



Central Connecticut State University

*Start with a Dream. Finish with a Future.*

Purchasing Department

**REQUEST FOR PROPOSAL  
Number S067074  
for  
Debit Card Operated Washer/Dryer Service to Residence Halls at CCSU  
Addendum #2 Dated April 18, 2007**

**This addendum lists all the questions received relating to this RFP since Addendum #1 dated April 13 and their answers.**

**All other terms, conditions and specifications in the RFP remain the same.**

A vendor wrote –

I'd like to check whether CCSU can address the following questions regarding dryer venting on campus:

1) James Hall - the laundry room is on the eighth floor. Where does the dryer venting exit the building; specifically, does it go out horizontally on the same floor or does it go up vertically to the roof? How long is the vent run thru the building? If it goes to the roof, is there a fan?

**A: EIGHT (8) 4 INCH ROUND DRYER VENTS EXTEND FROM THE 8TH FLOOR LAUNDRY ROOM UP THROUGH THE PENTHOUSE FLAT ROOF APPROXIMATELY 15 FEET. THE EIGHT (8) FOUR (4) INCH ROUND DUCTS EXIT INTO A 12 INCH X 18 INCH DUCT AS THEY PENETRATE THE PENTHOUSE ROOF AND EXTEND +/- 3 FEET ABOVE THE PENTHOUSE ROOF WITH A GOOSENECK. THERE ARE NO EXHAUST FANS.**

2) In Vance Hall, there is vinyl venting connected to rigid venting which exits the laundry room thru the ceiling. How far does the venting run from the ceiling of the laundry room to the point where it exits the building?

**A: A 19 INCH X 9 INCH VERTICAL DUCT COLLECTS THE TWO 6 X 6 HORIZONTAL DYER VENT HEADERS. THE 19X9 INCH VERTICAL DUCT EXTENDS FROM THE BASEMENT UP 8 FLOORS TO THE ROOF APPROXIMATELY (85) EIGHTY-FIVE FEET. AT THE ROOF THERE IS A LAUNDRY EXHAUST FAN (EF#8).**

**End of Addendum #2**



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**REQUEST FOR PROPOSAL**  
**Number S067074**  
**for**  
**Debit Card Operated Washer/Dryer Service to Residence Halls at CCSU**  
**Addendum #1 Dated April 13, 2007**

**This addendum lists all the questions received relating to this RFP thus far and their answers. Also included is a clarification of the per-hall equipment list. All other terms, conditions and specifications in the RFP remain the same.**

In the RFP, all monies from laundry operations will be collected by the university, reported through the card system and paid to the vendor by the university. Can you please clarify the following:

1) Is this the current method of accounting, reporting and payments? If not, could you please describe the current methods?

**A: Yes it is the current method.**

2) What is the current percentage of income paid to the laundry vendor and/or percentage retained by the university?

**A: Under the current contract the vendor receives 51% of revenue and CCSU receives 49%.**

3) Is there currently a guaranteed annual income to the university in the existing laundry agreement? If so, could you please specify the amount?

**A: The contract stipulates a guaranteed minimum of \$26,000 annually**

4) Does the current laundry agreement include a "retention" clause allowing the vendor to retain a specified amount of the income per machine per month? In the competitive agreements that I have reviewed, this retention clause is usually wrapped into the commission percentage agreement clause?

**A: No**

5) Does the current vendor provide periodic cycle counts of the on-campus washers and dryers as verification of the income reported through the card system? If so, could you describe how their cycle count tracking process works?

**A: No, they do not provide cycle counts.**

6) Without coin operation at any time, the laundry facilities are subject to service interruptions in the event of that the server supporting the card system fails or is temporarily compromised. What has been your experience with down time (e.g. lost laundry income days) and what is the back up plan in this scenario?

**A: The only time we have had a laundry down for more than a day is when a Residence Hall has been renovated and there are issues with getting the units back on line.**

**In 2003 Sheridan Hall was down after renovations for two months.**

**In 2006 Gallaudet was down after renovations for two to three weeks.**

**In 2007 Vance was down after renovations for a couple of days.**

**If we are down for more that two days the current contractor puts the washers and dryers in free mode.**

7) Are the current network controllers IP addressable?

**A: Gallaudet Hall has the only IP Addressable controller. The others communicate with the Odyssey via telephone lines.**

8) Are the current network controllers owned by the University or by the vendor?

**A: Owned and maintained by the vendor.**

9) Could you provide with me a list of the number of resident students per dormitory?

A:

Vance Hall	400 residents (coed)
Sheridan Hall	224 residents (coed)
Sam May Hall	156 residents (coed)
James Hall	415 residents (coed)
Seth North Hall	120 residents (coed)
Beecher Hall	129 residents (coed)
Barrows Hall	226 residents (women only)
Carroll Hall	204 residents (coed)
Gallaudet Hall	266 residents (coed)

**Schedule A (revised)**  
**Current Equipment List by Residence Hall**

**Vance Hall**

8 washers - Maytag top load commercial  
8 dryers – Maytag front load commercial

**Sheridan Hall**

5 washers - Maytag top load commercial  
4 stack dryers – Maytag front load commercial  
(Note – stack dryers have 2 dryer “pockets” each)

**Sam May Hall**

4 washers - Maytag top load commercial  
4 dryers – Maytag front load commercial

**James Hall**

10 washers - Maytag top load commercial  
10 dryers – Maytag front load commercial

**Seth North Hall**

3 washers - Maytag top load commercial  
1 single dryer and 1 stack dryer – Maytag front load commercial

**Beecher Hall**

3 washers - Maytag top load commercial  
3 dryers – Maytag front load commercial

**Barrows Hall**

6 washers – Maytag top load commercial  
6 dryers – Maytag front load commercial  
(The Kenmore washer originally noted is NOT part of this RFP or subsequent contract)

