

WESTERN CONNECTICUT STATE UNIVERSITY

ADDENDUM NO.

TO

BID NO. 2010-ERB-0076

Janitorial Services for WestConn at Waterbury located at NVCC

DATE: February 5, 2010

The following addendum will expand, amend, revise and clarify the specifications bearing the above title, dated January 20, 2010 and will become a part of them – not replace them. All information in the original contract documents still apply unless specifically omitted or revised by the addendum.

This addendum will consist of the following, which will be added to and become part of the contract documents:

Item No. 1: Is issued in response to questions received from the bidders list.

Request for monthly amount paid for the current custodial services.

The current cost is \$390.00 per week, based on a full 5 day week (no holidays or closings)

Is the BID only available for SET ASIDE certified vendors only or do they just get preference?

The bid is only open to vendors currently holding a set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business CONNECTIONS Unit.

END OF ADDENDUM

Note: Please note receipt of all addenda on your bid form.

WESTERN CONNECTICUT STATE UNIVERSITY

ADDENDUM NO.
TO
BID NO. 2010-ERB-0076
Janitorial Services for WestConn at Waterbury located at NVCC
DATE: February 1, 2010

The following addendum will expand, amend, revise and clarify the specifications bearing the above title, dated January 20, 2010 and will become a part of them – not replace them. All information in the original contract documents still apply unless specifically omitted or revised by the addendum.

This addendum will consist of the following, which will be added to and become part of the contract documents:

Item No. 1: Addendum is issued to post list of attendees at the Mandatory Pre-Bid Meeting held on January 29, 2010.

Item No. 2: In Attachment A, section 1.04.A.1 Cleaning Defined, Normal Daily Cleaning – *Trash and Recyclables Removal*, Page 2, Add the following:

Trash liners provided by agency.

Item No. 3: In Attachment A, section 1.04.B.3 Cleaning Defined, Normal Daily Cleaning – *Stairwells and Entryways* | Page 3, Add the following:

Stairwells and Entryways:

East Entrance: Back entry way leading directly to WestConn at Waterbury classes consisting of (1st) floor entryway and landing, 2 flights of stairs and (2d) floor entryway and landing.

North Entrance: Front entrance of Founders Hall adjacent to 129A consisting of (2) steps and (2) landings.

South Entrance: Entryway located near 129A consists of (1st) floor landing and adjoining throw rug carpet

Item No. 4: In Attachment A, section 1.06.A Material, Equipment and Storage: Replace section A with the following paragraph:

Unless otherwise noted, the Contractor shall furnish, at its own expense, all cleaning supplies, equipment and materials, including, but not limited to vacuum cleaners, brooms, mops, pails, wringers, disinfectants, polish, and other expendables necessary to properly perform the required work and meet the requirements of the contract. All

Note: Please note receipt of all addenda on your bid form.

supplies and electrically operated equipment shall be properly grounded and all equipment shall be in safe working order.

Item No. 5: In Attachment A, section 1.06.C Material, Equipment and Storage, delete section 1.06.C.

Item No. 6: In Attachment A, section 1.02.C Holidays add the following:

In the event of a building closure (i.e. Snow Closure, Power outage) at Naugatuck Valley Community College janitorial services will not be required.

Item No. 7: Please note that Executive Order No. 14, promulgated by Governor Jodi Rell on April 17, 2006 applies to this bid, and has been added to the bid specification.

Item No. 8: All questions are to be submitted in writing or via email to Esther Boriss by Friday February 5, by 12:00PM at the following:

borisse@wcsu.edu or faxed to 203-837-8659. All emails must be followed up with a phone call to 203-837-8758.

END OF ADDENDUM

Note: Please note receipt of all addenda on your bid form.

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

EXECUTIVE ORDER NO. 14

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

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

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

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

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

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

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

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

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

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

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

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

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

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

This Order shall take effect immediately.

Dated at Hartford this 17th day of April, 2006

M. JODI RELL

Governor

By Her Excellency's Command:

Susan Bysiewicz

Secretary of the State



**WESTERN
CONNECTICUT
STATE UNIVERSITY**

**REQUEST
FOR
PROPOSAL**

This is **NOT**
an order to ship.


Please quote on the commodities or services listed below.
All prices must be FOB Destination.

You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.

