills, stains, and other foreign deposits.
7. Clean transparent materials, including mirrors and glass in doors and windows.
8. Reset Furniture to provided floor plans where necessary.
9. Leave rooms clean and ready for occupancy.

F. Deep Cleaning: The Contractor shall provide a Deep Cleaning of the rooms prior to the return of the University student population. Contractor shall conduct cleaning and waste-removal operations in compliance with local laws and ordinances and Federal and local environmental and antipollution regulations. For the Deep Cleaning, Contractor shall complete the following cleaning operations:

1. Clean student rooms, per attached room list of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the garbage area inside the building.
2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Use appropriate cleaning products for bathroom surfaces. Using an approved stripper and wax, strip and wax all VCT bathrooms applying a minimum of three coats of matte finish wax. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.

3. Kitchens: Wash vinyl floor and clean and disinfect countertops, sinks and appliance surfaces to a dirt-free condition, free of stains, films, and similar foreign substances. Using an approved stripper and wax, strip and wax all VCT kitchens applying a minimum of three coats of matte finish wax. Clean stovetop, oven and utility drawers. Stovetop exhaust hoods need to have grease and dirt removed from exterior surfaces and underneath. Remove filter and clean. Clean refrigerator inside and out. Stove and refrigerator need to be pulled away from the wall so the appliance, floor and adjacent wall surfaces can be cleaned.
4. Bedrooms and common suite areas: Vacuum carpet and similar soft surfaces, removing debris and excess nap; Steam extract all carpeted areas removing all visible soil and stains.. Vacuum seat cushions. Where applicable, Using an approved stripper and wax, strip and wax all VCT bedrooms applying a minimum of three coats of matte finish wax.
5. Clean all windows, sills and blinds.
6. Clean interior and exterior of cupboards and drawers.
7. All walls, baseboards & hard surfaces need to be wiped down.
8. Clean transparent materials, including mirrors and glass in doors and windows.
9. Remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from interior and exterior surfaces; vacuum and dust behind grilles, louvers and screens; wash floor surfaces not otherwise finished; clean metal doors and frames; clean metal work; clean equipment; clean hardware; clean and polish glass on both sides; clean and polish mirrors.
10. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Clean all light fixtures by removing lens or covers. Notify management to report burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.
11. Inform University Facilities Management of items that need replacement (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages.)
12. Reset furniture to provided floor plans where necessary.
13. Leave rooms clean and ready for occupancy. All final cleaning shall be subject to acceptance by University Facilities Management.

- G. Cleaning Emergencies: On occasion, a cleaning emergency may arise in one of the residence halls being cleaned. Upon request by the University, the Contractor shall handle the emergency at the contracted hourly emergency rate.

#### 2.05 Cleaning Schedule and Program

- A. The Contractor shall submit to the University, prior to the beginning work, a complete program for the cleaning of the apartments. This shall include a listing of chemicals and cleaning procedures. The program should also include the following:
1. A description, detailed by location, labor assignments and supervisory assignments, of the manner in which the University account will be handled.
  2. Total number of employees involved in each phase of cleaning contract.
  3. Total projected labor hours in performing contracted cleaning services.
  4. Proposed plan for service level maintenance in the event of employee or supervisory sickness, vacation, or unpaid absence.
- B. The Contractor shall not commence work under this contract until the schedule and cleaning program have been reviewed and approved by the University. Contractor shall comply with all requirements of the approved schedule and program.

#### 2.06 Materials, Equipment, and Storage

- A. 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.
- B. 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. Such on-site file shall be made available by the Contractor at all times to OSHA and the owner. This file must be made available upon award of the bid.
- C. 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.

- D. The University shall provide the Contractor with room(s) for storage of Contractor's supplies and equipment. Contractor shall not store or utilize any electrical appliances in this room.

#### 2.07 Building Access and Security

- A. The Contractor shall be required to pick up and drop off keys and/or identification badges nightly with the University's Campus Police.
- B. The Contractor shall be responsible for complying with all applicable University regulations for vehicle parking.

#### 2.08 Employee Qualifications

- A. Security – The Contractor is responsible for conducting a comprehensive background investigation of all employees assigned to the University facilities. The statewide background check will detail at a minimum employment history, arrest information, and citizenship.
- B. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall provide evidence of employee's training and instruction in proper cleaning procedures and safe and proper use of cleaning products. Contractor shall also provide additional training for employees who exhibit poor understanding or implementation of proper cleaning procedures.
- C. 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.
- D. All employees and agents of the Contractor shall be subjected to the jurisdiction of the University representative 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 listed in Article 2.09.