**Carroll Hall**

6 washers - Maytag top load commercial  
2 single dryers and 2 stack dryers – Maytag front load commercial

**Gallaudet Hall**

9 washers - Maytag front load commercial (Neptune)  
5 stack dryers – Maytag front load commercial



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## **Request for Proposal Number S067074**

### **Provide Debit Card Operated Washer/Dryer Service to Residence Halls at Central Connecticut State University**

#### **Section 1. Administrative Overview**

##### **1.1 INTRODUCTION**

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to furnish comprehensive Debit Card Operated Washer/Dryer Service for the University

##### **1.2 AUTHORITY**

This RFP is issued by CCSU under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

##### **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 CCSU.

Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Required Forms (CHRO, EEO-1, CCQ, Gift Certificate, Campaign Contribution Certificate, Consulting Agreement Affidavit, Ethics Affirmation)
Appendix V	Campaign Contribution Restrictions language
Appendix VI	RFP Response Check List
Appendix VII	Standard CSU Bid Terms and Conditions
Appendix VIII	Employee Standards of Conduct and Background Check Letter
Schedule A	Current Equipment List

#### 1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on April 16, 2007. Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. See section 1.8

#### 1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus FOUR (4) copies of the proposal. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on May 1, 2007, at which 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:

Thomas J. Brodeur, C.P.M.  
Purchasing Department, Marcus White Annex room 006  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-4010

The outside cover of the package containing the proposal shall be marked:

**RFP S067074 Debit Card Operated Washer/Dryer Services, submitted by (Name of Contractor)**

#### 1.6 COSTS FOR PROPOSAL PREPARATION

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

#### 1.7 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 Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows any 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 Contractor is debarred or suspended.
- The Contractor is in default of any prior contract or for misrepresentation

#### 1.8 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at [http://www.finance.ccsu.edu/Purchasing/Current\\_Bids.htm](http://www.finance.ccsu.edu/Purchasing/Current_Bids.htm). It shall be the responsibility of prospective

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

#### 1.9 RIGHTS RESERVED

CCSU 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 CCSU will be served. Should CCSU 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 will 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

CCSU 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.

#### 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 CONTRACT

The initial term of the contract shall be for five (5) years, extending from July 1, 2007 through June 30, 2012, and may with mutual consent be renewed once for one additional five (5) year term.

#### 1.14 FEES

All fee and cost structures quoted herein for the Debit Card Operated Washer/Dryer service 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 washer/dryer services 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 Debit Card Operated Washer/Dryer Service contract.

#### 1.16 RECYCLED MATERIALS

The University and the State of Connecticut has a commitment to encourage the purchase and use of recycled and recyclable materials whenever technically or economically feasible or required by law. Proposers are encouraged to use recycled or recyclable supplies.

#### 1.17 GOVERNOR RELL'S EXECUTIVE ORDER 14

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

#### 1.18 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is requesting the following –

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

#### 1.19 GIFT CERTIFICATION PLANNING DATE

For the purpose of this RFQ, the Planning Date on the Gift Certification included in this bid package is February 1, 2007. The certifications and affidavits included herein must be completed and returned by any bidder that is awarded a contract at the time of contract award. Any bidder who submits their affidavit package with their bid response will be required to submit a second set of affidavits if they are awarded a contract.



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

### **2.1 BACKGROUND**

CCSU was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university located on 294 acres in New Britain and Newington.

CCSU is part of The Connecticut State University System. The CSU System consists of four comprehensive universities and a System Office. The universities are located in urban areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury. The System Office is located on Woodland St. in Hartford. An 18-member Board of Trustees governs CSU.

CCSU has an enrollment of approximately 8,000 FT and 4,100 PT undergraduate students. Of the 8,000 full-time undergraduate students, approximately 2,100 live in nine campus residence halls who may utilize in-house laundry facilities.

Currently the washers and dryers on campus accept only the university's debit card (Blue Chip Card). CCSU's current contract for these services expires on June 30, 2007

### **2.2 OBJECTIVES**

CCSU is seeking a qualified vendor to plan, design, implement and provide new, state of the art, cost effect card operated washer/dryer equipment and services in the campus residence halls while maintaining maximum efficiency and good public relations with students and staff

### **2.3 CURRENT WASHER/DRYER SERVICES INFORMATION**

2.3.1 For a current equipment list, refer to Schedule A attached.

2.3.2 The following are most recent two complete fiscal year sales figures. These figures are provided as historical data only and are not a guarantee of future sales.

Fiscal year 2004 - 2005 (7/1/04 – 6/30/05) \$55,797.00

Fiscal year 2005 - 2006 (7/1/05 – 6/30/06) \$62,187.00

Historically the summer months of June, July and August account for approximately 5.5% of total annual sales.

### **2.4 SCOPE OF DESIRED SERVICES**

2.4.1 The selected firm shall manage and operate the University's card operated laundry services program in a professional manner, providing the very highest caliber of laundry services to the University's Residential Community.

2.4.2. The Selected Firm will achieve these objectives:

- 1 Operate an efficient, high quality in-house laundry service for the University;
- 2 Provide all new washers, dryers and room equipment (tables, etc.);
- 3 Provide an adequate number of washers and dryers in University areas to satisfy students' requirements. See Schedule A for listing of machines in current areas;
- 4 Maintain and service all laundry equipment on a current and continual basis;
- 5 Pay to the University a fair share of the profits from the laundry operations;

- 6 Be responsible for cleanliness of the laundry equipment
- 7 Provide a web based status service for all laundry machines, and provide IP network based laundry controllers to support such services.

2.4.3 The University shall determine that which is in the University's best interest regarding all such matters of Debit Card-Operated Washer/Dryer Service.