VENDOR NAME and ADDRESS:		BID NUMBER: 2010-ERB-0076
		BID DUE DATE: February 11, 2010 at 2:30 PM
RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810		DATE ISSUED: January 20, 2010
SIGNED (for agency) E.R. Boriss	PREPARED BY: E.R Boriss Associate Director – Administrative Services Phone: (203) 837-8758 Fax: (203) 837-8659	PURCHASING AUTHORITY: Public Acts 91-256/92- 154 CGS 10a-151b

Item	Description	Unit	Quantity	Price
1	<p>Western Connecticut State University is accepting sealed bids for janitorial services for WestConn at Waterbury, Founders Hall located at Naugatuck Community College at 750 Chase Parkway Waterbury CT 06708 for a 28 month period starting approximately March 10, 2010 through June 30, 2012 with an option for an additional 12 month period per specifications listed on attachment "A".</p> <p>This Invitation to Bid is reserved for vendors currently holding a set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business CONNECTIONS Unit.</p> <p>All contractors are required to visit the site and become familiar with existing conditions. A mandatory pre-bid meeting is scheduled for Friday January 29, 2010 at 2:30pm beginning in the second floor Conference room #205a located in Founders Hall 750 Chase Parkway Waterbury CT 06708 at Naugatuck Valley Community College.</p>			

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 30 days Company FEIN _____
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 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	Please quote on the commodities or services listed below. All prices must be FOB Destination. You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.
	This is NOT an order to ship.	

VENDOR NAME: 	BID NUMBER: 2010-ERB-0076
-----------------------------	---

Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	PAGE 2
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Item	Description	Unit	Quantity	Monthly	Yearly
1	Janitorial services per attachment A : Founders Hall (March 10, 2010 through June 30, 2012 plus an optional 12 months)	Month	12	_____	_____
2	Emergency Cleaning Rate – Hourly rate \$ _____/HR				
	Receipt of Addendum _____				

Bid Parameters

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

“Commission on Human Rights and Opportunities - Contract Compliance Regulations – Notifications to Bidders”

OPM Non discrimination certification form B- Affidavit by Entity”

must be completed and submitted with the proposal.

Note that this is a sealed bid. Late bids, e-mailed bids, faxed bids, or unsealed bids will not be accepted. Please note the sealed bid number 2010-ERB-0076 on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is February 11, 2010 at 2:30PM in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT.

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

To be completed by bidder

Vendor Authorized Signature _____
Date _____

Attachment A

WESTCONN AT WATERBURY
for Janitorial Services for Founders Hall located at Naugatuck Community
College at 750 Chase Parkway Waterbury CT 06708

1.01 Scope

- A. In General – The Contracted Janitorial Services (hereinafter called the “Contractor”) shall provide janitorial services as specified at Founders Hall located at the WestConn at Waterbury campus located at Naugatuck Valley Community College (hereinafter referred to as “NVCC”) located at 750 Chase Parkway in Waterbury Connecticut. The contractor shall provide the building cleaning services for Western Connecticut State University (hereinafter referred to as the “Agency”). It is the intent of this contract to maintain the specified areas of the above building in a clean and sanitary condition in conformance with acceptable cleaning industry standards and with cleaning standards established by the Agency and/or the State of Connecticut.
- B. **All contractors are required to visit the site and become familiar with existing conditions. A mandatory pre-bid meeting is scheduled for Friday January 29, 2010 at 2:30pm beginning in the second floor Conference room #205a located in Founders Hall 750 Chase Parkway Waterbury CT 06708 at Naugatuck Valley Community College.**
- C. Contract Period – The contract period for the described janitorial services shall begin on or about March 8, 2010, and shall end on June 30, 2012. At its sole discretion, the Agency reserves the right to renew this contract for an additional one (1) year. There will be no extra start up costs in the event the contract is extended for the additional (1) year.
- D. For the purpose of this bid, the Contractor shall submit a monthly cost for all janitorial services and supplies required under this contract. Note that the pricing submitted shall be of a firm fixed price nature for the 28 month period, with an option for an additional 12 month period.
- E. **This Invitation to Bid is reserved for vendors currently holding a set-aside certificate at the time of bid opening from the State of Connecticut’s Department of Administrative Services Business CONNECTIONS Unit.**

1.02 General Building Information

A. Founders Hall is a year round facility. It is anticipated that the awarded Contractor will provide continuous cleaning services to restrooms, classrooms offices, conference rooms, stairwells and entryways as listed.

