

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

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

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

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

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless

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

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

D. Bonding Requirements / Guaranty or Surety

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

III. CONTRACT AWARD

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

6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

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

deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.

18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

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

6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

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

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

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

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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REQUEST FOR PROPOSAL/REQUEST FOR QUOTATION
FURNISH, INSTALLATION AND MAINTENANCE OF AUTOMATIC DOOR SYSTEMS
FOR SOUTHERN CONNECTICUT STATE UNIVERSITY
RFP/RFQ 090-A-SCSU-006

Southern Connecticut State University
Purchasing Dept.
501 Crescent St.
New Haven, CT 06515

Name: Michael Imme
Title: Associate Fiscal Adm. Officer
Telephone: (203)392-6705
Fax: (203)392-6712
Date: July 30, 2009

Vendor:

City, State, Zip:

Signed:

Name:

Title:

Telephone:

Date:

Fein:

REQUEST FOR PROPOSAL

Summary

Issue Date: July 30, 2009

Title: Furnish, Installation and Maintenance of Automatic Doors Systems for Southern Connecticut State University

Issuing Agency: Southern Connecticut State University

Period of Contract: One year from Date of Award with option to renew for four (4) additional one (1) year periods.

Questions due: August 5, 2009 by 12:00 noon

Proposal submission deadline: August 12, 2009 by 2:00 p.m.

Sealed proposals are to be delivered to:

Michael Imme, Associate Fiscal Adm. Officer
Purchasing Department
Southern Connecticut State University
Wintergreen Building
501 Crescent St.
New Haven, CT 06515-1355

BID CHECKLIST SECTION

THE FOLLOWING FORMS MUST BE RETURNED WITH YOUR BID:

1. Form SCSU-1 Contract Proposal
2. CHRO Contract Compliance Regulations Notification to Bidders
3. OPM Ethics Form 5 - Consulting Agreement Affidavit
4. Nondiscrimination Certification-Representative By Entity Form B
5. Certificate of Insurance
6. Form SCSU-6 References
7. Current resumé of supervisor designated for this project.

UPON AWARD OF THE CONTRACT, THE FOLLOWING MUST BE PROVIDED TO THE SCSU PURCHASING DEPARTMENT:

1. OPM Ethics Form 1 - Gift and Campaign Contribution Certification
2. The names of contractor's employees that will be working at Southern CT State University under the resulting contract award.

NOTE: For the purpose of this bid, the planning date for completing the affidavits included in this bid package is December 31, 2008

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Forms and Affidavits Section

1. Bid Proposal Pages
2. Form SCSU -6 References
3. CHRO Contract Compliance Regulations / Notification to Bidders Forms
4. Connecticut State University Standard Terms and Conditions
5. OPM Ethics Form 1 – Gift and Campaign Contribution Certification
6. OPM Ethics Form 5 – Consulting Agreement Affidavit
7. State Elections Enforcement Commission - SEEC Form 11

GENERAL SECTION**I. SCOPE:**

Southern Connecticut State University ("SCSU" or the "University") is soliciting bids for an experienced and qualified professional contractor to furnish, install and maintain automatic door openers to meet a wide variety of campus needs. There are approximately 65 door openers on campus at the present time. All services must be performed to the complete satisfaction of the University Representative, who will oversee each project and provide direction and coordination to insure that the work is completed.

II BACKGROUND:

Southern Connecticut State University, a 168 acre campus located in Westville section of New Haven, is part of the Connecticut State University System. The CSU System consists of four comprehensive universities and a System Office. The universities are located in urban areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury. The System Office is located on Woodland Street in Hartford. CSU is governed by an 18 member Board of Trustees.

Southern Connecticut State University serves roughly 12,000 students (report lists 11,900 students). Almost 95% of SCSU's students are residents of the State of Connecticut. Approximately 7,000 of SCSU students are full-time undergraduates. The part-time undergraduate population is approximately 1,500. Approximately 2,600 of the full-time undergraduate students reside in campus housing. In addition, SCSU serves almost 1,000 full-time graduate students, and over 2,500 part-time graduate students, making it the largest graduate school in the CSU system. Furthermore SCSU's alumni population is approximately 67,000.