2.4.4 When appropriate, the University shall advise the Contractor of campus functions that may require additional Debit Card-Operated Washer/Dryer Service to maximize service and revenue potential. Athletic tournaments, large conferences and department sponsored activities are examples of such functions.

2.4.5 Vending Specifications

- The Contractor shall comply with the prices specified in this contract and those additions arrived at by mutual agreement of the University and Contractor at the start of this contract.
- All price change requests shall be submitted for consideration on an annual basis to the Card Office Director in writing for approval prior to implementation.
- The Contractor shall provide the Card Office Director and the Director of Business Services with price change requests a minimum of thirty (30) days prior to the start of each academic semester. The Contractor shall provide the Card Office Director and the Director of Business Services with data supporting changes being recommended. After analysis, the Director of Business Services shall determine those price changes to be approved, if any, and the effective dates.
- All prices include State and local sales tax, where applicable.
- The Contractor shall provide good, prompt, and efficient service, adequate to meet all reasonable demands hereof.
- The Contractor shall do all things reasonably necessary or required by the University to maintain the highest standards of quality and management for the operation hereof.
- The Contractor shall conduct its operations in an orderly manner so as not to annoy, disturb, or be offensive to the University, its students, employees, guests.

2.4.6 The University shall require the cooperation of the Contractor in reporting on a regular basis all purchases of services or commodities from certified minority businesses used in the performance of this contract. This report shall be submitted to the Purchasing Manager on a quarterly basis.

## **2.5 EQUIPMENT, UTILITIES, SUPPLIES AND SPACE USE**

2.5.1 Schedule A, Location and Description of Required Vending Equipment present the initially required minimum equipment; but it is intended that at regular intervals during the duration of the contract the amount of required equipment shall be examined by the Director of Residence Life or designee and the Card Office Director and Contractor with the objective of providing the best possible service to the student body.

2.5.2 All machines proposed for the laundry rooms must be new, modular in appearance, similar in color, utilizing vandal proof mechanisms. Washers and dryers installed shall be the electric (or gas where applicable) commercial type of a known national manufacturer, and shall be of adequate durability, size and capacity for the use they are intended.

2.5.2.1 Currently all washing machines have a minimum 14 lb. capacity; top loading, stainless steel wash tub; 3 cycles (regular, perma press and delicate); low in water and power consumption; and are metered for a time cycle of no less than 30 minutes upon a debit card deduction of \$1.10.

2.5.2.2 Currently all drying machines have a minimum 14 lb. capacity; front loading 2 cycle drying; low in power consumption and are metered for a cycle of 50 minutes.

2.5.2.3 All machines proposed must conform to current power, water and venting configurations. Washers proposed must be front load, high efficiency, Energy Star compliant, commercial washers with a capacity of at least 14 lbs. Washers should have at least 3 wash cycle (regular, perma-press and delicate) selections.

Dryers proposed must be front load commercial dryers with a capacity of at least 14 lbs. Dryers should have various heat cycle selections available.

Currently washers are set for a cycle time of 30 minutes, and dryers for 50 minutes. Both a wash and a dry cycle cost \$1.10 at present. Payment is made only through use of the campus debit card system. No coin operation is needed or desired.

Bidding vendors must propose a time and price per cycle for a wash, and a time and price for a cycle. Prices will be set by mutual agreement with the Director of Business Services.

Vendors must also propose a minimum guarantee of revenue for the University, and a percentage scale split of revenue with the University.

2.5.2.4 Each residence hall laundry room must have at least one washing and one drying unit that is ADA compliant.

Such washing machines will have a 14 lb. capacity; front loading; all controls convenient to use by people in wheelchairs; all machines to be soft mount type.

Drying machines will conform with and match above washing units.

2.5.2.5 All equipment shall be subject to inspection and approval by the Card Office Director prior to installation.

The equipment shall be compatible in terms of décor when three or more machines are placed together at one location. The equipment shall be the same height to give uniformity of appearance, except as otherwise mutually agreed by the Card Office Director and Contractor.

The Contractor shall maintain attractive and reliable equipment. A continuous program shall be in effect for upgrading and replacing worn machines. This program will depend on usage and individual machine performance.

2.5.3 The Contractor shall provide the Card Office Director with invoice copies to verify new equipment purchases are in compliance with contract requirements. Equipment installations shall be identified by type of equipment, serial number, manufacturer's meter readings and location. Listings must be provided the Card Office Director not later than thirty (30) days after the effective date of the contract.

After the start of the contract, the Contractor shall not add, remove or replace equipment without prior approval of the Card Office Director. All schedule revisions shall be recorded on the monthly revenue and equipment commission report.

- 2.5.4 Where necessary, and mutually agreed by the University, utilities shall be brought to equipment by the University. The Contractor shall be responsible for paying the costs of connections from the equipment to the provided utility source, including all other costs of installation of the equipment and any required utility or other improvements to the physical plant. The University must supervise installation.

The University permits the contractor to use as necessary to carry out the terms of this contract such spaces, as defined by the University, as areas for debit card operated washer/dryer equipment. Subsequent modifications of space needs shall be subject to mutual agreement of the University and Contractor. University shall provide heat, air conditioning, sewer, electricity, IP network connections and cold and hot water.. The Contractor agrees to exercise care to keep these energy services to a minimum, and comply with established energy conservation practices, regulations and policies and mutually endeavor to conserve the use of energies.

The University shall not guarantee an uninterrupted supply of water, electricity, heat or network services except that it shall be diligent in restoring service following an interruption. The University shall not be liable for any loss that may result from the interruptions or failure of any such utility services.

- 2.5.5 All equipment owned by the Contractor shall remain with the Contractor. However, the University agrees to take such measures as may be reasonably required, as defined by the University, for the protection against loss by pilferage or destruction. Required equipment and repairs expense shall be the Contractor's responsibility.