B. Building Data – Founders Hall

Classrooms to be cleaned:

Founders Hall 201, 202, 204, 205, 208, 210

Offices to be cleaned:

Founders Hall 129 suite, 200, 204a, Conference Room 205a, 205b, 205c, and 206

C. Holidays

Working Holidays – The contractor shall be required to work specified holidays during the contract year. These working holidays include Columbus Day and Veterans Day.

Nonworking Holidays – The Contractor shall not be required to work on the following holidays: New Year’s Day, Martin Luther King Day, the President’s Days, Good Friday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and the day after, and Christmas Day.

1.03 Scope of Cleaning

A. In General – The Contractor must complete one entire cleaning cycle in all of the following areas per listed frequency. The scope of cleaning services in these areas is outlined in Article 1.04 of the specifications.

1.04 Cleaning Defined

A. Normal Daily Cleaning – In all listed above, the contractor provides the cleaning services listed below on a DAILY BASIS. Cleaning shall conform to industrial cleaning standards and provide for a sanitary and safe working environment. Cleaning must be scheduled to take place **after 8:00 pm**, Monday through Friday, unless special arrangements are made with the facility manager to provide access after hours for emergency work or special cleaning.

1. *Trash and Recyclables Removal* – Pull trash from all waste receptacles and replace liners daily. Clean trash receptacles inside and out. Carry all bagged trash to outside rear of the building for removal by Agency.

2. *2'd floor Bathrooms* – Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Remove graffiti as required. Use appropriate cleaning products for bathroom surfaces. Clean and refill all toilet paper, paper towel, and soap dispensers. **Paper products and soap will be supplied by Agency.**
 3. *(6) Classrooms* – Clean and disinfect desktops and chair arms and clean whiteboards.
 4. *Second Floor Corridor* – Spots soiled areas and vacuums. Vacuums second floor seat cushions.
- B. Normal Weekly Cleaning – The contractor provides the cleaning services listed below on a WEEKLY BASIS.
1. *Carpets (classrooms, offices and conference rooms)* – Remove stains and spot clean, as required and vacuum.
 2. *(6) Classrooms: Polish whiteboards in classrooms*
 3. *Stairwells and Entryways*– Vacuum and damp mop, wet wipe handrails, all surfaces and walls, as necessary. Remove all graffiti, gum, and trash.
 4. *Room F210 : Dust mop vinyl floor and clean and disinfect sink.*
- C. Periodic CleaningThe contractor provides the cleaning services listed below on a Bi-Monthly basis.
1. *Dust blinds and windowsills in Deans Suite F129.*
- D. Cleaning emergencies during the workday – On occasion, a cleaning emergency will arise during the workday. Upon request by the Agency representatives, the Contractor shall handle the emergency at the hourly emergency rate quoted to the Agency.

1.05 Cleaning Schedule and Program

- A. The Contractor shall submit to the Associate Director of Administrative Services, prior to the beginning work under this contract, a complete program for the proper cleaning of Founders Hall including a listing of

chemicals, cleaning procedures, and a schedule. The program should also include the following:

1. A description, detailed by location, labor assignments and a supervisory assignments, of the manner in which the WCSU account will be handled.
 2. Total number of employees involved in each phase of cleaning contract.
 3. Total projected monthly man hours in performing contracted cleaning services.
 4. Proposed plan for service level maintenance in the event of employee or supervisory sickness, vacation, or unpaid absence.
- B. The Contractor shall not commence work under this contract until the schedule and cleaning program has been reviewed and approved by the Agency. Contractor shall comply with all requirements of the approved schedule and program.

1.06 Materials, Equipment, and Storage

- A. Unless otherwise noted, the Contractor shall furnish, at its own expense, all cleaning supplies, equipment and materials, including, but not limited to vacuum cleaners, brooms, mops, pails, wringers, disinfectants, waxes, polish, soaps, trash can liners, recycling liners (color blue), hooks and other expendables necessary to properly perform the required work and meet the requirements of the contract. All supplies and electrically operated equipment shall be properly grounded and all equipment shall be in safe working order.
- B. Materials Safety Data Sheets – The Contractor shall maintain an on-site file of Material Safety Data sheets for all products used as required by OSHA. Such on-site file shall be made available by the Contractor at all times to OSHA. This file must be made available upon award of the bid.
- C. The Contractor shall use slip resistant floor wax or floor finish having a static co-efficient fraction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.
- D. The Agency shall provide the Contractor with room(s) for storage of Contractor's supplies and equipment. Contractor shall not store or utilize any electrical appliances in this room.

