



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

**REQUEST FOR PROPOSAL NO. 2017-05
HVAC SYSTEM MAINTENANCE SERVICES FOR CCSU**

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as "CCSU" or "the University") seeking proposals from experienced and qualified vendors to furnish all labor, equipment and materials required to provide repair and maintenance service for HVAC systems on the CCSU campus in accordance with the specifications herein.

1.2 AUTHORITY

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

1.3 RFP ORGANIZATION This RFP is organized into the following sections:

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

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

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

Section 4 Evaluation Criteria -- Describes how proposals will be evaluated by CCSU.

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|---------------|--|
| Appendix I | References Form |
| Appendix II | Instruction to Proposers |
| Appendix III | Proposal Certification |
| Appendix IV | Required Forms – <ul style="list-style-type: none">• CHRO Bidder Contract Compliance Monitoring Report• Nondiscrimination Certification• Ethics Form 1 Gift and Campaign Contribution• Ethics Form 5 Consulting Agreement• Ethics Form 6 Affirmation of Ethics Laws• Ethics Form 7 Iran Certification Form• SEEC Form 11 |
| Appendix V | Standard CSU Bid Terms and Conditions |
| Appendix VI | Employee Standards of Conduct |
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| Attachment A | Sample Contract Draft |

1.4a MANDATORY PREBID MEETING

A mandatory pre-proposal conference and site visit will be held on Thursday April 21 at 10:00 AM at CCSU East Hall. Late arrivals (over 10 minutes) will not be allowed to participate in the bid process.

1.4b SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m. on April 27. Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. See section 1.7

1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original and one complete copy of their proposal electronically on CD or USB flash drive. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m., on May 5, 2016 at which time a representative of the Purchasing Department will announce publicly the names of those companies submitting proposals. No other public disclosure will be made until after the execution of the contract. Proposals shall be mailed or delivered to:

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

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

RFP 2017-05, HVAC System Maintenance Services, submitted by (Name of Contractor)

Any RFP proposal received after the date and time stated above will not be considered and will be returned to the vendor unopened. **Faxed or Emailed proposals will not be accepted at any time!!**

1.6 DISQUALIFICATION OF PROPOSALS

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

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

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

1.7 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be posted on the State of Connecticut Contracting Portal at <http://das.ct.gov/cr1.aspx?page=12> and on the CCSU current solicitations page at <http://www.CCSU.edu/purchasing/currentBids.html>

It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP

This process is intended to ensure that all vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the CCSU Purchasing Department.

1.8 RIGHTS RESERVED

Contractors are advised that CCSU reserves the right not to make award of this contract.

1.9 FINAL CONTRACT

All provisions of this Request for Proposal and the successful proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). This Request for Proposal and the successful proposal will constitute the fundamental outline of the awarded contract.

1.10 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

The University treats each Proposal as confidential until after the Contract is executed. At that time they become subject to disclosure under the Freedom of Information Act (FOIA). If a respondent wishes to supply any information, which it believes is exempt from disclosure under the FOIA the 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

1.11 CONTRACT

CCSU shall enter into a Contract with the awarded contractor for the services described herein. Purchase Orders issued by CCSU's Purchasing Office shall be issued for annual service needs or on an as-needed basis once a contract has been executed. No work is to be done prior to receiving a valid, signed Purchase Order.

All provisions of this Request for Proposal and the successful proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). This Request for Proposal and the successful proposal will constitute the fundamental outline of the awarded contract.

A sample draft of the anticipated award contract is included here as Attachment A, Contract Draft. This draft is provided for information ONLY. Final award contract will be subject to the terms of this RFP, the awarded company's proposal and subsequent negotiations.

1.12 TERM OF CONTRACT

The contract period for the described services will be for a three (3) year period, starting upon execution date of the resulting contract, on or about July 1, 2016. CCSU reserves the right to renew this contract, with the consent of the Contractor, for one additional two year period.

1.13 CONTRACT EXCLUSIVITY

Any contract resulting from this RFP will not be an exclusive contract. The University will reserve the right to procure similar or related services in any manner deemed by the University to be in its own best interest.

1.14 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated agreements 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 contracts. 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 resulting contract.

1.15 ADVERTISING

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of CCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Central Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

1.16 IMMUNITY FROM LIABILITY

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from vendor's activities involving third parties and arising from any contract resulting from this Request for Proposal.

1.17 PREVAILING LAW

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut.

1.18 CONTRACT TERMINATION FOR CAUSE

The University may terminate any resulting contract for cause The University may terminate any resulting contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

1.18.1 The Vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

1.18.2 If the Vendor and the University reach an agreed upon solution, Vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

1.18.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Vendor, the University reserves the right to terminate the agreement.