- 2.5.6 The machines shall be operational during the entire year, but with reduced selections arrived at by mutual agreement for the summer session and University vacation breaks. Vending operations will be curtailed in some residence halls during the summer. The Residence Life Office will furnish the Contractor with a schedule of openings and closings.

- 2.5.7 In addition to the necessary operating instructions, the Contractor shall provide each washer and dryer location with information to the user where malfunction reports, products quality comments and refund requests may be made. All information including permits, licenses and price regulation required as applicable to be posted shall be displayed in an appropriate manner agreed by the University without defacing the facilities of the University.

- 2.5.8 The Contractor shall be responsible for control of keys and parking gate cards obtained from the University and the security of those areas for which and when they are used by its representatives. The Contractor shall be responsible for immediately reporting all the facts relating to losses incurred, equipment damage or break-ins to their equipment and areas of the University. The University shall designate the authority who shall receive these reports and be responsible for key issue and periodic review of key and gate card control.

The Contractor is responsible for the purchase or locks and other security devices on machines that may be required by the Contractor to further ensure revenue, product or property.

The Contractor is responsible for ensuring that all contractor employees that will maintain or visit residence halls for service or repair have University provided identification cards (Blue Chip cards). Such identification cards must be worn when contractor employees are on campus.

- 2.5.9 The Contractor shall be responsible for replacement of locking cylinders required as a result of their negligence and/or loss of keys.

The University shall provide the Contractor with routine campus protection currently available to Debit Card Operated Washer/Dryer Service, such as night patrol, door checks, security consulting, call response, etc.

The University and Contractor shall mutually determine the additional security measures required to control unauthorized access to all areas included in this contract.

- 2.5.10 Washers and dryers not removed from the University locations on cancellation or expiration of this contract and/or after ten calendar days written notice to the Contractor may be removed and placed in storage by the University. All costs of removal, storage, product and revenue loss shall be the Contractor's.
- 2.5.11 In the event that the University determines that additional vending machines are necessary, the Contractor shall install such machines at locations determined by the Card Office Director and the Director of Residence Life or designee. Should the University determine at any time during the term of the contract that any machine or machines are not required, the Contractor shall remove said machine or machines at no cost to the University.

## **2.6 PERFORMANCE BOND**

2.6.1 The awarded contractor is required to furnish a performance bond in the amount of \$50,000 made payable to Central Connecticut State University. Such bond must be furnished by the awarded contractor upon notification of contract award by the University. The bond must have a surety with such company or companies authorized to do business in Connecticut, as listed in the most recent United State Department of the Treasury circular #570.

2.6.2 The performance bond must be in effect for the entire contract period and may be renewed annually on the anniversary of the agreement date.

2.6.3 The performance bond shall also provide that, in the event of non-renewal, the University and the awarded contractor shall be notified in writing by the issuer a minimum of sixty (60) days prior to the anniversary of the effective date of the contract. In the event of a non-renewal, the awarded contractor shall provide the University evidence of the new source of surety within twenty-one (21) calendar days after the University's receipt of the non-renewal notice.

2.6.4 Failure to maintain the required surety or failure to provide the bond within the twenty-one (21) day notification period may result in contract termination.

## **2.7 INDEMNIFICATION AND INSURANCE**

2.7.1 The awarded contractor must agree to indemnify and hold harmless Central Connecticut State University and the State of Connecticut from claims, suits, actions damages and costs of every name and description, arising out of or resulting from the awarded contractor's performance of the contract; negligence of the University and the State, vandalism and acts of God excepted.

2.7.2 The awarded contractor shall obtain and maintain appropriate insurance in accordance to the State Insurance and Risk Management Board including general liability and worker's compensation. Such policy shall list the State of Connecticut, the Board of Trustees for the Connecticut State University and Southern Connecticut State University, its officers, agents and employees as additional insured.

## **2.8 CAMPUS DEBIT CARD SYSTEM**

2.8.1 The awarded contractor will be responsible for all the equipment (i.e. card readers, controllers), software, and supplies necessary to facilitate sales through the University's campus one-card system. The awarded contractor is also responsible for the repair and maintenance of such equipment. In addition, the

awarded contractor is also responsible for the purchase of any required interface software necessary for connection to the debit card system.

2.8.2 The University currently uses Odyssey PCS (Version 3.1.2) as its campus debit card system. The CBord Group, Inc. located at 61 Brown Rd., Ithaca, NY 14850 ([www.cbord.com](http://www.cbord.com)), developed the Odyssey system application. All sales through the University's debit card system (aka Blue Chip card) will be determined through the Odyssey system. Debit card sales will be reported by the University Card Office to the Contractor and paid to the Contractor on a monthly basis according to the negotiated rate.

## **2.9 PERSONNEL EMPLOYMENT PRACTICES AND STAFFING**

2.9.1 The Contractor shall furnish a supervisor or employee who will be available on call so that the University is assured of 24-hour service as required or needed.

2.9.2 The awarded contractor shall provide headquarters management staff, made known to the University by name, to routinely review and inspect operations, fill vacancies when necessary, consult with the University on current and future debit card-operated washer & dryer programs, and to act with full authority on the awarded contractor's behalf in any and all matters pertaining to the specifications of this contract.

2.9.3 Personnel relations of employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable government regulations related to the employment, compensation, and payment of personnel. The awarded contractor shall also provide training and development programs for their employees at all levels of the organization.

2.9.4 The Contractor shall control the conduct, demeanor and appearance of its employees and agents.

2.9.5 Personnel of the awarded contractor shall observe all regulations of the University; failure to do so may be grounds for dismissal. The University reserves the right to approve any vendor personnel assigned to the campus.