Southern Connecticut State University also has more than 400 full-time teaching faculty, approximately 236 part-time (fte) faculty, and approximately 260 executive managerial, professional, technical and paraprofessional members. Southern's support staff members, including clerical, skilled craft and service maintenance works total approximately 300. For more information concerning statistics of SCSU's population, please refer to: <http://www.southernct.edu/departments/research/>.

III. AGENCY REPRESENTATIVE:

The awarded contractor shall perform all listed services under the direct supervision of the University's Agency Representative. The Agency Representative is

Mr. Stanley Seliga
Maintenance Supervisor II/Facilities
Office (203) 392-6069
Fax (203) 392-6058

IV. CONTRACT TERMS:

The contract period for the described services shall be for one (1) year from Date of Award, with the option to renew for four (4) additional one year periods at the sole discretion of the University, prior to expiration.

V. BASIS OF AWARD:

The resulting award shall be determined by evaluating the lowest overall hourly service rate. In addition, the discount provided off manufacturer's list price will be considered for award purposes.

VI. PRICING:

Bid prices shall remain firm for the first term of the contract period. After the first year of the contract period, the awarded vendor may file for a price adjustment consistent with and relative to prices changes originating with the manufacturer and /or the market trends on the annual basis **on the anniversary date of the contract award.** The new prices must be sent with the request for adjustment. Requests for such an adjustment must be fully and properly documented and, if approved, shall be firm for until the next anniversary date of the contract. SCSU reserves the right to reject any requested price adjustments if the best interests of SCSU will be served.

To request a price adjustment, the vendor must submit a formal request to Jane Mailhot, Purchasing Manager, Purchasing Department, 501 Crescent Street, New Haven, Ct. 06515, **within thirty (30) days of the annual anniversary date of the contract.** If approved, price adjustments shall become effective ten (10) days after the approval. Retroactive adjustments shall not be allowed. **Any purchase orders issued by SCSU prior to the effective date will be honored by the Vendor at the price in effect at the time of the issuance of the purchase order.**

VII. STANDARD WAGE RATES:

Standard Wage Rates, as indicted by the State of Connecticut Labor Department, will apply if this contract exceeds \$ 50,000.00 per year. Contractors must comply with all provisions of Substitute Senate Bill No. 105, Public Act No. 99-42, An Act Setting Wage Rates for Certain Service Workers. Questions concerning the provisions and implementation of this act should be referred to Gary Pechie, Director, Connecticut Department of Labor Wage, and Workplace Standard Division, 200 Folly Brook Blvd, Wethersfield, Ct. 06109-1114, (860) 263-6790 or his designated representative.

It will be the awarded contractor's responsibility to monitor wage rates issued by the Connecticut Department of Labor and insure that non-supervisory employee's are paid the most current wage and benefit rate. **All weekly certified payrolls are to be submitted to the Agency Representative if wage rates apply.**

Bidders are advised to click on the link below to obtain the necessary documents to include in the bid packet if total costs exceeds \$ 50,000.00 per year.

<http://www.ctdol.state.ct.us/wgwkstnd/standardwage.htm>

VIII. EQUIPMENT AND SUPPLIES:

The University has approximately sixty-five (65) door openings on campus. Bidders shall have the ability to provide new units and replacement parts for the majority of brands currently on campus as listed below but not limited to:

- Von Duprin
- Sargent
- Reese
- National Guard
- McKinney
- LCN
- Jackson
- Horton
- Doromatic
- Corbin-Russwin

- Yale
- Stanley
- Rixon-Firemard
- Pemko
- Nabco (Gyro-Tech)
- Markar
- Kawneer Door
- Ives
- Glynn-Johnson
- Dorma
- Bommer

IX. ASSIGNMENT:

The awarded contractor to this bid must agree that the resulting agreement shall be neither transferable nor assignable. Direct employees of the awarded contractor shall perform all work. To assure accountability, no sub-contractors shall be allowed to perform any work related to the contract award.