#### 2.09 Employee Standards of Conduct

- A. The University has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety, and welfare of all members of the

University community. In accordance with those standards, the following items are strictly prohibited.

1. Use or possession of drugs or alcohol.
  2. Possession of firearms.
  3. Smoking in University building.
  4. Harassment (sexual, racial, or otherwise) or intimidation of any member of the University community.
  5. Violation of applicable traffic or public safety regulations or of University rules and procedures.
  6. Unauthorized use of University vehicles, equipment, or property.
  7. Use of University telephones for personal business.
  8. Removal or theft of University property.
  9. Unauthorized duplication or possession of University keys.
  10. Transfer of personal identification card or parking pass to unauthorized personnel.
  11. Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community.
  12. Interference with the work of other employees.
  13. Work attire other than the specified uniform.
  14. Loud, vulgar behavior or the use of profanity.
- B. The 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.

## 2.10 Supervision

- A. Meeting with Contractor's Supervisor: The University's Facility Manager will meet with the Contractor's supervisor to review issues and to receive instructions relative to cleaning activities, as needed.
- B. Contractor's Daily Inspection Responsibilities: The Contractor shall inspect each apartment upon completion of cleaning.
- C. Checklist and Inspection Report Form: The University shall monitor Contractor's compliance with the terms of cleaning by way of random inspections to be performed by designated 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 the contract. In the event the Contractor fails to satisfactorily complete an “Unacceptable” item within three (3) calendar days can result in termination of the contract by the University. The University reserves the right to revise the checklist from time to time and to make necessary changes as required to ensure the timely and adequate cleaning of each building.

2.11 Contractor’s Default/Termination of Contract

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

2.12 Contractor’s Insurance

- A. General – The contractor shall not commence work under this contract until he has filed with the University a Certificate of Insurance indicating the Contractor carries insurance in accordance with the following requirements and stipulations:

1. Contractor’s Public Liability and Property Damage Insurance:

a. 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 total limit of one million (\$1,000,000) dollars for all damages arising out of bodily injury or death of all persons in any one accident or occurrence, and for all damages arising out 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 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.

b. 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. Worker's Compensation Insurance – With respect to all operations performed by the Contractor and all those performed by the Contractor by his subcontractors, the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut.
3. Termination or Change Insurance – Each insurance policy shall be endorsed to provide that the insurance company shall notify the University by certified mail at least thirty (30) days in advance of termination of or any change in the policy. All notices shall be sent to the University in care of the Director of Administrative Services. No change shall be made without prior written approval of the University.

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

4. Claims – Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless
5. Compensation – There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.
6. Deductible Clause – Insurance contracts required under this section shall not contain a deductible clause. As to all coverage required above, the State of Connecticut, care of Western Connecticut State University, shall be named as an additional insure

2.13

Contractor's Qualifications

A. Contractor's Bidding Qualifications – As a necessary prerequisite for bidding on this contract, Contractor must:

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. 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 with other clients within the previous three (3) years.
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 project. The data shall include Contractor's annual dollar volume, number of accounts, and number of employees.
4. Submit to the University as a part of the bid proposal list of three (3) 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.
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.
6. Not have received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.
7. Hold an active and current set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business CONNections Unit. The active and current certificate shall be submitted with the proposal. Proposals submitted where the proposer's set-aside certificate is either expired or under review as a result of a submission of a request for renewal shall not be considered.

2.14 Subletting, Assigning, or Subcontracting the Contract

The contract, or any portion thereof, or the work provided therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, partnership, corporation, or other business organization without the written consent of the University.

2.15 Interruption of Building Services

A. The Contractor shall give 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 relieved 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.

B. The University reserves the right, without liability to the Contractor, to stop or interrupt 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 University. No such stoppage or interruption shall relieve the Contractor of any of its continuing cleaning obligations of this contract.

2.16 Building Damage: 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 University or tenant owned property caused by the Contractor's employees.

## **Section 3. Proposal Requirements**

### **3.1 Response Requirements**

3.1.1 All proposals must include a comprehensive response to the performance 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 one copy 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:

- Proposed technical approach to the cleaning program
- Proposed Pricing as detailed on Appendix III pricing sheet
- Commitment of personnel and labor hours to this program
- Assessment of on-site management personnel
- 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)
- OPM Ethics Form 5 "Consulting Agreement Affidavit"
- Form C "Non-Discrimination Certification"
- Copy of the current and active set aside certificate from the State of Connecticut's Department of Administrative Services Business CONNections Unit.
- Completed Appendices I, II, and III

In addition, awarded Contractor shall provide upon award:

- OPM Ethics Form 1 "Gift and Campaign Contribution Certification"
- Insurance Certificate noting the University and State of Connecticut as additional insureds.