2.9.6 Employee uniforms shall be provided by the Contractor that are mutually agreed by the University and Contractor to be best suited for the job function intended, and easily and appropriately identify the Contractor and employee by name. Exceptions shall be determined by mutual agreement of the Card Office Director and Contractor. All employees of the Contractor shall wear an approved uniform while on duty at the University. All employees or guests must sign in every residence hall before commencing work.

2.9.8 All employees on the awarded contractor's payroll shall be the awarded contractor's responsibility. The awarded contractor shall comply with all applicable federal and State of Connecticut governmental regulations related to non-discrimination, employment, compensation, and payment of personnel practices.

2.9.9 All employees on the awarded contractor's payroll shall be subject to the University's Employee Standards of Conduct. See Appendix VIII

## **2.10 EQUIPMENT & FACILITIES MAINTENANCE, REPLACEMENT & SANITATION**

2.10.1 The premises, equipment, supplies and facilities shall be maintained throughout the life of this contract in condition satisfactory to the University and in compliance with all University, State and local related health and sanitation codes. The Contractor will give special attention to:

- Cleaning the outside of machines as they are serviced;
- Cleaning up any spillage and/or overflows caused by malfunctions and/or servicing;
- Removing from the premises all trash or refuse of any nature whatsoever, which may accumulate and arise from the servicing of its machines;

- Performing routine cleaning procedures on the interior of vending machines, and, during vacation periods, a major and detailed cleaning of all machines, both exterior and interior;
- The Contractor shall inspect vending machines when supplying or servicing and is to bring each up to the highest standards of cleanliness and repair.

2.10.2 Sanitarians of the Connecticut Department of Health and campus safety personnel and environmental health specialists shall have complete cooperation and access to all washer and dryer service areas on inspections that they may conduct. These inspections may be at the request of the University or on said agency's own discretion. A management representative of the Contractor shall conduct equipment and facilities maintenance and sanitation inspections periodically. A copy of all inspection reports shall be furnished to the Card Office Director by the contractor within forty-eight (48) hours of receipt. The Contractor is responsible to implement corrective operating measures required as a result of these inspections and reports within ten calendar days notifications from the inspecting agency and by mutual agreement from the University.

The University at any and all times shall have the right of inspection and access of all debit card operated washer/dryer areas and the operation of the Contractor with respect to the quality and quantity of debit card operated washer and dryer service, the method of service, service hours, and generally with respect to use, safety, sanitation, and maintenance of said premises, all of which shall be maintained at a level satisfactory to the University. The University shall have the right to make, from time to time, reasonable regulations with regard to such matters, and the Contractor agrees to comply with such regulations.

- 2.10.3 A program of preventive maintenance and regular replacement of worn, damaged or malfunctioning equipment, shall be instituted and carried out by the Contractor. This program shall be described in detail with each proposer specifying equipment and parts backing to meet emergencies and routine maintenance and repair. The University shall not perform maintenance or repair on any equipment of the Contractor or that on loan to the University.
- 2.10.4 The Contractor shall provide on call, as needed, equipment maintenance and repair service so as to minimize equipment down time should malfunctions be reported. The Contractor shall respond to equipment service and repair calls/reports within a minimum of four (4) days between the hours of 7:00 a.m. and 7:00 p.m., Monday through Sunday. Equipment that cannot be returned to full service within 48 hours of notification of needed repair (excluding weekends) shall be replaced with comparable equipment of like quality until the original equipment is returned to service.
- 2.10.5 The Contractor shall maintain a continual program of equipment replacement in high volume locations where obsolescence becomes a factor resulting in potential service or sales reduction.
- 2.10.6 Industry improvements on equipment occurring during the life of this contract shall be incorporated by the Contractor on the originally installed equipment and subsequent installations where it is deemed feasible by the University and mutually agreed by the Contractor. Such improvements shall include, but not be limited to: "fail-safe no touch burglar alarms" and various electronic and metering devices.
- 2.10.7 The Contractor shall keep the University informed on new industry security measures in use. The University shall institute or execute such measures required to accomplish maximum property, product and revenue security when presented in writing by the Contractor and mutually agreed by the University.
- 2.10.8 The University shall provide waste containers in the washer and dryer areas, where necessary, and in sufficient number, to maintain sanitary standards for trash disposal.

The Contractor shall comply with the University and State policies and procedures related to recycling of waste materials and participate in required waste separation programs.

- 2.10.9 The Contractor shall comply with campus policy restricting service vehicles from driving in restricted areas.
- 2.10.10 During the course of performing the service necessary to satisfy the requirements of this proposal, the Contractor is fully liable for public and private protection while work is in process or at any site exposed as a potential hazard. The Contractor must provide warning devices and/or signs that shall be prominently installed and displayed and be fully in compliance with the aforesaid safety regulations.
- 2.10.11 The Contractor, at its expense, may make alterations and facility changes with the addition of decorative motif to bank washer and dryer locations the Contractor feels essential to the Contractor's mode of operation.

The Contractor shall propose any such alterations or facility changes to the Director of Residence Life or designee and Card Office Director for prior approval. Any changes in the physical structure of the building require prior approval of the University Physical Plant Director.

All additions, alterations or improvements shall be made in a good and workmanlike manner, in accordance with University approved plans and specifications and in compliance with all applicable statutes, codes, ordinances, rules and regulations.

## **2.11 COMMISSIONS, ACCOUNTING AND PAYMENTS**

### **2.11.1 Commissions**

Commissions shall be expressed on the included proposal submitted forms by the Contractor on net sales (gross sales, less refunds and tests and State and Local Sales Tax) on all items as follows:

2.11.1.1 Percentage of net sales on individual vending product categories or a minimum guarantee of total commission per year, whichever is greater.