X. BID PROPOSAL REQUIREMENTS:

- A.** Contractor's proposal in response to this RFQ/RFP must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid proposal.
- B.** Contractors interested in submitting their proposals must submit their responses to this bid by **August 12, 2009 by 2:00 p.m.** to Michael Imme, Associate Fiscal Administrative Officer, Southern Connecticut State University, Purchasing Department, Wintergreen Building, 501 Crescent Street, New Haven, CT 06515.
- C.** Questions regarding this bid must be received via e-mail to both: mailhiojt1@southernct.edu and seligas1@southernct.edu not later than **12:00 noon on August 5, 2009.**
- D.** It is the vendor's responsibility to check the SCSU or DAS web site for any addendums to this bid prior to the bid due date. This information can be viewed by accessing www.southernct.edu/purchasing/bids or www.das.state.ct.us/purchase/portal_bids_open_cnt.asp.
- E.** On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Ban and Gifts to State and Quasi-Public Agencies. All bidders are required to comply with the below SEEC requirements, and the requirements contained within SEEC form 11 located in this RFP.
"With regard to a state contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission or response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice."

XI. SERVICE REQUIREMENTS:

- A.** Awarded contractor will assume responsibility for the protection and safekeeping of their property stored on the site.
- B.** Awarded contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for

the proper recycling of same when required.

- C. Awarded contractor shall furnish, install and repair both rated and unrated doors/frames.
- D. Awarded contractor shall furnish, install and repair automatic door and their accessories.
- E. Awarded contractor shall furnish, install and repair panic hardware, door closers, hinges, and etc.
- F. Awarded contractor shall furnish, install and repair/replace a variety of door accessories such as thresholds, astragals, weather brushes, pulls and kick plates.
- G. Awarded contractor will be responsible for the maintenance of entryways to which includes inspection, lubrication and adjustment of single door and double door entryways.
- H. Awarded contractor will be responsible for all repairs as requested by the University Representative.
- I. Labor charges will be based on hours worked on campus and or hours worked at awarded contractor's facility. All work will be supported by recorded times, either on campus or at the awarded contractor's facility. When it has been determined that the work will be done at SCSU, the awarded contractor will sign in at the Facilities and Planning Operations, 615 Fitch Street, Hamden, CT or at the SCSU Police Headquarters, whichever is designated. When the work is completed, the awarded contractor will sign out at the same location. The only labor charges acceptable will be for the hours recorded. The University will not be charged for travel time or other costs such as "fuel surcharges".

XII. WARRANTY:

The awarded contractor shall warrant that all goods and services supplied will be of good workmanship and of proper materials, free from defects and in accordance with requirements. If any items are deemed to be defective, items will be replaced by awarded contractor at no additional cost to SCSU.

XIII. WORKING HOURS:

All work shall be performed during normal working hours, except as otherwise directed or approved by the University Representative. Normal working hours are defined to be between the hours of 7:00 a.m. through 3:00 p.m. (Monday – Friday). Hourly overtime rates are considered to be for work performed after 3:00 P.M., including weekends and holidays.

Any work performed under the overtime category must receive prior authorization by the SCSU representative.

XIV. IDENTIFICATION:

- A. The awarded contractor shall make arrangements with the University Facilities Planning and Operations Office, 615 Fitch Street (392-6051), Hamden, CT 06514 for the issuance of identification badges for their employees prior to commencing work. The identification badges must be worn at all times while on campus.
- B. The awarded contractor will be issued a contractor's card which shall be used to record work hours on campus. The awarded contractor shall be required to swipe the contractor's card in a card reader when they begin work and shall also be required to swipe the contractor's card

upon completion of all work for any particular work period. The card reader is located at SCSU' s University Police Department.