1.07 Building Access and Security

- A. The contractor is required to pick up and drop off keys nightly with the NVCC Campus Police.
- B. The Contractor shall be responsible for complying with all applicable University regulations for vehicle parking.

1.08 Employee Qualifications

- A. Security -- The Contractor is responsible for conducting a comprehensive background investigation of all employees assigned to the Founders Hall facility. The statewide background check will detail employment history, arrest information, and citizenship.
- B. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall provide evidence of employee's training and instruction in proper cleaning procedures and safe and proper use of cleaning products. Contractor shall also provide additional training for employees who exhibit poor understanding or implementation of proper cleaning procedures.
- C. Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with Agency personnel. The minimum language competency is essential to permit discussion of Agency concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and no emergency situations.
- D. All employees and agents of the Contractor shall be subjected to the jurisdiction of the Agency representative while performing services on Agency property. Each employee must comply with the "Standards of Conduct" applicable to all employees of Western Connecticut State University, which standards are listed in Article 1.09.

1.09 Employee Standards of Conduct

- A. The Agency has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety, and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited.
 - 1. Use or possession of drugs or alcohol.

2. Possession of firearms.
 3. Smoking in Agency building.
 4. Harassment (sexual, racial, or otherwise) or intimidation of any member of the University community.
 5. Violation of applicable traffic or public safety regulations or of 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 parking pass to unauthorized personnel.
 11. Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community.
 12. Interference with the work of other employees.
 13. Work attire other than the specified uniform.
 14. Loud, vulgar behavior or the use of profanity.
- B. The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required, to protect the health, safety, and welfare of the University community.

1.10 Supervision

- A. Meeting with Supervisor – The Facility Manager will meet with the supervisor to review issues and to receive instructions relative to daily cleaning activities, as needed.
- B. Supervisor's Daily Inspection Responsibilities – The Supervisor shall inspect facility upon completion of cleaning.
- C. Checklist and Inspection Report Form – The Agency shall monitor Contractor's compliance with the terms of this contract by way of random inspections to be performed by the designated Agency personnel. Inspection results will be indicated on a form entitled "Checklist and Inspection Report Form" and will be classified as "Acceptable", "Needs Improvement", or "Unacceptable." The exact content of the form shall be developed by the Agency and shall reflect the requirements of this contract. The Agency shall present the job completion checklist to the Contractor's supervisor. The Contractor's supervisor shall SIGN said job completion checklist. The signed checklist will constitute a record of the Contractor's compliance or noncompliance with the terms of this contract.

CONTRACTOR'S FAILURE TO SATISFACTORILY COMPLETE AN "UNACCEPTABLE" ITEM WITHIN 3 CALENDAR DAYS CAN RESULT IN TERMINATION OF THE CONTRACT BY THE AGENCY. The Agency reserves the right to revise the checklist from time to time and to make necessary changes as required to ensure the timely and adequate cleaning of each building.

1.11 Contractor's Default/Termination of Contract

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

1.12 Contractor's Insurance

- A. General – The contractor shall not commence work under this contract until he has filed with the Associate Director of Administrative Services of Western Connecticut State University a Certificate of Insurance, executed by an insurance company approved by the Agency, stating that with respect to the contract awarded, the Contractor carries insurance in accordance with the following requirements and stipulations:

I. Contractor's Public Liability and Property Damage Insurance:

- a. With respect to the operations performed by the Contractor and those performed for him by subcontractors, the Contractor shall carry regular Contractor's public liability insurance providing for a total limit of ONE MILLION (\$1,000,000) DOLLARS for all damages arising out of bodily injury or death of all persons in any one accident or occurrence, and for all damages arising out to injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or

Aggregate limit of TWO MILLION (\$2,000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

b. The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by automobile liability insurance in the following amounts: Total limit of THREE HUNDRED THOUSAND (\$3000,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or aggregate limit of FIVE HUNDRED (\$500,000) DOLLARS for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury or destruction of property during the policy period.