1.18.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract. Or if the noncompliance recurs the university reserves the right to terminate the contract.

1.19 TERMINATION FOR CONVENIENCE

The University may terminate performance or work under the contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

The resultant contract shall remain in full force and effect for the entire term of the contract period unless cancelled by the University, by providing the Vendor thirty (30) days written notice of such intention. If the University elects to terminate the contract pursuant to this provision, the Contract Administrator and/or designee shall notify the vendor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice

1.20 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

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

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

1.21 EXECUTIVE ORDERS

The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. 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, in accordance with their respective terms and conditions.

1.22 NONDISCRIMINATION STATEMENT

Central Connecticut State University is an affirmative action equal opportunity institution. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law.

1.23 WHISTLE BLOWER PROTECTION

The Auditors of Public Accounts have been authorized to receive information concerning matters involving corruption, unethical practices, violation of State laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any State department or agency.

The Auditors can be reached by calling (800) 797-1702 or by email at patricia.wilson@ct.gov or in writing:

Auditors of Public Accounts Attention: Patricia Wilson,
Attention Patricia Wilson, Administrative Auditor
18 Trinity Street
Hartford, CT 06106-1628

Any awarded Contract as a result of this RFP may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

Section 2. Scope of Work

2.1 OBJECTIVES

The intent of this RFP is to contract with one qualified contractor to provide HVAC system services to CCSU.

The contractor shall provide all labor, materials and equipment necessary to maintain, repair, adjust and calibrate all miscellaneous air-conditioning, refrigeration, heating and ventilation systems, domestic hot water control systems, and related HVAC equipment on campus including SNE, Liebert Deluxe, Johnson, Mitsubishi Citi, Daiken VRV and any other system the University may install during this contract period (hereinafter, "the Systems"). Include regularly scheduled services as well as "as needed" services as required.

Note that this RFP and subsequent purchase order(s) shall provide for services to complete separate, individual jobs and projects throughout campus on an "as-needed" basis. CCSU reserves the right to issue separate Requests for Quotation for jobs or projects with estimated costs in excess of \$50,000.00 if it is deemed to be in the best interest of CCSU.

2.2 DETAILED SPECIFICATIONS

General Description:

The contractor shall provide all labor, materials and equipment necessary to maintain, repair, adjust and calibrate all miscellaneous air-conditioning, refrigeration, heating and ventilation systems, domestic hot water control systems, and related HVAC equipment on campus. This includes any required software needed for use with the Systems.

Permits and Licenses:

Contractor shall comply with all applicable federal, state and municipal laws, ordinances, building, and construction codes. Contractor and its employees shall acquire and possess all required permits and licenses. Contractor shall be responsible for the payment of all fees associated with these permits, licenses and inspections. Contractor shall provide a list of licensed employees who will be working under the subsequent contract. List of licensed employees shall be submitted to CCSU prior to any work being performed under the subsequent contract.

CCSU reserves the right to request copies of these permits and licenses during the review of RFP responses and at any time during the subsequent contract term. Failure to produce said permits and licenses within two business days shall be cause for either non-award or cancellation of the contract.

Scheduling and Coordination with Other Projects:

CCSU may restrict the Contractor's work hours to avoid interference with normal university operations. The Contractor shall cooperate with CCSU in scheduling and performing work in accordance with CCSU's requirements.

CCSU reserves the right to perform work in connection with any project with its own forces or other contractors relating to such project or on adjoining sites. In such cases, the Contractor shall afford the other contractor(s) reasonable access and egress, opportunity for storage of materials and equipment for their work. Contractors working in the same vicinity shall cooperate with one another and, in case of dispute, comply with the decision of CCSU Representative concerning resolution of the dispute

Daily Services:

CCSU is requesting one (1) S2 Licensed Mechanic on campus on a daily basis, 8:00 AM – 4:30 PM Monday through Friday, (exclusive of scheduled holidays*) for 8 hours per day. Mechanic shall report to CCSU'S

designated representative to coordinate services required for the day or week. Mechanic shall have on site a fully equipped truck with common HVAC supplies necessary to perform the duties of this contract.

* Holidays shall be defined as New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

In addition to the required daily (1) S2 licensed mechanic, CCSU requires the Contractor to have adequate personnel to provide 'as needed' services above and beyond the responsibilities of the daily mechanic. See information regarding "On Demand" Technicians in Section 3 below.