### **2.11.2 Accounting**

2.11.2.1 The University shall maintain complete and accurate records of transactions for each machine in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of (3) years from the close of each year's operation or until audited by the State of Connecticut, whichever comes first,

The University's representative, selected auditors or the contractor may annually, or more often if necessary, examine all financial and operational phases of the Contractor's services. Periodic reviews, conducted jointly by representatives of the University and the Contractor shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

**2.11.2.2 The University's debit card system (Odyssey) will be the system of record for all sales transactions associated with the laundry service. There will no coin operated machines on campus. All sales to students, faculty, staff, and conference or camp attendees will be made through an on-line deduction via the persons "Blue Chip" card. For persons not having a Blue Chip card (certain conference or camp attendees), Guest cards are available in several locations on campus.**

A voucher refund system shall be required and shall involve dispersing of funds through representatives of the University Card Office. The voucher system shall include a form supplied by the Contractor and approved by the University to be filled out by the person making refund claims and



shall be include the following information; what machine, what happened, amount of loss, amount of refund, date, building, and who suffered loss.

2.11.2.7 Refunds and tests shall be deducted from commission gross sales in item categories in which refund and tests occurred prior to computation of State and local sales tax commissions due the University.

2.11.2.8 Commissions shall not be paid on the Contractor's revenue losses resulting from vandalism or theft of money or product from vending equipment at the University.

2.11.2.9 A representative of the University may accompany the Contractors' route employees when meter counts are made at a time predetermined and agreed by the University.

2.11.2.10 The University shall provide to the contractor sales and commission reports that provide the following information:

- A detailed statement showing the gross sales derived from each location for washers and dryers under this contract.
- Building location of machines.
- Machine number.
- Selling prices of product service.
- Gross sales for month for each machine, each location, and each period and total.
- Total commission for each machine, each location for each period.
- Refunds, discards and tests for each item category.

Prior to the start of the contract, the University and Contractor shall mutually agree on the report(s) formats and contents to satisfy these requirements.

### 2.11.3 Payments

2.11.3.1 The University shall pay the commission percentage of each period net (gross sales) vending sales on or before the 30<sup>th</sup> day of the period following the last day of the period in which commissions were earned, and shall accompany this payment with a detailed explanation of dollar sales by item category, by location by each vendor and an extension of commissions and composite statement of said sales and commissions. Causes of abnormal revenue deviations shall be noted by the University as part of these statements.

2.11.3.2 All period commission statements and payments shall be sent to a Contractor selected person and business address. Simultaneously, a copy of commission statements shall be filed in the Card Office.

2.11.3.3 One year from the effective date of this contract, and each full year thereafter during the life of the contract, the Contractor shall pay the University that portion of commissions due, if any, to equal the guaranteed annual commission required in this contract. Payments shall be made by the 30<sup>th</sup> day of the following accounting period in which they were earned and recorded commissions paid in the year the guarantee was due.

Upon authorized and mutually agreed early termination of this contract, partial year guarantee commissions due, if any, shall be determined by dividing the prior year commissions earned through the date of termination by the prior contract year total commission or guarantee received, whichever is great. Multiply the resulting percentage prorated commission received the prior year by the annual guarantee required per proposal submitted. If the resulting prorated guarantee is greater than the commissions received to date of termination, any balance due shall be paid the University by the 30<sup>th</sup> day of the following accounting period.

2.11.3.4 On expiration or termination of this contract, commissions due the University shall be paid on sales until all equipment has been removed, and the removal date shall be indicated on the period statement when each piece of equipment was reviewed, including equipment reviewed at any time during the contract period prior to expiration.

2.11.3.5 On requests of the Contractor the University shall meet with the Card Office Director and review each period statement, explain deviations, discuss problems, and mutually agree on courses of action to improve the results of the required services included in this contract. Period statement adjustments required as a result of review and/or audit shall be identified and reflected on the next period statement.

2.11.3.6 All records pertaining to the operation of vending laundry service shall be open for inspection and/or audit by the State and/or Contractor at any or all reasonable times.

2.11.3.7 The University shall be advised by the Contractor of the Schedule of the Contractor's audit of their own records and operations at the University. The University shall have the option to participate in the contractor's audits and may request a full report of these audits.

### **Section 3. Proposal Requirements**

#### **1. Response Requirements**

Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a written point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. 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. No fewer than an original and four (4) copies of the proposal shall be submitted.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal 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 considered as unresponsive and disregarded.

#### **2. Proposer Qualifications and Information**

The specifications in Part III must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

The following specifications are to be addressed in the Vendor's response.

- A. Describe how your firm proposes to meet the scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of CCSU's needs and requirements.
- B. The bidder must currently own the specified business and must have owned and operated the business a minimum of (5) years. Please provide ownership and length of operation information in bid response, including
  1. Name and address of operating company;
  2. Name of all owners and principals;
  3. Duration and extent of experience in the operation of Debit Card Operated Washer/Dryer services.
- C. The proposer must currently own and operate a minimum or twenty five (25) laundry or vending machines at one or more individual accounts. Explain.
- D. Management qualifications and staffing requirements for this contract must be satisfied. Bidder must respond to management and staffing requisites in their proposal.
- E. The financial capacity of the bidder must be sufficient to support the specified service, provide initial inventories, equipment and labor and cash flow to guarantee performance. Please provide a complete balance sheet or annual reports as of the last fiscal year of operation. Certification of this report by a Certified Public Accountant is required. If your company shall require monetary assistance to operate this account, state amount required and anticipated source.

