

**Bid Specification – Request for Proposal 2020-MRC-0007**  
**Cleaning Services for Centennial Hall, Grasso Hall and Pinney Hall Summers 2020**  
**and 2021**

**Section 1. Administrative Overview**

1.1 Introduction

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

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

1.2 Authority

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

1.3 RFP Organization

This RFP is organized into the following sections:

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

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

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

Section 4, Evaluation Criteria: Describes how proposals will be evaluated by the University.

#### 1.4 Proposer Site Visits

All contractors planning to submit a proposal against this requirement are required to visit the site and become familiar with existing conditions. A **mandatory pre-bid meeting** is scheduled for January 3, 2020 at 10:00am beginning in the lobby of Pinney Hall located on the University's Westside Campus. For GPS purposes, please enter 43 Lake Ave Extension Danbury CT 06810 as the address for the Westside Campus. Attendance at this pre-bid meeting is a condition of submitting a proposal.

#### 1.5 Submission of Questions

Contractors may submit questions or requests for clarification in writing via e-mail to Mark Case, Director for Administrative Services, at e-mail address [casem@wcsu.edu](mailto:casem@wcsu.edu). The deadline for the submission of questions is January 17, 2020. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled by the Director of Administrative Services and will be posted to all interested parties through an addendum via State of Connecticut's Department of Administrative Services Contracting Portal ([www.das.state.ct.us](http://www.das.state.ct.us)) not later than January 24, 2020. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

#### 1.6 Submission of Proposals

Contractors shall submit a **clearly marked** original plus (1) copy of the proposal. Proposals shall be received by the University's Purchasing Department no later than 2:30PM on January 30, 2020. The Purchasing Office is located on the lower level of University Hall, 181 White St., Danbury, CT 06810. At that time, a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

Mark Case  
Director of Administrative Services  
Western Connecticut State University  
181 White St.  
Danbury, CT 06810

The outside cover of the package containing the proposal shall be marked: "RFP – Cleaning Services Westside Residence Halls Summers of 2020 and 2021" along with the bid number 2020-MRC-0007 to allow for proper identification.

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

### 1.7 Costs for Proposal Preparation

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

### 1.8 Disqualification of Proposals

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

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

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

### 1.9 Rights Reserved

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

### 1.10 Final Contract

The University intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract. Note that the awarded contractor can expect the same basic contract format to be followed as in the most recent contract. A copy of this contract is included as part of the request for proposal for reference purposes.

### 1.11 Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information

marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

#### 1.12 Contract Invalidation

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

#### 1.13 Term of the Contract

The University is accepting proposals for the Summer of 2020 cleaning, which shall be from on or about May 21, 2020 through August 14, 2020 along with Summer of 2021 cleaning, which shall be from on or about May 17, 2021 through August 9, 2021. The proposal for the Summer of 2021 may be incorporated at University's discretion as an option in any subsequent award, with any option to be exercised by the University not later than January 31, 2021. The University will reserve the sole right to exercise or not exercise the Summer 2021 cleaning option and reserves the right to rebid the Summer 2021 cleaning program.

#### 1.14 Fees

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

#### 1.15 RFP Terms and Conditions

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

## Section 2. Scope of Work

### 2.01 Scope

- A. General – The Contractor shall provide cleaning services as specified at Centennial Hall Grasso Hall and Pinney Hall located at the Westside campus located at Western Connecticut State University”) in Danbury CT. It is the intent of this contract to maintain the specified areas of the above buildings in a clean and sanitary condition in conformance with acceptable cleaning industry standards and with cleaning standards established by the University and/or the State of Connecticut.
- B. This is a term contract for supplemental cleaning services in order to meet peak operational labor demands. Note that the issuance of a contract does not denote a guarantee of work. The University reserves the right to provide or not to provide work at its discretion.
- C. Contract Period: The contract period for the described cleaning services shall begin on or about May 21, 2020, and shall end on August 7, 2020.
- D. Project Management: The awarded Contractor shall provide a Project Manager/Supervisor to oversee and coordinate all activities. The Project Manager/Supervisor shall have the ability of making all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other project related correspondence. The Project Manager/Supervisor shall attend project management meetings with University personnel, during which time project issues are discussed, scheduled, confirmed, and/or resolved.
- E. Contractor must employ sufficient staff to adequately support the cleaning services required to complete this project by August 7, 2020.
- F. For the purpose of this bid, the Contractor shall submit a detailed listing by room for all cleaning services performed weekly required under this contract. Note that all pricing submitted shall be of a firm fixed price nature per apartment type.
- G. Executive Order No. 14: Executive Order No. 14, promulgated by Governor Jodi Rell on April 17, 2006 applies to this request for proposal and will be incorporated into any subsequent contracts resulting from this request for proposal.