Storage of Equipment, Parts and Supplies:

Contractor should have off-site storage capabilities for equipment, parts and supplies needed to service the CCSU systems. With permission, CCSU may provide limited space on campus for a storage container, but the contractor shall be responsible for providing the container and for its security. CCSU shall not be responsible for storing the contractor's equipment, parts or supplies.

Historical Data:

As historical information on usage or needs, CCSU spent approximately the following on services described herein over the past three fiscal years. This information is provided for reference ONLY and is NOT a guarantee of future needs or obligations.

| | |
|----------------------|-------------|
| 7/1/2013 – 6/30/2014 | \$1,305,571 |
| 7/1/2014 – 6/30/2015 | \$1,241,493 |
| 7/1/2015 to date | \$871,290 |

Prices:

All labor rates shall be portal to portal. No travel time or expenses are allowed. Cost for parts shall be for the parts plus a fixed markup fee. No normal delivery, freight, or shipping costs shall be allowed. Expedited shipping such as overnight or next day can be allowed under an emergency situation, only if approved in advance by the Universities representative.

Job Quotes:

For internal and external auditing purposes, when quoting any jobs under this RFP, the contractor quotes shall clearly reflect the bid pricing. For example –

Labor, two people at six hours each \$ _____ x 2 x 6 = \$ _____
Materials, cost \$ _____ times _____ % markup = \$ _____

The awarded contractor(s) may always offer additional discounts or "round down" total pricing (for example, \$22,140 less \$140 discount = \$22,000), but shall always be responsible for demonstrating how the original cost was determined. Lump sum quotes will be held until you can provide pricing per above.

At no time will an invoice be paid higher than the budget quote unless prior approval has been made with the University representative.

Job Site Reporting:

All service slips will be reviewed and approved by the CCSU University representative.

Contractors must leave daily Work Order Reports with the respective University representative. This Work Order Report must include hours spent on the job, work performed, along with any parts necessary to complete the job. When invoicing the University, Work Orders associated with specific jobs must accompany the invoice.

Contractor will be required to equip their staff members with mobile phones, and be accessible to the University while on duty.

Standard Wage Rates:

Note that this contract shall be subject to Connecticut General Statute 31-57f regarding Standard Wage Rates for Certain Service Workers. Contractors shall consider the following Occupational Titles as listed in the Department of Labor wage rates schedule as corresponding to the position titles required by CCSU.

For Licensed Mechanic use HVAC

For Approved Apprentice use General Maintenance Worker

Unless as a result of increases in Standard Wage Rates, at no time during this contract shall the vendor increase their daily or hourly rates or decrease discounts on parts.

Prevailing Wage Rates:

While the majority of service requirements herein are "stand-alone" and or relatively smaller dollar value projects and have historically not been subject to State of CT Prevailing Wage Rates (CGS 31-53 and 31-53a), occasionally such work is either a part of a larger project that is subject to Prevailing Wages or alone is of such a value that Prevailing Wage laws would apply. As such the awarded vendor is hereby notified that certified payroll prevailing wage documentation may be required for specific projects.

Third Party or OEM Repairs:

There may be occasions when equipment or systems require the work or intervention of third party or OEM personnel. Include with your RFP response a percentage markup over third party or your OEM invoices for such work. CCSU reserves the right to request such copies of invoices for auditing purposes.

Subcontracting:

Aside from required third party or OEM repairs, there will be no subcontracting allowed under this RFP. In the event of emergencies, the Contractor will request, in writing, to CCSU Representative, permission before any subcontractors are permitted to work on campus. Violations of this agreement will automatically cancel said award.

Confined Space:

Much of the HVAC work on campus will involve working in confined spaces in and around buildings. Preference will be given to contractors that have a minimum of 3 available personnel on staff (in addition to the daily mechanic) that are properly certified in Confined Space Entry. Contractor must have access to their own safety related equipment for confined space entry, and all other PPE required for each specific job.

As part of the RFP response contractor shall provide proof that contractor has in their employ necessary personnel who are trained and certified in Permit Required Confined Space Entry in accordance with OSHA standards.

Awarded contractor shall maintain certified Confined Space Entry personnel and shall provide proof of certification upon request of CCSU.

Contractor will be required to follow all applicable safety work practices in accordance to OSHA and CONN OSHA.

Emergency Response Requirement:

In addition to the standard required daily services, emergency service may be needed and shall be rendered and made available under this contract on a twenty-four (24) hour per day basis. Twenty-four hour emergency service capability shall include an answering service response system. Contractor must have an emergency contact reporting system in place that is acceptable to CCSU. Home telephone numbers, answering machines or voice mails are unacceptable in lieu of answering service capability. Contractor's on call employee may be required by the University to carry a two-way radio. Contractor must report to the University within one (1) hour of placement of an emergency call.

