

 WESTERN CONNECTICUT STATE UNIVERSITY	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.			
	This is NOT an order to ship.				
VENDOR NAME and ADDRESS:					BID NUMBER: 2016-ERB-0307
					BID DUE DATE: February 10, 2016 at 2:30 PM
RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810					DATE ISSUED: November 23, 2015
SIGNED (for agency) E.R. Boriss		PREPARED BY: E.R Boriss Associate Director – Administrative Services Phone: (203) 837-8758 Fax: (203) 837-8659			PURCHASING AUTHORITY: Public Acts 91-256/92- 154 CGS 10a-151b
					
Item	Description	Unit	Quantity	Price	
1	<p>Western Connecticut State University is accepting sealed bids for janitorial services for three residence halls on the Westside Campus for a 12 week period beginning May 16, 2016 and ending August 12, 2016 per specifications listed with an option to renew for an additional one year extension at the sole discretion of the University.</p> <p>This Invitation to Bid is reserved for vendors currently holding a set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Supplier Diversity Set Aside Program.</p> <p>All contractors are required to visit the site and become familiar with existing conditions. A mandatory pre-bid meeting is scheduled for January 6th 2016 at 10:00 a.m., beginning in the lobby of Pinney Hall located on the WS campus-GPS users enter 43 Lake Ave Ext Danbury CT. http://www.wcsu.edu/campustour/directions.asp</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>				

<p style="text-align: center;">TO BE COMPLETED BY BIDDER</p>	<p>Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 30 days Company FEIN _____</p>		
 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	<p>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.</p>	
	<p>This is NOT an order to ship.</p>		
<p>VENDOR NAME:</p>		<p>BID NUMBER: 2016-ERB-0307</p>	
<p>Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810</p>		<p>PAGE 2</p>	
<p>Item</p>	<p style="text-align: center;">Description</p> <p>See Attachment for complete specifications and bid package requirements.</p> <p>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 early May 2016.</p> <p>Written inquiries are due by 1/20/16. All inquiries will be answered via an addendum posted to the DAS website by 1/28/16.</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, And Pricing sheets Appendix III and IIIA 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 2016-ERB-0307 on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is February 10, 2016 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 2016-ERB-0307
Cleaning Services for Centennial Hall, Grasso Hall and Pinney Hall
Summer 2016

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 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 6, 2016 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. The deadline for the submission of questions is January 20, 2016. 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) not later than January 28, 2016. 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 10, 2016 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 2016" along with the bid number 2016-ERB-0307 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 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 University is accepting proposals for the Summer of 2016 cleaning, which shall be from on or about May 16, 2016 through August 12, 2016, along with Summer of 2017 cleaning, which shall be from on or about May 15, 2017 through August 11, 2017. The proposal for the Summer of 2017 may be incorporated at its discretion as an option in any subsequent award, with any option to be exercised by the University not later than January 31, 2017. The University will reserve the sole right to exercise or not exercise the Summer 2017 cleaning option and reserves the right to rebid the Summer 2017 cleaning program.

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 16, 2016, and shall end on August 12, 2016.
- 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 12, 2016.
- 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 2015 Cleaning Program: For the Summer of 2015, the University expended a total of \$134,310.00 through a contract with K&P Facilities for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$52,800.00 for Phase 1 (Initial Cleaning), \$27,900.00 for Phase 2 (Regular Cleaning), and \$53,610.00 for Phase 3 (Deep Cleaning). Please note that this data is based on rooms cleaned during the Summer of 2015 program and is provided for informational purposes only. The number of rooms cleaned by phase from the Summer of 2015 cannot be considered to be representative of conditions existing for the Summer of 2016 or any subsequent year.

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 2016 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, 2016. 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 2016 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 16, 2016 through June 3, 2016.

(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 4, 2016 through July 29, 2016.

(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 2016 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 2016 semester. The dates of the Deep Cleaning of all apartments shall be from on or about July 30, 2016 through August 12, 2016.

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, State, 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. Contractor shall be responsible for moving and resetting all furniture during the Deep Cleaning. Contractor shall not stack furniture while stripping, waxing, and cleaning the floors. 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 gloss 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 glossy 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 coefficient 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 those performed by the Contractor's 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 for Summer of 2016 cleaning and Appendix IIIA pricing sheet for Summer of 2017 option.
- 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, III, and IIIA.

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
- Experience in large scale cleaning and janitorial programs involving multiple buildings and varied requirements
- Ability to meet specifications outlined in this request for proposal
- Compliance with State of Connecticut Terms and Conditions as identified in Appendix IV "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: 2016-ERB-0307

Description: “Cleaning Services for Centennial Hall, Grasso Hall and Pinney Hall - Summer 2016”

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"
Summer 2016

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

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 _____

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 _____

Appendix IIIA "Pricing Sheet"
Summer 2017 (Option Year)

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

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 _____

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 _____

Appendix IV
Terms and Conditions

Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the contract.

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Contract Assignment: No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.

Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Non-Discrimination:

Non-Discrimination: References to “Contract” shall mean this “Agreement.”

(a) For purposes of this Section, the following terms are defined as follows:

- i. "Commission" means the Commission on Human Rights and Opportunities;

- ii. "Contract" and "contract" include any extension or modification of the Contract or contract;
- iii. "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor;
- iv. "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose.
- v. "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;
- vi. "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;
- vii. "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;
- viii. "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders;
- ix. "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and
- x. "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including,

but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Executive Orders Nos. 3, 17, 16, 7C and 14: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16,

1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions. If Executive Orders 7C and 14 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, University shall provide a copy of these orders to the Contractor.

Termination:

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all the University's records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

Severability: If any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

Waiver: A waiver of a breach or default under this Agreement shall not be a waiver of any subsequent breach or default hereunder. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

Excused Performance: No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement (other than payment obligations) to the extent that they are unable to perform directly or indirectly due to any cause or circumstance beyond the reasonable control of such party, including without limitation an act of war, war, terrorism, strike or other labor dispute, an act of God, fire, flood, storms, earthquake, or similar event (“Force Majeure”). The party affected by an event of Force Majeure shall promptly notify the other party in writing, and shall be given additional time to perform in a period equal to the delay caused directly by such event. The party so affected shall act diligently in attempting to remedy the cause by taking reasonable steps to resume performance with the least possible delay.

Sovereign Immunity: The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

Contractor’s Standards of Conduct

- (a) In order to insure the orderly and efficient performance of duties and services at University and to protect the health, safety and welfare of all members of University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of University rules and procedures;
 - vi. Unauthorized use of University vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.

Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in

violation of the standards noted herein, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the University.



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, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

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 January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(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(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(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





STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

_____		_____
Consultant's Name and Title		Name of Firm (if applicable)
_____	_____	_____
Start Date	End Date	Cost
Description of Services Provided: _____		

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

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

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

_____	_____	_____
Printed Name of Bidder or Contractor	Signature of Principal or Key Personnel	Date
_____	_____	_____
Printed Name (of above)	Awarding State Agency	

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

**Commissioner of the Superior Court
or Notary Public**

My Commission Expires