- H. Standard Wages: Awarded Contractor(s) must comply with all provisions of Connecticut State Statute 31-57f, Standard Wage Rates for Certain Service Workers and must pay wages in accordance with the current wage rates provided by the State of Connecticut's Department of Labor.
- I. Historical Pricing Data: The following historical pricing data is noted as follows. Please note that this data is based on rooms cleaned during the respective summer programs and is provided for informational purposes only. The number of rooms cleaned by phase during these summer periods cannot be considered to be representative of conditions existing for the Summer of 2020 or any subsequent year.
- a. Summer 2015 Cleaning Program: For the Summer of 2015, the University expended a total of \$134,310.00 through a contract with K&P Facilities for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$52,800.00 for Phase 1 (Initial Cleaning), \$27,900.00 for Phase 2 (Regular Cleaning), and \$53,610.00 for Phase 3 (Deep Cleaning).
  - b. Summer 2016 Cleaning Program: For the Summer of 2016, the University expended a total of \$118,505.00 through a contract with GoTo Commercial Cleaning Services for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$44,015.00 for Phase 1 (Initial Cleaning), \$25,380.00 for Phase 2 (Regular Cleaning), and \$49,110.00 for Phase 3 (Deep Cleaning).
  - c. Summer 2017 Cleaning Program: For the Summer of 2017, the University expended a total of \$104,240.00 through a contract with GoTo Commercial Cleaning Services for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$49,050.00 for Phase 1 (Initial Cleaning), \$16,315.00 for Phase 2 (Regular Cleaning), and \$38,875.00 for Phase 3 (Deep Cleaning).
  - d. Summer 2018 Cleaning Program: For the Summer of 2018, the University expended a total of \$99,260.00 through a contract with ANC Cleaning Services Corp. for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$39,050.00 for Phase 1 (Initial Cleaning), \$9,980.00 for Phase 2 (Regular Cleaning), and \$50,230.00 for Phase 3 (Deep Cleaning).

- e. Summer 2019 Cleaning Program: For the Summer of 2019, the University expended a total of \$26,305.00 through a contract with ANC Cleaning Services Corp. for the cleaning of its residence halls. Referencing section 2.02(A) General Building Information – Cleaning Program, this total amount was detailed as \$18,605.00 for Phase 1 (Initial Cleaning) and \$7,700.00 for Phase 2 (Regular Cleaning). There were no expenditures made for Deep Cleaning services.

## 2.02 General Building Information

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

- A. Cleaning Program: The cleaning program would entail performing Initial, Regular, and Deep Cleaning services on up to a maximum of 264 rooms in Centennial Hall, Grasso Hall, and Pinney Hall on the University's Westside Campus. The cleaning phases are required to support camps the University hosts during the summer intersession along with preparing the residence halls for the Fall 2020 semester. Note that the final amount of rooms to be cleaned will depend on occupancy, with the University advising a final amount by May 1, 2020. These cleaning phases are as follows:

- (i) Initial Cleaning: There will be an Initial Cleaning service of rooms after the University students vacate the premises at the conclusion of the Spring 2020 semester. The contractor will be required to provide initial cleaning services as specified in section 2.04 from Apartments need to be cleaned according to specifications so that the University can provide housing for incoming campers and staff. The dates of the Initial Cleaning shall be from on or about May 21, 2020 through June 5, 2020.