An emergency is defined as a situation of extraordinary conditions where the normal operation or portions thereof of CCSU would cease or be seriously impaired if immediate action were not undertaken to correct the contingency. Emergencies

could also be in response to health and safety issues. The University will determine whether a situation is an emergency or not.

Similarly, supplemental service may be required in order to address major issues, large projects or special events. These services will be available upon 24-hour notice.

Both of the above services will be administered by a work order system under the supervision of CCSU'S designated representative.

Accident Prevention, Safety and ES&H/OSHA:

Precaution shall be exercised at all times for the protection of persons and property. The safety provisions of applicable laws, building and construction codes shall be observed. All hazards from mishandling of equipment and machinery shall be eliminated.

The Contractor is reminded that all work will be carried out on a busy university campus. Safety is of utmost importance. The Contractor shall conduct all operations in a safe manner and shall comply with all pertinent local, state and federal safety regulations and with whatever requirements deemed necessary by CCSU Representative, CCSU Department of Public Safety or by CCSU Office of Environmental Health and Safety to protect the health, safety and well-being of the university community. All work sites must be taped off and/or barricaded. Safety precautions must be taken at all times to prevent the possibility of injury to pedestrian traffic

Contractor(s) is expected to understand and follow all CCSU Environmental, Safety and Hygiene policies. At a minimum, the contractor and all of its employees are expected to wear safety shoes and safety glasses at all times within the work area. Hard hats must be worn when overhead work is in progress. Dust masks must be worn during any type of dusty work. The contractor(s) is expected to meet with the CCSU ES&H Department prior to commencing work or as required by the CCSU ES&H Department. Failure to follow CCSU ES&H guidelines and policies will result in work being stopped until conditions are rectified. Any increase in the cost of or delay in the Project incurred by the failure of the Contractor to insure compliance in this area shall be borne by the Contractor(s).

See Environmental Health and Safety Procedures and Requirements statement attached herein for more information.

Compliance with Laws, Building Codes:

Contractor(s) shall comply with all applicable State Laws, Ordinances, Building and Construction Codes. Contractor(s) shall pay all permits and licenses, inspection fees and charges of a similar nature.

Environmental Sustainability:

The contractor shall be responsible for disposing of his own regulated materials and all replaced parts, supplies, debris etc in accordance with all applicable federal, state and local laws. Where possible, contractor shall promote recycling, and properly label and containerize all electronics, lights, batteries and other items, in order to promote CCSU's Environmental Sustainability initiative and conform to the Universal waste regulations.

Disposal of Old Parts and Supplies:

The contractor shall be responsible for disposing of all replaced parts, supplies, debris etc in accordance with all applicable federal, state and local laws. Where possible, contractor shall recycle used parts and supplies with a local, properly licensed recycling center in order to promote CCSU's Environmental Sustainability initiative. Provide information in the appropriate section on the General Information about the Company sheet

Section 3. Proposal Requirements

1. General Response Requirements

Each proposal must include a table of contents with page numbers for each of the required components of the proposal. All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

The following specifications are to be addressed in the Vendor's response. They are presented as a minimum expectation for any vendor's proposal to be considered. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

2. Performance Specifications/Required Services

The specifications here in Sections 3.2 must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

Provide responses on separate sheets of 8.5" x 11" paper with company letterhead as needed, following the number sequence below.

1. Contractor Minimum Requirements:

A. Contractor Employees

- a. Daily Mechanic - Contractor to provide an employee who is assigned to CCSU on a daily basis Monday thru Friday exclusive of weekends and University observed holidays* from 8-4:30 with a ½ hour unpaid meal break, hereinafter "Daily Mechanic."
 - i. Daily Mechanic must:
 1. Be a licensed S2 Mechanic;
 2. Hold Certifications in:
 - a. Mitsubishi City Multi for heating and cooling units;
 - b. Daiken VRV systems for heating and cooling units;
 - c. Liebert Deluxe 3 System;
 3. Have experience with Building Automation Systems, such as Johnson Controls and SNE systems
 4. Be trained and certified in Permit Required Confined Space Entry in accordance with OSHA standards
 5. Hold a Universal EPA Technician Certification as required by 40 CFR82 sub part F
 6. Be OSHA 30 certified
 7. Have immediate access to company equipment and software necessary to work the HVAC systems listed above and any future HVAC systems CCSU may implement during the period of this contract.
 8. Have on CCSU job site a fully equipped truck with common HVAC supplies, materials and equipment necessary to perform the duties of this contract.