XV. SUPERVISION:

- A. The awarded contractor shall provide an on-site supervisor to oversee the activities and the performance of all obligations under this contract.
- B. The supervisor must be on the job site while their staff is working to ascertain that all personnel are performing in accordance with the specifications of this contract. The working supervisor shall also certify in writing that each area is cleaned and maintained in accordance with the provisions of this contract.
- C. The awarded contractor shall supply a competent and thoroughly trained supervisor to check, inspect, and maintain records of all work performed. The supervisor shall possess and demonstrate a thorough knowledge and understanding of the designated work assignments of the tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of SCSU.

XVI. STANDARDS OF CONDUCT:

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

SCSU may, at its discretion, recommend discharge of any employee of the awarded contractor found to be in violation of these standards.

XVII. CELL PHONE COMMUNICATION:

The awarded contractor shall have the on-site supervisor present during all projects on campus. The on-site supervisor and each assigned crew chief shall carry a cell phone and is required to call into the main office (203) 392-6051) with time checks upon completion of project. All time checks will be logged by the SCSU representative.

XVIII. INSURANCE REQUIREMENTS:

Before commencing performance, the awarded contractor shall obtain and maintain at its own cost and expense for the duration of the contract, the following insurance:

- Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage coverage, if a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
- Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury.
- Workers Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease, policy limit, \$100,000 each employee.

Additional Insured Provision

The awarded contractor shall add the State of Connecticut, the Board of Trustees for the Connecticut State University and Southern Connecticut State University, its officers, agents and employees as additional insured under the commercial general liability policies for purposes of the contract. This document must be submitted to the SCSU Purchasing Department prior to beginning work at the University.

In the event the awarded contractor fails to maintain and keep in force the required insurance, SCSU shall have the right to terminate the contract forthwith and without notice.

The awarded contractor must agree to indemnify and save harmless Southern Connecticut State University, the Board of Trustees for the Connecticut State University, its agents and the State of Connecticut from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the awarded contractor's performance of the contract.

XIX. MATERIALS:

Materials used in the performance of this bid are to be at the manufacturer's list price less discount extended in this contract. The awarded contractor will provide to SCSU valid manufacturer's receipts for all materials purchased attached to the vendor's invoice. SCSU reserves the right to audit and inspect any record of receipts from the awarded contractor's manufacturer.

XX. AUDIT AND INSPECTION OF RECORDS:

The awarded contractor shall make all of its records related to this awarded contract available at all reasonable hours for audit and inspection by SCSU. Requests for any audit or inspection shall be in writing, at least ten (10) days prior to the requested date. All audits and inspections shall be at SCSU's expense. SCSU may request an audit or inspection at any time during the contract term and for three (3) years from termination, cancellation or expiration of the contract. The awarded contractor shall cooperate with the University in connection with an audit or inspection.

XXI. SITE CONDITIONS:

All work must be performed in a safe manner. The awarded contractor shall at its sole expense immediately correct any dangerous conditions caused by or as a result of the awarded contractor's work.

The awarded contractor shall be held solely responsible for any damages to existing structures, systems, equipment and/or site caused by the awarded contractor's negligence and shall repair or replace same to its original conditions at no additional cost to SCSU.

If any shutdown of services is required, the awarded contractor must contact the SCSU representative prior to shutdown.

The awarded contractor shall at its sole expense, replace and repair or otherwise remedy any damage made to the existing grounds or building by in the performance of their work.

Parking spaces shall be arranged with the SCSU representative. All parking costs are the responsibility of the contractor.

XXII. PURCHASE ORDERS:

No work shall be performed until a Purchase Order has been issued by SCSU.

XXIII. BILLING & PAYMENTS:

Payment shall be made after services have been successfully performed with the approval of the Agency Representative or appointed designee(s). Invoices shall be on company stationary and shall be type faced. Hand written invoices shall be deemed unacceptable by the University and shall not be processed for payment. Each invoice shall note the applicable Purchase Order Number for proper payment processing.