- F. Provide an organization chart and a plan for the administrative management, supervision and staffing required under the specifications of this contract, including regional and headquarters support and description of the qualifications of the manager candidate to be assigned to the University.
- G. Provide descriptions of your internal accounting program and include forms used for:
1. Inventory control for central warehouse, on location storage areas, and route inventory control;
  2. Washer and dryer personnel accounting controls;
  3. Method of recording, checking and reporting sales;
  4. Internal audit system;
  5. Regular accounting and collection control forms used with detailed explanation of each and their importance;
  6. Route person inventory and control procedures with example control card and card entry procedures and audit;
  7. Identify proposed accounting periods, minimum twelve (12) annually;
  8. Copy of proposed period revenue and commission statements as specified.
- H. Provide a description of your organization's training programs for employees, supervisors and, managers.
- I. Provide a description in detail the program regarding preventative maintenance and regular replacement of worn and/or malfunctioning equipment.
- J. Provide plans for advertising, merchandising and promotion for the first year of the contract, including marketing programs and schedules for implementation. Proposals should focus on programs to maximize sales volume on campus.
- K. Describe in general terms your approach to meeting the service requirements of this contract including evening, and weekends.
- L. List your proposed revisions to Schedule B, which would enhance the minimum equipment requirements specified by location by machine.
- M. Provide complete information on proposed commission percentage and/or minimum annual commission or guarantee. See Appendix III.
- N. The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient staff of properly trained employees to take on and consistently maintain the resulting contract? Explain.
- O. Provide a list of a minimum of five (5) university operations of similar size and complexity where you are, or have within the last year, owned and operated the specified service. Provide the length of time at each account, and the name, address and phone number of contact person for each.
- P. Provide other such information as the bidder deems pertinent for consideration by the University. Value added services such as web-based service reporting and acknowledgement system, web based ability for students to availability of machines (eMonitoring), laundry room signage (instructional, promotional, etc) available at no charge, etc should be made known.
- Q. 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.
- R. Proposals are required to be complete and accurate. Omission, inaccuracy of misstatements may be sufficient cause for rejection of proposal.

S. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

T. Regulations of Connecticut State Agencies Section 4-114a-3(10) require agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements. Explain your understanding of these requirements.

- The bidder's promise to develop and implement a successful Affirmative Action Plan;
- The bidder's submission of EE0-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
- The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprise.

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

- A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.
- History of contracts entered into with the State of Connecticut over the five (5) 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 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.

V. CCSU has made a commitment to energy and natural resource conservation. Include complete energy efficiency and water usage information on equipment that will be used in this contract, including the MEF (Modified Energy Factor) Rating and Water Factor of the equipment? Explain your understanding of this requirement and your ability to comply.

### **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**

**Evaluation** – The award of an Agreement to furnish Debit Card Operated Washer/Dryer Service will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value as determined by the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations (if requested), references, and financial considerations (commissions). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the resulting contract.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor's response to the following criteria:

### **Evaluation Criteria**

Each proposal will be evaluated by a screening committee against the following criteria to determine which proposal is most capable of providing the requested product and services. Each criterion will be evaluated using a point range of 0 to 4 (0 = unsatisfactory, 1 = satisfactory, 2 = good, 3 = excellent, 4 = superior), and then multiplied by a weighted factor to be determined by the committee prior to the due date of the RFP responses.

- Ability to assist the University in meeting its objective for providing first class Debit Card Operated Washer/Dryer Service as represented in Bidder's demonstrated ability and past experience to provide the equipment and services requested;
- Bidder's understanding of CCSU needs, the project and its purpose and scope as evidenced by the proposed approach and the level of effort;
- Demonstrated commitment to energy and water efficiency;
- Current client list and references, specifically in higher education;
- Competitiveness of proposed cost and revenue;
- Demonstrated compliance with State of Connecticut contracting statutes and regulations, including history of contracts entered into with the State of Connecticut over the last five (5) years and history of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years.
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO). See Appendix IV., CHRO Notification to Bidders for more information.
- Quality and clarity of the presentation to the screening committee concerning vendor's proposal (if requested)

The order in which the above selection criteria are listed is not indicative of their relative importance.

**Information Required:** Proposals should be presented by following the paragraph and numbering scheme of the RFP and provide the RFP statement as well as the response. Vendors should avoid simple statements such as “Will Comply” or “Yes”, and explain answers in full. Specific areas to be addressed are:

**General Response Requirements as explained in Section 3**

**Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

**Review of References:** Each proposer is required to provide a list of references as requested above. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

**Supplier Representatives:** Proposer must identify the people it anticipates representing the Vendor in developing and implementing the Agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

**The University will include in its evaluation:** proposals, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

**Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

## Appendix I. REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization provides Debit Card Operated Washer/Dryer Service similar to the size and scope of the operation at CCSU. Please include name, title, telephone number and e-mail address of a contact person at each institution.

**References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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



## **Appendix II. INSTRUCTIONS TO PROPOSERS**

- A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Marcus White Annex room 006, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:

Title of Proposal: Debit Card Operated Washer/Dryer Service

RFP Number: S067074

Proposal Due Date: 3:00 P.M., - May 1, 2007

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and four (4) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a vendor with any agency or

employee will be superseded by the written agreement.

- K. CCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.  
Director of Purchasing  
Marcus White Annex room 006  
New Britain CT 06050  
Phone: (860) 832-2531  
Fax: (860) 832-2523  
Email: [brodeur@ccsu.edu](mailto:brodeur@ccsu.edu)

**Appendix III. PROPOSAL CERTIFICATION**

**Request for Proposal S067074, Debit Card Operated Washer/Dryer Service**

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 CCSU 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.
- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

We, the undersigned, in compliance with the Request for Proposal for Debit Card Operated Washer/Dryer Service, hereby agree to pay the following commissions and guarantees to CCSU for washer and dryer machine net sales.