- b. On Demand Technicians – In order to facilitate consistency of service levels and to foster a familiarity with the campus and its HVAC systems, preference will be given to contractors who can dedicate a minimum of 6 additional HVAC related technicians to be “assigned” to CCSU to be used on demand as needed at all times as required by the University’s specific HVAC servicing needs. Hereinafter, “On Demand Technicians.”
- i. A minimum of 3 of the 6 On Demand Technicians must have their S2 Licenses and the remaining 3 On Demand Technicians must fall into one of the below category of workers:
 1. S1 Licensed Mechanics
 2. S2 Licensed Mechanics
 3. P-1 Licensed Plumbers
 4. P-2 Licensed Plumbers
 5. SM-1 Licensed Sheet Metal Fabricators
 6. SM-2 Licensed Sheet Metal Fabricators
 7. Approved Apprentices
 8. Certified Welders
 - ii. A minimum of 3 of the 6 On Demand Technicians must be trained and certified in Permit Required Confined Space Entry in accordance with OSHA standards
 - iii. All On Demand Technicians working at CCSU shall hold a Universal EPA Technician Certification as required by 40 CFR82 sub part F;
 - iv. All On Demand Technicians working at CCSU shall be minimally OSHA10 certified
 - v. Of the 6 On Demand Technicians how many Hold Certifications in:
 1. Mitsubishi City Multi for heating and cooling units;
 2. Daiken VRV systems for heating and cooling units;
 3. Liebert Deluxe 3 System
 4. Have experience with Building Automation Systems, such as Johnson Controls and SNE systems
- c. Contractor Workforce – Contractor to list the total remaining number of employees on their staff who fit into each of the below categories **excluding** the Daily Mechanic and the On Demand Technicians.
- i. S1 Licensed Mechanics
 - ii. S2 Licensed Mechanics
 - iii. P-1 Licensed Plumbers
 - iv. P-2 Licensed Plumbers
 - v. SM-1 Licensed Sheet Metal Fabricators
 - vi. SM-2 Licensed Sheet Metal Fabricators
 - vii. Approved Apprentices
 - viii. Certified Welders
- Please note – any employees only holding a D-1 or D-2 License shall not be considered for the purposes of this contract.
- d. Provide the number of company personnel **excluding** the Daily Mechanic and the On Demand Technicians who:
- i. Hold Certifications to service:
 1. Mitsubishi City Multi for heating and cooling units;
 2. Daiken VRV systems for heating and cooling units;
 3. Liebert Deluxe 3 System;
 - ii. Have experience with Building Automation Systems, such as Johnson Controls and SNE systems
 - iii. Hold a Universal EPA Technician Certification as required by 40 CFR82 sub part F
- Please note – any employees only holding a D-1 or D-2 License shall not be considered for the purposes of this contract.

B. Contractor Company Experience

- a. Provide proof that the Company has a minimum of 10 years' experience with commercial HVAC service accounts with multiple buildings in one location and the length of time at each account.
- b. Contractor must demonstrate extensive knowledge in steam, pneumatics, and hydronic heating, heat pumps, high pressure steam and cooling systems.
- c. Contractor to provide their understanding that they must own their own equipment and software necessary to work on and work with the systems listed above and any future HVAC systems CCSU may implement during this contract.
- d. Please list any former State Contracts your company has had in the past 20 years

C. Contractual On Call Requirements:

- a. Confirm your understanding of the following:
 - i. Emergency service may be needed and shall be rendered and made available under this contract on a twenty-four (24) hour per day basis, 7 days per week, 365 days per year.
 - ii. Response time is no more than 1 hour on emergency calls;
 - iii. Contractor's on call employee may be required by the University to carry a two way radio;
 - iv. Contractor must provide CCSU with an acceptable answering service solution for 24 hours/365 days access. CCSU shall determine if the contractor solution is acceptable.