- (ii) Regular Cleaning: As one camp session ends the Contractor will be required to provide Regular Cleaning service of rooms so that the University can provide housing for the incoming new campers arriving each week. Camps generally are held for one week or two week sessions Monday through Friday. The dates of the Regular Cleaning shall be from on or about June 6, 2020 through July 31, 2020.

- (iii) Deep Cleaning: As camps conclude and apartments become available throughout July and the beginning of August, in preparation for the opening of the Fall 2020 semester and return of University students, the Contractor will be required to Deep Clean every apartment as specified in section 2.04 so that the University students can return to the residence halls

for the Fall 2020 semester. The dates of the Deep Cleaning of all apartments shall be from on or about August 1, 2020 through August 7, 2020.

B. Building Summaries

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

Pinney Hall: (92) apartments, as follows:  
(82) 3 bedroom, 2 bath, kitchen  
(10) 1 bedroom, 1 bath, kitchen

Centennial Hall: (102) apartments, as follows:  
(80) 2 bedroom suites, 1 bath  
(12) 1 bedroom suites, 1 bath  
(10) 1 bedroom suite, 1 bath, kitchen

Grasso Hall: (71) apartments, as follows:  
(65) 2 bedrooms, 1 bath, kitchen  
(6) 1 bedroom, 1 bath, kitchen

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

2.04 Cleaning Defined

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



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

7. All walls, baseboards & hard surfaces need to be wiped down.
8. Clean transparent materials, including mirrors and glass in doors and windows.
9. Remove grease, paint spots, dirt, dust, stains, labels, tape, fingerprints and other foreign matter from interior and exterior surfaces; vacuum and dust behind grilles, louvers and screens; wash floor surfaces not otherwise finished; clean metal doors and frames; clean metal work; clean equipment; clean hardware; clean and polish glass on both sides; clean and polish mirrors.
10. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Clean all light fixtures by removing lens or covers. Notify management to report burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures.
11. Inform University of parts that need replacement (i.e. bulbs, knobs, mirrors, glass, appliance components, or any other damages.)
12. Reset Furniture to provided floor plans where necessary.
13. Leave rooms clean and ready for occupancy. All initial cleaning shall be subject to acceptance by facilities management.

E. Regular Cleaning: The Contractor shall provide regular cleaning in support of turnover of apartments during summer occupancy. Cleaning shall conform to industrial cleaning standards and provide for a sanitary and safe working environment. Cleaning must be scheduled to take place during the listed time frame during the day or the evening before unless special arrangements are made with the facility manager to provide access after-hours for emergency work or special cleaning hours. For the Regular Cleaning, Contractor shall complete the following cleaning operations:

1. Clean student rooms of rubbish, waste material, litter, and other foreign substances. Pull trash from all waste receptacles and replace liners. Clean trash receptacles inside and out. Carry all bagged trash to the trash area inside the building.
2. Bathrooms: Clean and disinfect inside toilet bowl, under toilet seat, and around bases of toilet. Wet wipe, clean and disinfect all tiled and Formica surfaces including sinks, chrome, mirrors, stainless, and wood doors. Polish mirrors and glass, taking care not to scratch surfaces. Remove graffiti as required. Use appropriate cleaning products for bathroom surfaces. Clean

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

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

F. Deep Cleaning: The Contractor shall provide a Deep Cleaning of the rooms prior to the return of the University student population. Contractor shall conduct cleaning and waste-removal operations in compliance with local laws and ordinances and Federal and local environmental and antipollution regulations. Contractor shall be responsible for moving and resetting all furniture during the Deep Cleaning. Contractor shall not stack furniture while stripping, waxing, and cleaning the floors. For the Deep Cleaning, Contractor shall complete the following cleaning operations:

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

minimum of three coats of gloss finish wax. Clean and refill all toilet paper dispensers. Note that toilet tissue will be supplied by the University.

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

13. Leave rooms clean and ready for occupancy. All final cleaning shall be subject to acceptance by University Facilities Management.