### **3.2 Performance Specifications**

The following performance specifications must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. The following specifications are to be addressed in the Vendor's response.

A. Describe how your firm proposes to meet the objectives and scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of the University's service needs and requirements.

B. The bidder must currently own the specified business and must have owned and operated the business a minimum of three (3) years. Please provide ownership and length of operation information in bid response.

C. Provide the name and address of operating company and the names of all the owners or principles of the company or corporation.

D. The financial capacity of the bidder must be sufficient to support the specified service. Please provide a complete balance sheet or annual report as of the last fiscal year of operation.

E. Reference checks from minimum of (3) clients of similar size and complexity currently under contract with your company shall be provided, and such references must indicate that high quality of services has been consistently performed. Please provide the length of time at each account, and the name, address and phone number of contact person for each.

F. Provide other such information as the bidder deems pertinent for consideration by the University.

G. Proposals are required to be complete and accurate. Omissions and inaccuracies may be sufficient cause for rejection of proposal.

H. Supplementary information may be requested by the University to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.

I. Provide your company's general qualifications and experience as they relate to the following:

- Stated compliance with State of Connecticut contracting statutes and regulations.
- History of contracts (if any) entered into with the State of Connecticut over a three (3) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
- History of any violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

### 3.3 Subcontracting

If the bidder intends to subcontract any portion of the resulting contract, the terms of the proposal subcontract are to be described as part of the response to the required bidder's information. The University may request additional information related to any subcontract proposed.

## **Section 4. 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 of the University. The evaluation criteria shall include:

- Proposed technical approach to cleaning program, including numbers of hours and personnel committed to the program
- Strength and qualifications of on-site management
- Proposed pricing
- Compliance with State of Connecticut Terms and Conditions
- History of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years
- Reference checks

### 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 the University. 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:** 2015-0006-MRC

**Description:** “Cleaning Services for Centennial Hall, Grasso Hall and Pinney Hall - Summer 2015”

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 the University 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)

**Appendix III "Pricing Sheet"**

Section 1: Cleaning Rates

Phase 1: Initial Cleaning

<u>Apartment Quantity and Type</u>	<u>Unit Price per Apartment</u>
A. <u>Pinney Hall</u>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	_____
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	_____
B. <u>Centennial Hall</u>	
(81) Apartments with (2) bedroom suites, (1) bath, and (1) kitchen	_____
(12) Apartments with (1) bedroom suite and (1) bath	_____
(10) Apartments with (1) bedroom suite, (1) bath, and (1) kitchen	_____
C. <u>Grasso Hall</u>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	_____
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	_____

Phase 2: Regular Cleaning

<u>Apartment Quantity and Type</u>	<u>Unit Price per Apartment</u>
A. <u>Pinney Hall</u>	
(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen	_____
(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen	_____
B. <u>Centennial Hall</u>	
(81) Apartments with (2) bedroom suites, (1) bath, and (1) kitchen	_____
(12) Apartments with (1) bedroom suite and (1) bath	_____
(10) Apartments with (1) bedroom suite, (1) bath, and (1) kitchen	_____
C. <u>Grasso Hall</u>	
(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen	_____
(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen	_____

Phase 3: Deep Cleaning

Apartment Quantity and Type

Unit Price per Apartment

A. Pinney Hall

(82) Apartments with (3) bedrooms, (2) baths, and (1) kitchen \_\_\_\_\_

(10) Apartments with (1) bedroom, (1) bath, and (1) kitchen \_\_\_\_\_

B. Centennial Hall

(81) Apartments with (2) bedroom suites, (1) bath, and (1) kitchen \_\_\_\_\_

(12) Apartments with (1) bedroom suite and (1) bath \_\_\_\_\_

(10) Apartments with (1) bedroom suite, (1) bath, and (1) kitchen \_\_\_\_\_

C. Grasso Hall

(63) Apartments with (2) bedrooms, (1) bath, and (1) kitchen \_\_\_\_\_

(6) Apartments with (1) bedroom, (1) bath, and (1) kitchen \_\_\_\_\_

Section 2: Emergency Hourly Cleaning Rate

Hourly rate for unforeseen emergency cleaning services \_\_\_\_\_

**STATE OF CONNECTICUT  
BY HER EXCELLENCY  
M. JODI RELL  
GOVERNOR**

**EXECUTIVE ORDER NO. 14**

WHEREAS, cleaning and sanitizing products are necessary for creating and maintaining clean, healthy and sanitary conditions in State facilities and workplaces;