Itemized Commission Guarantee –

Washers \_\_\_\_\_% Commission Offered

Dryers \_\_\_\_\_% Commission Offered

Laundry Vending items \_\_\_\_\_% Commission Offered

Suggested Cost for a Single Wash Cycle \_\_\_\_\_

Suggested Time for a Single Wash Cycle \_\_\_\_\_ Minutes

Suggested Cost for a Single Dry Cycle \_\_\_\_\_

Suggested Time for a Single Dry Cycle \_\_\_\_\_ Minutes

Minimum Annual Guarantee \$ \_\_\_\_\_ or the commission schedule, whichever is greater

Firm \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

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**Appendix IV. REQUIRED FORMS**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) **Definition of Small Contractor**

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)

### PART I - Bidder Information

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

### PART II - Bidder Nondiscrimination Policies and Procedures

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

### Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_
  - 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
  - 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_

PLEASE COMPLETE REVERSE SIDE

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift affidavit to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. 4-250 and 252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, \_\_\_\_\_, am authorized to execute the attached contract on behalf of the \_\_\_\_\_ (the "Contractor"). I hereby certify that between \_\_\_\_\_ (planning date) and \_\_\_\_\_ (date of the execution of the attached contract) that neither myself the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of this bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12) to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Name of Benefactor Name of Recipient Gift Description Value Date of Gift

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor ant agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

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

Signature

Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

Commissioner of the Superior Court
Notary Public



“GIFT” IS DEFINED UNDER Conn. Gen. Stat. §1-79(e), excluding subdivision (12) as follows:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

- (1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;
- (2) Services provided by persons volunteering their time;
- (3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;
- (4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;
- (5) Goods or services (A) which are provided to the state (i) for use on state property, or (ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;
- (6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;
- (7) A rebate, discount or promotional item available to the general public;
- (8) Printed or recorded informational material germane to state action or functions;
- (9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;
- (10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;
- (11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;
- (12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;
- (13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of Connecticut;
- (14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;
- (15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or
- (16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

Form 2

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certificate

Campaign contribution certification to accompany State Contracts with a value of more than \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. 4-250 and Governor M. Jodi Rell's Executive Orders No. 1,, para. 8 and No. 7C, para. 10

I, \_\_\_\_\_, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the \_\_\_\_\_ who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except as listed below:

Contributor Recipient Amount/Value Date of Contribution Contribution Description

List information here

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

Signature

Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines

**Consulting Agreement Affidavit**

*Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.*

*This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.*

I, \_\_\_\_\_ (type/print name, title, and name of firm or corporation) hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

\_\_\_ Yes      \_\_\_ No Is the Consultant a former state employees or public official?

*If yes, provide the following information about the former state employee or public official:*

- Former Agency:
- Date Such Employment Terminated:

**Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this contract.**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

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

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS  
(Bid or Proposal)**

INSTRUCTION: Contractor must sign the affirmation below and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On Behalf of:**

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

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Employee Identification Number (FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act No. 05-287

## **APPENDIX V – Campaign Contribution Restrictions**

Campaign Contribution Restrictions. This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "State Contractor" means a person, business entity or nonprofit organization that enters into a State Contract. Such person, business entity or nonprofit organization shall be deemed to be a State Contractor until the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid solicitation by the State, a State Agency or a Quasi-public Agency, or a proposal in response to a request for proposals by the State, a State Agency or a Quasi-public Agency, until the State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial branch of State government or a Quasi-public Agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a State or Quasi-public Agency employee. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall

attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

\_. Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

## **Appendix VI. RFP RESPONSE CHECK LIST**

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW.

PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

- [     ]     Signed Proposal Certification with Commission/Guarantee proposal (Appendix III)
  - [     ]     Form of Proposal (complete response to requirements in Section 3)
  - [     ]     References (Appendix I)
  - [     ]     Forms included in Appendix IV (CHRO Paperwork - 3 pages, Gift Certificate, Campaign Contribution Certificate, Consulting Agreement Affidavit, Ethics Affirmation, SEEC Forms SC 3 and SC 3A)
-



# Connecticut State University System



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

## STANDARD TERMS AND CONDITIONS

### I. DEFINITIONS

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

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

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

#### A. General Conditions

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

#### B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose

substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.

11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services ([www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

#### **C. Samples**

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

3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

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

**No Bid Bond required with this RFP**

#### **III. CONTRACT AWARD**

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

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

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

##### **A. General Conditions**

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or

subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.

4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7A.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the

remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.

14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

#### **B. Insurance**

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
  - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
  - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (c) Professional Liability: \$1,000,000 limit of liability.
  - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
  - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
  - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.

3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

**C. Bonds**

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

1. A Performance Bond in the amount of \$50,000.00
2. No Labor and Material Payment Bond is required for this RFP

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

**D. Delivery**

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

**E. Inspection and Tests**

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

the equipment's operating characteristics meet the performance standards set forth in the contract.

**F. Advertising**

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

## **Appendix VIII**

### **Employee Standards of Conduct**

CCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

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

The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.



**Central Connecticut State University**

*Start with a Dream. Finish with a Future.*

**Purchasing Department**

To all interested parties

October 31, 2006

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

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

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

Sincerely

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

## **Schedule A**

### **Current Equipment List by Residence Hall**

Vance hall

8 washers - Maytag top load commercial  
8 dryers – Maytag front load commercial

Sheridan Hall

8 washers - Maytag top load commercial  
8 dryers – Maytag front load commercial

Sam May Hall

4 washers - Maytag top load commercial  
4 dryers – Maytag front load commercial

James Hall

10 washers - Maytag top load commercial  
10 dryers – Maytag front load commercial

Seth North Hall

4 washers - Maytag top load commercial  
4 dryers – Maytag front load commercial

Beecher Hall

3 washers - Maytag top load commercial  
3 dryers – Maytag front load commercial

Barrows Hall

7 washers –  
6 Maytag top load commercial  
1 Kenmore top load commercial  
7 dryers – Maytag front load commercial

Carroll Hall

6 washers - Maytag top load commercial  
6 dryers – Maytag front load commercial

Gallaudet Hall

9 washers - Maytag front load commercial (Neptune)  
10 dryers – Maytag front load commercial