D. **Pricing:** Complete the pricing sheet

E. Complete the bidder qualification statement

3. References

Provide a listing of references from current or former clients at institutions to whom the bidder has provided similar services as described in this RFP, particularly references from other CT State agencies and universities or colleges of similar size to CCSU. See appendix I

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CCSU RFP 2017-05
HVAC systems repair and maintenance services
Pricing Sheet

(1) Daily Service - S-2 Licensed Mechanic \$ _____/day

(2) On Demand Service during normal business hours:

| | |
|--------------------------------------|---------------|
| S1 Licensed Mechanic | \$ _____/hour |
| S2 Licensed Mechanic | \$ _____/hour |
| P-1 Licensed Plumber | \$ _____/hour |
| P-2 Licensed Plumber | \$ _____/hour |
| SM-1 Licensed Sheet Metal Fabricator | \$ _____/hour |
| SM-2 Licensed Sheet Metal Fabricator | \$ _____/hour |
| Approved Apprentice | \$ _____/hour |
| Certified Welder | \$ _____/hour |

(3) Emergency Service during normal business hours:

| | |
|--------------------------------------|---------------|
| S1 Licensed Mechanic | \$ _____/hour |
| S2 Licensed Mechanic | \$ _____/hour |
| P-1 Licensed Plumber | \$ _____/hour |
| P-2 Licensed Plumber | \$ _____/hour |
| SM-1 Licensed Sheet Metal Fabricator | \$ _____/hour |
| SM-2 Licensed Sheet Metal Fabricator | \$ _____/hour |
| Approved Apprentice | \$ _____/hour |
| Certified Welder | \$ _____/hour |

(4) Emergency Service on nights, weekends and holidays*:

| | |
|--------------------------------------|---------------|
| S1 Licensed Mechanic | \$ _____/hour |
| S2 Licensed Mechanic | \$ _____/hour |
| P-1 Licensed Plumber | \$ _____/hour |
| P-2 Licensed Plumber | \$ _____/hour |
| SM-1 Licensed Sheet Metal Fabricator | \$ _____/hour |
| SM-2 Licensed Sheet Metal Fabricator | \$ _____/hour |
| Approved Apprentice | \$ _____/hour |
| Certified Welder | \$ _____/hour |

(5) Markup over cost:

| | |
|---------------------------------|---------|
| for parts: | _____ % |
| for third party or OEM Service: | _____ % |

(6) Prompt Payment Discount Terms _____

* defined as New Year's Day, Memorial Day, the Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

Company Name _____

Authorized Signature _____

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STATEMENT OF BIDDER'S QUALIFICATIONS for RFP 2017-05

This form will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

BIDDERS NAME: _____

ADDRESS: _____

Number of years company has been engaged in business under this name: _____ years

List other names your company goes by: _____

Number of Employees: Full Time: _____ Part Time: _____

Total Asset Value: _____ Equipment Asset Value: _____

OWNER/OPERATOR:____ PARTNERSHIP:____ CORPORATION: ____

Is your company registered with the Office of the Connecticut Secretary of State?
YES_____ NO_____ Registration Date; available, _____

Provide a list of company-owned equipment that will be available to service CCSU.
Include make, model, and brief description. Attach separate sheet if necessary.

Please list any relevant Licenses, Certifications, Registrations, etc., which qualify your company to meet the requirements of this bid. Attach separate sheet if necessary.

Please list any administrative actions either pending review by the State, or determinations that the State has made regarding your company or corporation. This should include court judgments, and pending suits by a State or Federal Court. Include in your statement a list of OSHA violations, and any actions or orders pending or resolved with any State Agency such as The Department of Consumer Protection, the Department of Environmental Protection, etc. Please detail this information on a separate sheet of paper. Such information should be for the last three (3) years.

I HEREBY CERTIFY THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

Signature

Date

Title

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Section 4. Bid Evaluation Criteria

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. A committee will be selected to evaluate and score each proposal submitted based on the following criteria. Contract will be awarded to the responsive, responsible Contractor whose proposal was determined in writing to be the most advantageous to the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

An initial evaluation of all proposals received shall be conducted to ensure the proposals are responsive in form to the RFP requirements.

Evaluation Criteria

1. Company Experience

- Demonstrated experience with commercial HVAC service accounts with multiple buildings in one location. Minimum of 10 years required, 15+ years preferred.
- Demonstrated extensive knowledge in steam, pneumatics, and hydronic heating, heat pumps, high pressure steam and cooling systems.
- Company References