WHEREAS, exposure to harmful chemicals contained in cleaning and sanitizing products may result in potential impacts to human health;

WHEREAS, harmful chemicals, byproducts and waste contained in certain cleaning and sanitizing products may be released into the environment during the routine cleaning and sanitization of State facilities normal use;

WHEREAS, choosing less harmful cleaning and sanitizing products for use in State facilities and workplaces and taking steps to reduce exposure by office and custodial workers, will minimize potential impacts on human health, will improve environmental quality and will reduce pollution;

WHEREAS, the procurement and the proper use and application of cleaning and sanitizing products that perform well and that have positive environmental attributes such as biodegradability, low toxicity, low volatile organic compound content, reduced packaging, and low life cycle energy use will reduce the environmental impacts of routine cleaning and sanitizing activities while also ensuring clean and sanitary State facilities; and

NOW, THEREFORE, I, M. Jodi Rell, Governor of the State of Connecticut, by virtue of the authority vested in me by the Constitution and Statutes of the State, do hereby ORDER and DIRECT:

All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities.

All state agencies in the executive branch and all higher education agencies and institutions, shall, when procuring or contracting for cleaning and/or sanitizing services provide in such contracts or procurement agreements, require contractors of the State or persons or entities providing cleaning and/or sanitizing services to the State use cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary facilities.

All state agencies in the executive branch shall include in new contracts for the procurement of cleaning products or cleaning services, an appropriate requirement consistent with this Executive Order and the standards and guidelines established by the Department of Administrative Services under Paragraph 3 of this Executive Order.

The Department of Administrative Services, in consultation with the Department of Public Health, the Department of Public Works and the Department of Environmental Protection, shall not later than January 1, 2007, establish and publish written standards and guidelines to provide direction to all state agencies in the executive branch in connection with the implementation of this Executive Order.

The Department of Administrative Services shall provide the Office of the Governor with a report assessing the effectiveness of this Executive Order within one year of the effective date of this Executive Order.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Order are encouraged to review their purchasing and use of cleaning products and/or sanitizing products and are hereby urged to comply with the provisions of this Executive Order where deemed appropriate.

Municipal governments, political subdivisions and school districts that are not expressly subject to the requirements of this Executive Order are hereby requested and encouraged to review their procurement and use of cleaning and/or sanitizing products and are urged to comply with the provisions of this Executive Order. Such entities may to the extent they deem appropriate, in order to minimize potential impacts to human health and the environment, and consistent with maintaining clean and sanitary facilities seek guidance and assistance consistent with the provisions of Paragraph 3 of this Executive Order from the Departments of Administrative Services, Public Works, Public Health and Environmental Protection.

All state agencies in the executive branch covered by this Executive Order shall, wherever feasible, in a manner that is financially feasible, commercially reasonable and practicable, immediately transition to environmentally and health-friendly cleaning and/or sanitizing products. Such transition shall be accomplished as soon as possible and in a manner that avoids the waste of existing inventories, accommodates establishment of supply chains for new products, enables the training of personnel in appropriate work practices, and allows the phase-out of products and practices inconsistent with this Executive Order.

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State



# 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	<b>Signature of Principal or Key Personnel</b>	<b>Date</b>
_____	_____	_____
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**

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



## 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 its 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 contractor 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:**

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

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

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

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

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

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

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





**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)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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**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-discrimination 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. _____

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)

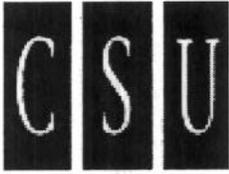
PART V - Bidder Hiring and Recruitment Practices

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)
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# Connecticut State University System



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

## STANDARD TERMS AND CONDITIONS

### I. DEFINITIONS

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

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

### II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

#### A. General Conditions

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

#### B. Submission of Proposals

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

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

#### C. Samples

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

#### D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFQ

### III. CONTRACT AWARD

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

### IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

#### A. General Conditions

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

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

**B. Insurance**

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

**C. Bonds**

Not applicable to this RFQ.

**D. Delivery**

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

**E. Inspection and Tests**

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

**F. Advertising**

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