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

#### 2.05 Cleaning Schedule and Program

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

#### 2.06 Materials, Equipment, and Storage

- A. Unless otherwise noted, the Contractor shall furnish, at its own expense, all cleaning supplies, equipment and materials, including, but not limited to vacuum cleaners, brooms, mops, pails, wringers, disinfectants, waxes, polish, soaps, trash can liners, recycling liners (color blue or clear), hooks and other expendables necessary to properly perform the required work and meet the requirements of the contract. All supplies and electrically operated equipment shall be properly grounded and all equipment shall be in safe working order.
- B. Materials Safety Data Sheets – The Contractor shall maintain an on-site file of Material Safety Data sheets for all products used as required by OSHA. Such on-site file shall be made available by the Contractor at all times to OSHA and the owner. This file must be made available upon award of the bid.

- C. The Contractor shall use slip resistant floor wax or floor finish having a static coefficient of friction of 0.5 or greater, as recommended by the Chemical Specialty Manufacturer's Association.
- D. The University shall provide the Contractor with room(s) for storage of Contractor's supplies and equipment. Contractor shall not store or utilize any electrical appliances in this room.

#### 2.07 Building Access and Security

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

#### 2.08 Employee Qualifications

- A. Security – The Contractor is responsible for conducting a comprehensive background investigation of all employees assigned to the University facilities. The statewide background check will detail at a minimum employment history, arrest information, and citizenship.
- B. Contractor shall employ only those individuals of good moral character and with a technical knowledge of their duties sufficient to properly carry out such duties. Contractor shall provide evidence of employee's training and instruction in proper cleaning procedures and safe and proper use of cleaning products. Contractor shall also provide additional training for employees who exhibit poor understanding or implementation of proper cleaning procedures.
- C. Contractor shall employ only those individuals who possess a command of the English language sufficient to permit dialogue with University personnel. The minimum language competency is essential to permit discussion of University concerns and requirements, to understand the proper use of cleaning chemicals, and to understand vital instructions in emergency and no emergency situations.
- D. All employees and agents of the Contractor shall be subjected to the jurisdiction of the University representative while performing services on University property. Each employee must comply with the "Standards of Conduct" applicable to all employees of Western Connecticut State University, as listed in Article 2.09.

#### 2.09 Employee Standards of Conduct

- A. The University has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety, and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited.
1. Use or possession of drugs or alcohol.
  2. Possession of firearms.
  3. Smoking in University building.
  4. Harassment (sexual, racial, or otherwise) or intimidation of any member of the University community.
  5. Violation of applicable traffic or public safety regulations or of University rules and procedures.
  6. Unauthorized use of University vehicles, equipment, or property.
  7. Use of University telephones for personal business.
  8. Removal or theft of University property.
  9. Unauthorized duplication or possession of University keys.
  10. Transfer of personal identification card or parking pass to unauthorized personnel.
  11. Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community.
  12. Interference with the work of other employees.
  13. Work attire other than the specified uniform.
  14. Loud, vulgar behavior or the use of profanity.
- B. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the University from time to time, as required, to protect the health, safety, and welfare of the University community.

## 2.10 Supervision

- A. Meeting with Contractor's Supervisor: The University's Facility Manager will meet with the Contractor's supervisor to review issues and to receive instructions relative to cleaning activities, as needed.
- B. Contractor's Daily Inspection Responsibilities: The Contractor shall inspect each apartment upon completion of cleaning.
- C. Checklist and Inspection Report Form: The University shall monitor Contractor's compliance with the terms of cleaning by way of random inspections to be performed by designated University personnel. Inspection results will be indicated on a form entitled "Checklist and Inspection Report Form" and will be classified as "Acceptable", "Needs Improvement", or "Unacceptable." The exact content of the form shall be developed by the

University and shall reflect the requirements of this contract. The University shall present the job completion checklist to the Contractor's supervisor. The Contractor's supervisor shall sign said job completion checklist. The signed checklist will constitute a record of the Contractor's compliance or noncompliance with the terms of the contract. In the event the Contractor fails to satisfactorily complete an "Unacceptable" item within three (3) calendar days can result in termination of the contract by the University. The University reserves the right to revise the checklist from time to time and to make necessary changes as required to ensure the timely and adequate cleaning of each building.