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

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

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

1.13 Contractor's Qualifications

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

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

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

3. Submit an annual report or other meaningful financial data that will permit the Agency to analyze the Contractor's financial ability to meet the requirements of this contract. The report shall include Contractor's annual dollar volume, number of accounts, and number of employees.

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

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

6. Not have received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

7. This Invitation to Bid is reserved for vendors currently holding a set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business CONNections Unit.

1.14 Subletting, Assigning, or Subcontracting the Contract

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

1.15 Interruption of Building Services

- A. The Contractor shall give to the Agency prompt notice of any elevator breakdowns or damage to or defective condition in any part of the buildings sanitary, electrical, heating, or other similar or dissimilar systems serving, located, or passing through the premises and the damage or defective condition shall be remedied by the Agency with reasonable diligence. In no event shall the Contractor be relieved of its cleaning obligations as a result of any disruption or interruption in the above building system nor shall the Contractor be entitled to claim any damages as a result of the Agency's failure to promptly eliminate said disruption or interruption of the above building systems.
- B. The Agency reserves the right, without liability to the Contractor, to stop or interrupt and heating, lighting, ventilating, air conditioning, electricity, water, cleaning, or other similar or dissimilar service and to stop or interrupt the use of any building or conveyance system or facility at such times as may be necessary and for strikes, or the making or repairs, alterations, or improvements, or inability to secure a proper supply of fuel, dissimilar cause beyond the reasonable control of the Agency. No such stoppage or interruption shall relieve the Contractor of any of its continuing cleaning obligations of this contract.

1.18 Building Damage

The Contractor shall make prompt restitution to the Agency in the form of cash replacement or repairs (subject to the Agency's approval) in settlement of any damage to agency or tenant owned property caused by the Contractor's employees.

1.19 Contract Cancellation

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

1.20 Payment

All payments made by the State Connecticut to the Contractor will be after service has been performed, on a monthly basis. Payment terms of the contract will be net 30 days.



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

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory

Date

Printed Name

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.
Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.
American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? <div style="text-align: right;">Yes ___ No ___</div>	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.? <div style="text-align: right;">Yes ___ No ___</div>
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? <div style="text-align: right;">Yes ___ No ___</div>	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? <div style="text-align: right;">Yes ___ No ___</div>
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? <div style="text-align: right;">Yes ___ No ___</div>	9. Does your company have a mandatory retirement age for all employees? <div style="text-align: right;">Yes ___ No ___</div>
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? <div style="text-align: right;">Yes ___ No ___</div>	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? <div style="text-align: right;">Yes ___ No ___ NA ___</div>
5. Do you notify the Ct. State Employment Service of all employment openings with your company? <div style="text-align: right;">Yes ___ No ___</div>	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? <div style="text-align: right;">Yes ___ No ___ NA ___</div>
6. Does your company have a collective bargaining agreement with workers? <div style="text-align: right;">Yes ___ No ___</div>	12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? <div style="text-align: right;">Yes ___ No ___</div>	13. Is there a person in your company who is responsible for equal employment opportunity? <div style="text-align: right;">Yes ___ No ___</div> If yes, give name and phone number.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? <div style="text-align: right;">Yes ___ No ___</div>	_____ _____

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?

Yes ___ No ___

PART IV - Bidder Employment Information

Date: _____

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

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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

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

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



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

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

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

11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
 12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
 13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
 14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
 15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) 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 to be provided, and the State and Federal governments..
 18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.
- C. Samples**
1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
 2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless

otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.

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

III. CONTRACT AWARD

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

6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.
- IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER**
- By submitting a response to the RFP, the proposer agrees that any contract negotiated between it (if the successful proposer), as contractor, and CSU may contain the following provisions, as deemed applicable by CSU:
- A. General Conditions**
1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
 2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
 3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
 4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
 5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
 6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
 7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
 8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
 9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
 10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
 11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
 12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
 13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
 14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
 15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
 16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
 17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and

- deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.
- B. Insurance**
1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
- (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
- (c) Professional Liability: \$1,000,000 limit of liability.
- (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.
- An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
- (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.
- C. Bonds**
- The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:
1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.
- A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.
- D. Delivery**
1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.
- E. Inspection and Tests**
1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.
- F. Advertising**
- Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.