2. Qualifications of Contractor Employees

- Quality of company representatives who would be assigned to CCSU:
 - Provide information on the Daily Mechanic, including qualifications, licenses, years of related experience, etc. Qualifications and certifications should be listed and addressed as outlined above in Section 3, Performance Specifications/Required Services (subsection 2.1.A.a) in addition to any additional qualifications the employee may have;
 - Provide information on the On Demand Technicians, including qualifications, licenses, years of related experience, etc. Qualifications and certifications should be listed and addressed as outlined in Section 3, Performance Specifications/Required Services (subsection 2.1.A.b) in addition to any additional qualifications the employees may have;
 - Provide information on the remaining Company Employees, including qualifications, licenses, years of related experience, etc. Qualifications and certifications should be listed and addressed as outlined in Section 3, Performance Specifications/Required Services (subsection 2.1.A.c) in addition to any additional qualifications the employees may have;
- Number of personnel who hold certifications to service (excluding the Daily Mechanic and the On Demand Mechanic):
 - Mitsubishi City Multi for heating and cooling units;
 - Daiken VRV systems for heating and cooling units;
 - Liebert Deluxe 3 System
- The number of Contractor employees (excluding the Daily Mechanic and the On Demand Technicians): with specialized experience in
 - S1 Licensed Mechanics
 - S2 Licensed Mechanics
 - P-1 Licensed Plumbers
 - P-2 Licensed Plumbers
 - SM-1 Licensed Sheet Metal Fabricators
 - SM-2 Licensed Sheet Metal Fabricators
 - Approved Apprentices
 - Certified Welders
 - are trained and certified in Permit Required Confined Space Entry in accordance with OSHA standards;
 - are OSHA 30 certified;

- have experience with Building Automation Systems, such as Johnson Controls and SNE systems
- are available to perform services under this contract as needed (a minimum of 6 Contractor employees on demand at all times as required by the University's specific service needs)

PLEASE NOTE – Do not include any D-1 or D-2 licensed employees. They are not to be considered for the purposes of this contract.

- Contractor's ability to provide equipment and software necessary to service the systems described in the RFP and any future HVAC systems CCSU may implement during this contract
- Demonstrated understanding of, and ability to respond to, emergency service requirements

3. Pricing Structure

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

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

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

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

Appendix I. REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization has provided HVAC System Maintenance Services similar to those you're proposing for CCSU.

Any experience with ANY Connecticut State agency MUST be included here.

Please include name, title, telephone number and e-mail address of a contact person at each institution.
References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.

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

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Appendix II. INSTRUCTIONS TO PROPOSERS

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

Name of Proposer:

Title of Proposal: HVAC System Maintenance Services

RFP Number: 2017-05

Proposal Due Date: **3:00 P.M., May 5, 2016**

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and one complete copy of their proposal electronically on CD or USB flash drive
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.

- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct clerical errors in the RFP or vendor proposal.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of CCSU may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

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

Appendix III. PROPOSAL CERTIFICATION
Request for Proposal 2017-05

I certify that:

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

(name or firm name)

(phone no.)

(address)

(fax no.)

(address)

(federal I. D. no. or SSN)

(signature)

(date)

(title)

(email address)

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11]

_____/_____
Initial Date

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

1) **Definition of Small Contractor**

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

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

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

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

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 paralegal, 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.

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

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

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)
PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

| | |
|---|--|
| 1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__ | 7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__ |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__ | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__ |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__ | 9. Does your company have a mandatory retirement age for all employees? Yes__ No__ |
| 4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__ | 10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__ |
| 5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__ | 11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__ |
| 6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 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. |

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise.
 (defined on page 1 / use additional sheet if necessary)

 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

| JOB CATEGORY * | OVERALL TOTALS | WHITE (not of Hispanic origin) | | BLACK (not of Hispanic origin) | | HISPANIC | | ASIAN or PACIFIC | | 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 | | RES 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)

PART V - Bidder Hiring and Recruitment Practices

| | | | | | | |
|---|-----|----|------------------------------------|--|-----------------------------------|--|
| 1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used) | | | | 2. Check (X) any of the below listed requirements that you use as a hiring qualification | | 3. Describe below any other practices or actions that you take which show that you hire, train, 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 | |
| | | | | | | |

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) |
|-------------|---------|---------------|-------------|



INSTRUCTIONS:

AFFIDAVIT:

I certify that I am authorized to execute and deliver this affidavit on behalf of

Authorized Signatory

Printed Name _____

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

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

Commission Expiration Date

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STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)
☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after 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:

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires



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)

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

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

I, the undersigned, hereby swear that I am 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 _____, 20____.

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

My Commission Expires

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STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- ☐ I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

| | | | |
|-------------------------------------|-------|-------|-----|
| Signature | Date | | |
| Printed Name | Title | | |
| Firm or Corporation (if applicable) | | | |
| Street Address | City | State | Zip |
| Awarding State Agency | | | |

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STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

CHECK ONE: ☐ Initial Certification.
☐ Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, **the certification portion of this form must be completed** by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization **whose principal place of business is located outside of the United States**. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- ☐ Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box **are not required to complete the certification portion of this form**, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- ☐ Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

☐ Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.

☐ Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

Subscribed and acknowledged before me this _____ day of _____, 20____.