Invoices shall be sent to:

Facilities Planning & Facilities Operations
615 Fitch Street
Hamden, CT 06514
Att: Judy Sizensky Searles

XXIV. REFERENCES:

The awarded contractor shall include a minimum of three (3) references where they have provided similar contracts of this size and scope. References shall be included in bidder's response to this RFQ/RFP.

XXV. CANCELLATION:

SCSU reserves the right to cancel this bid and the resulting contract award without penalty for any reason.

Exhibit A
Pricing Document

Service will be offered at a fixed hourly rate for maintenance and all other requirements. Rates will be provided for "on-site, time worked". The University will not be charged for travel time or other costs such as "fuel surcharges"

Bidders to provide service rates for the following:

1. Maintenance (regular time)

- Inspect, lube and adjust single door \$_____ hr.
- Inspect, lube and adjust double door \$_____ hr.

2. On site Installation and repairs

- Regular time \$_____ hr.
- After hours/weekends \$_____ hr

3. Shop Rate for Equipment Repairs \$_____ hr

Equipment and Supplies will be offered at a fixed percentage off manufacturer's list price. Catalogs and price sheets must be provided upon request from University Representative for audit purposes. All discounts will include freight FOB destination. The University will not be charged handling or other costs such as **“fuel surcharges”**

<u>Manufacturer</u>	<u>Discount Off List</u>
• Von Duprin	_____ %
• Sargent	_____ %
• Reese	_____ %
• National Guard	_____ %
• McKinney	_____ %
• LCN	_____ %
• Jackson	_____ %
• Horton	_____ %
• Doromatic	_____ %
• Corbin-Russwin	_____ %
• Yale	_____ %
• Stanley	_____ %
• Rixon-Firemard	_____ %
• Pemko	_____ %
• Nabco (Gyro-Tech)	_____ %
• Markar	_____ %
• Kawneer Door	_____ %
• Ives	_____ %
• Glynn-Johnson	_____ %
• Dorma	_____ %
• Bommer	_____ %

Project: Maintain Automatic Door Systems At Southern Connecticut State University

**Standard Wage Rates Determination
for Certain Service**

S 12495

**Connecticut Department of Labor
Wage and Workplace Standards Division**

By virtue of the authority vested in the Labor Commissioner under provisions of Connecticut General Statutes, Section 31-57f the following have been determined to be the minimum rates for each classification adopted from the federal Register of Wage Determinations under the Service Contract Act, Title 29, Part 4 plus a thirty percent surcharge to cover the cost of any health; welfare, and retirement plans. If no such plan is in effect between employees and the employer, an amount equal to thirty percent of the hourly wage shall be paid directly to the employees.

Project

Town New Haven

Project: Maintain Automatic Door Systems At Southern Connecticut State University

OCCUPATIONAL	Minimum Hourly Rate	Benefit Surcharge
Assembler	\$9.56	2.87
Baker	\$15.23	4.57
Bartender	\$10.01	3.01
Boiler Tender	\$28.06	8.42
Busperson	\$8.00	2.40
Carpenter, Maintenance	\$29.07	8.72
Cashier	\$10.53	3.16
Cleaner, Heavy** Hired after July 1, 2009	\$12.80	4.11 + a
Cleaner, Light** Hired after July 1, 2009	\$12.50	4.11 + a

As of: 7/30/2009

Project: Maintain Automatic Door Systems At Southern Connecticut State University

Cleaner, Vehicles	\$10.95	3.28
Cook I	\$13.62	4.09
Cook II	\$14.73	4.42
Counter Attendant	\$9.56	2.87
Dishwasher	\$9.74	2.92
Dry Cleaner	\$11.72	3.52
Electrician, Maintenance	\$36.84	11.05
Elevator Operator	\$10.93	3.28
Fast Food Shift Leader	\$8.57	2.57
Fast Food Worker	\$8.00	2.40
Food Service Worker	\$12.33	3.69
Furniture Handler ~ Hired prior to July 1, 2009	\$16.46	4.11 + a
Furniture Handler**Hired after July 1, 2009	\$12.90	4.11 + a
Gardner	\$16.91	5.07
General Maintenance Worker	\$23.64	7.09
Hostess	\$9.62	2.89