2.11 Contractor's Default/Termination of Contract

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

2.12 Contractor's Insurance

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

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

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

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



b. The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by automobile liability insurance in the following amounts: Total limit of three hundred thousand (\$300,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or aggregate limit of five hundred thousand (\$500,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury or destruction of property during the policy period.

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

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

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

2.13 Contractor's Qualifications

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

1. Have been in business as a corporation, partnership, or sole partnership continuously for at least the last five (5) years, engaged in the business of commercial cleaning.
2. Show or be able to demonstrate to the satisfaction of the University that they possess the ability and capacity to successfully perform the obligations of this contract through evidence of satisfactory performance with other clients within the previous three (3) years.
3. Submit an annual report or other meaningful financial data that will permit the University to analyze the Contractor's financial ability to meet the requirements of this project. The data shall include Contractor's annual dollar volume, number of accounts, and number of employees.
4. Submit to the University as a part of the bid proposal list of three (3) current business references, including address of the company, name and telephone number of a contact person, and a length of time that services were performed for each company.
5. Not have been cited for two or more violations of State Labor Regulation or of any willful or serious violations of any OSHA standards, orders, or regulations promulgated pursuant to such ACT, during the three-year period preceding the bid.
6. Not have received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.
7. Hold an active and current set-aside certificate at the time of bid opening from the State of Connecticut's Department of Administrative Services Business CONNections Unit. The active and current certificate shall be submitted with the proposal. Proposals submitted where the proposer's set-aside certificate is either expired or under review as a result of a submission of a request for renewal shall not be considered.

2.14 Subletting, Assigning, or Subcontracting the Contract

The contract, or any portion thereof, or the work provided therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned,

or otherwise disposed of to any person, partnership, corporation, or other business organization without the written consent of the University.

2.15 Interruption of Building Services

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

- 2.16 Building Damage: The Contractor shall make prompt restitution to the University in the form of cash replacement or repairs (subject to the University's approval) in settlement of any damage to University or tenant owned property caused by the Contractor's employees.

## **Section 3. Proposal Requirements**

### **3.1 Response Requirements**

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

#### 3.1.2 Specific Proposal Requirements:

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

- Proposed technical approach to the cleaning program
- Proposed Pricing as detailed on Appendix III pricing sheet for Summer of 2020 cleaning and Appendix IIIA pricing sheet for Summer of 2021 option.
- Commitment of personnel and labor hours to this program
- Assessment of on-site management personnel
- Contractor Qualifications
- Current Client List identifying a minimum of three (3) organizations participating in your program
- Commission on Human Rights and Opportunities Contract Compliance Regulations (Notification to Bidders)
- OPM Ethics Form 5 "Consulting Agreement Affidavit"
- Form C "Non-Discrimination Certification"
- Copy of the current and active set aside certificate from the State of Connecticut's Department of Administrative Services Business CONNections Unit.
- Completed Appendices I, II, III, and IIIA.

In addition, awarded Contractor shall provide upon award:

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

### **3.2 Performance Specifications**

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

- A. Describe how your firm proposes to meet the objectives and scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of the University's service needs and requirements.
- B. The bidder must currently own the specified business and must have owned and operated the business a minimum of three (3) years. Please provide ownership and length of operation information in bid response.
- C. Provide the name and address of operating company and the names of all the owners or principles of the company or corporation.
- D. The financial capacity of the bidder must be sufficient to support the specified service. Please provide a complete balance sheet or annual report as of the last fiscal year of operation.
- E. Reference checks from minimum of (3) clients of similar size and complexity currently under contract with your company shall be provided, and such references must indicate that high quality of services has been consistently performed. Please provide the length of time at each account, and the name, address and phone number of contact person for each.
- F. Provide other such information as the bidder deems pertinent for consideration by the University.
- G. Proposals are required to be complete and accurate. Omissions and inaccuracies may be sufficient cause for rejection of proposal.
- H. Supplementary information may be requested by the University to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.
- I. Provide your company's general qualifications and experience as they relate to the following:
  - Stated compliance with State of Connecticut contracting statutes and regulations.
  - History of contracts (if any) entered into with the State of Connecticut over a three (3) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
  - History of any violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