As of: 7/30/2009

Project: Maintain Automatic Door Systems At Southern Connecticut State University

Housekeeping Aide	\$13.68	4.11
HVAC	\$22.99	6.90
Janitor* ~ Hired prior to July 1, 2009	\$15.30	4.11 + a
Janitor** Hired after July 1, 2009		N/A
Laborer**Hired after July 1, 2009		N/A
Laborer*Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance* Hired prior to July 1, 2009		N/A
Laborer, Grounds Maintenance** Hired after July 1, 2009		N/A
Locksmith	\$22.64	6.79
Maid or Houseman	\$13.68	4.10
Meat Cutter	\$19.00	5.70
Painter, Maintenance	\$25.03	7.51
Parking Lot Attendant	\$9.62	2.89
Pest Controller	\$16.68	5.01
Pipefitter, Maintenance	\$29.16	8.75
Plumber, Maintenance	\$29.85	8.96

As of: 7/30/2009

Project: Maintain Automatic Door Systems At Southern Connecticut State University

Presser, Hand	\$9.56	2.87
Presser, Machine, Drycleaning	\$9.56	2.87
Presser, Machine, Shirts	\$9.56	2.87
Presser, Machine, Wearing Apparel, Laundry	\$9.56	2.87
Refuse Collector	\$15.18	4.55
Sheet Metal Worker, Maintenance	\$24.10	7.23
Stationary Engineer	\$28.06	8.42
Tractor Operator	\$15.22	4.57
Truck Driver and Snowplow Driver, Heavy Truck - Straight truck, over 4 tons, usually 10 wheels	\$23.19	6.96
Truck Driver and Snowplow Driver, Light Truck - Straight truck, under 1 1/2 tons, usually 4 wheels	\$16.05	4.82
Truck Driver and Snowplow Driver, Medium Truck - Straight truck, 1 1/2 to 4 tons inclusive, usually 6 wheels	\$18.76	5.62
Vending Machine Attendant	\$15.04	4.51
Ventilation Equipment Tender	\$22.86	6.86
Waiter/Waitress	\$9.86	2.96
Washer, Machine	\$10.10	3.03
Window Cleaner ~ Hired prior to July 1, 2009	\$16.15	4.11 + a

As of: 7/30/2009

Project: Maintain Automatic Door Systems At Southern Connecticut State University

Window Cleaner** Hired after July 1, 2009 \$16.83 4.11 + a

* Pursuant to Public Act 09-183 any grounds maintenance laborer or laborer hired prior to July 1, 2009 shall be classified as a janitor.

** Pursuant to Public Act 09-183, any grounds maintenance laborer, laborer or janitor hired after July 1, 2009 shall be classified as a light cleaner, heavy cleaner, furniture handler or window cleaner as appropriate.

~FOOTNOTES~

Health and Welfare to be \$4.11 per hour on July 1, 2009 and increases to \$4.32 per hour on January 1, 2010.

a. Vacation, holiday, and personal days to be determined by seniority based on the collective bargaining agreement covering the largest member of hourly nonsupervisor employees employed within Hartford County (estimated to be an average of \$1.08 per hour and \$1.10 per hour on January 1, 2010).

Please direct any questions which you may have pertaining to this matter to the Wage and Workplace Standards Division, telephone (860)263-6790.

As of: 7/30/2009

REFERENCES

List the company name, addresses, contact person and telephone numbers of a minimum of three locations where you are currently doing business on a regular basis.

<u>Company Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
1 _____	_____ _____	_____	(____)_____
2 _____	_____ _____	_____	(____)_____
3. _____	_____ _____	_____	(____)_____
4. _____	_____ _____	_____	(____)_____
5. _____	_____ _____	_____	(____)_____

This form must be included with your bid.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public



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

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory Date

Printed Name

SEEC FORM 11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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--\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”

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 or a loan to an individual for other than commercial purposes.

"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 fund-raising 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 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.