### 3.3 Subcontracting

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

## **Section 4. Bid Evaluation Criteria**

### 4.1 Evaluation

The award of an Agreement will be based upon a comprehensive review and analysis of all proposals and negotiation of the proposal which best meets the needs of the University. The evaluation criteria shall include:

- Proposed technical approach to cleaning program, including numbers of hours and personnel committed to the program
- Strength and qualifications of on-site management
- Proposed pricing
- Experience in large scale cleaning and janitorial programs involving multiple buildings and varied requirements
- Ability to meet specifications outlined in this request for proposal
- Compliance with State of Connecticut Terms and Conditions as identified in Appendix IV “Terms and Conditions”.
- History of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years
- Reference checks

**Appendix I References**

Proposals should include three institutions, of similar or the same size, where your organization provides services similar to the size and scope of the operation at the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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



**Appendix II Proposal Certification**

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

**Request for Proposal Number:** 2020-MRC-0007

**Description:** “Cleaning – Summer Periods 2020/2021”

I certify that:

- This proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer’s proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.
- The contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.
- The proposal has been developed independently, without consultation or communication with any employee or consultant of the University who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.
- This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(Phone no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(e-mail address)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

**Appendix III “Pricing Sheet”**  
**Summer 2020**

Section 1: Cleaning Rates

Phase 1: Initial Cleaning

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

Phase 2: Regular Cleaning

Apartment Quantity and Type

Unit Price per Apartment

A. Pinney Hall

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

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

B. Centennial Hall

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

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

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

C. Grasso Hall

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

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

Phase 3: Deep Cleaning

Apartment Quantity and Type

Unit Price per Apartment

A. Pinney Hall

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

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

B. Centennial Hall

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

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

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

C. Grasso Hall

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

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

Section 2: Emergency Hourly Cleaning Rate

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

**Appendix IIIA “Pricing Sheet”**  
**Summer 2021 (Option Year)**

Section 1: Cleaning Rates

Phase 1: Initial Cleaning

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

Phase 2: Regular Cleaning

Apartment Quantity and Type

Unit Price per Apartment

A. Pinney Hall

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

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

B. Centennial Hall

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

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

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

C. Grasso Hall

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

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

Phase 3: Deep Cleaning

Apartment Quantity and Type

Unit Price per Apartment

A. Pinney Hall

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

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

B. Centennial Hall

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

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

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

C. Grasso Hall

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

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

Section 2: Emergency Hourly Cleaning Rate

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

**Appendix IV**  
**Terms and Conditions**

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

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

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

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



Non-Discrimination:

Non-Discrimination:

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

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

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or

quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action-equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and C.G.S. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to C.G.S. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and C.G.S. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

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

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

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

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided,

if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Executive Orders: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

Termination:

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
  - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in

the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all the University's records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University

in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.

- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

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

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

**Excused Performance:** No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement (other than payment obligations) to the extent that they are unable to perform directly or indirectly due to any cause or circumstance beyond the reasonable control of such party, including without limitation an act of war, war, terrorism, strike or other labor dispute, an act of God, fire, flood, storms, earthquake, or similar event ("Force Majeure"). The party affected by an event of Force Majeure shall promptly notify the other party in writing, and shall be

given additional time to perform in a period equal to the delay caused directly by such event. The party so affected shall act diligently in attempting to remedy the cause by taking reasonable steps to resume performance with the least possible delay.

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

#### Contractor's Standards of Conduct

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

Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards noted herein, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.



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



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

This notice is provided under the authority of Connecticut General Statutes §9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (*italicized words are defined on the reverse side of this page*).

### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

### DUTY TO INFORM

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

### PENALTIES FOR VIOLATIONS

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

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

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

### CONTRACT CONSEQUENCES

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

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

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

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



## DEFINITIONS

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

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

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

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

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

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

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

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

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

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