 Commissioner of the Superior Court (or Notary Public)

 My Commission Expires

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**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628**

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 officially 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 officially 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 officially 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.

Connecticut State University System



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

Appendix V 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 60 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

There are no bond requirements in this RFP.

III. CONTRACT AWARD

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that 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.
8. 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.
9. 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.
10. 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.
11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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

There are no bond requirements in this RFP.

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.

**Central Connecticut State University is an equal opportunity employer.
The University will not knowingly do business with any bidder, contractor, subcontractor or
supplier of materials found to be in violation of any state or federal antidiscrimination law.**

Appendix VI

EMPLOYEE STANDARDS OF CONDUCT: The Agency has developed specific standards of conduct deemed necessary to insure 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 Agency buildings;
4. Harassment (sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community.
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;
14. Loud, vulgar behavior or the use of profanity.

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

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

Appendix VII ENVIRONMENTAL HEALTH AND SAFETY PROCEDURES AND REQUIREMENTS

The CCSU Office of Environmental Health and Safety (EH&S) remains committed to providing a safe work place environment for its students, faculty, staff and contractors. The following procedures have been put into place for all contractors to follow with all work both routine and emergency. Failure to comply will lead to job stoppage, employee suspension or removal and possible loss of contract work.

A. All workers need to be experienced and OSHA safety trained in their specific job duties or trades.

B. A job hazard analysis must be completed in writing by the contractor utilizing administrative, engineering and personal protective controls.

C. A safety plan must be submitted for approval to the CCSU EH&S, including all Material Safety Data Sheets along with OSHA 10 and all other document-required trainings, i.e. scaffolds, confined space, lift truck, tow motor, etc.

Barricades, safe work zones, signage, timing of work and other work control methods are required in the safety plan as the protection of the students, staff and faculty and workers is required at all times and is of the utmost importance.

All unsafe work conditions are required to be addressed at once. Near misses and other unsafe events should be documented and reported to the EH&S office at once.

D. A hot work permit must be obtained prior to any hot work. Contact EH&S for written permission.

E. If any work will block or alter a response of Emergency Apparatus, (fire, police or medical) the contractor must gain approval from the CCSU EH&S in advance.

F. Contractor are NOT ALLOWED to tamper or disable any fire detection/protection device without the written permission of the CCSU EH&S. This includes physically covering a device.

G. Contractor must provide to EH&S a list of emergency contact numbers during work and off hours.

H. Contractor assumes responsibility for site safety at all times. If any student or staff enters into a work zone without being signed onto the safety plan or not wearing the correct personal protective equipment, work must be stopped and the situation corrected.

I. Contractor assumes responsibility for securing the site or any hazards upon completion of work both at lunch and end of day.

J. Contractor is required to secure and provide a "CALL BEFORE YOU DIG" permit if digging any holes by mechanical means, and only after an acceptable layout has been done.

K. All contractor injuries must report to the CCSU EH&S within 1 hour of the injury. A written report, photos and method changes will be required before the job re-starts.

L. Contractors doing work on off hours (Monday thru Friday 8:00 am to 4:00 pm) must sign in and out with the university Police Department whenever there is no project manager, CCSU contract administrator or EH&S professional available.

M. The project managers will perform job site inspections daily or as needed with the project contact person.

N. Any changes to work plans or documents require reporting to CCSU EH&S

O. Unless specifically required for the project at hand, use of campus sidewalks by contractor vehicles is restricted to emergencies only and needs prior approval by EH&S or the University Police. All vehicles on campus sidewalks shall follow these rules of operation:

- Vehicle speed shall not exceed 5 mph
- Vehicle shall turn on flashers and headlights at all times
- Driver and passenger(s) shall wear seatbelts whenever the vehicle is in motion
- Contractor shall provide a ground man for larger vehicles and or while backing up

P. No work by a contractor or sub will start without first contacting the office of Environmental Health and Safety unless it has immediate impact to student/staff safety or is emergency response related. All off hour injuries, near miss, and other incidents require immediate contact even in off hours. CCSU Office of Environmental Health and Safety contact information:

Domenic Forcella D-860-832-2499 C-860-637-4596 forcellad@ccsu.edu
Terrence Ferrarotti D- 860-832-2386 C-860-982-8260 ferrarottitep@ccsu.edu
CCSU Police Department 860-832-2375

Appendix VIII

Employee Background Check Letter



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

To all interested parties
2009

November 5,

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

"The Contractor shall be responsible for conducting background checks, including social security number verification; federal criminal check; criminal arrests, convictions, and warrants; Sex Offender Registry status; and a motor vehicle check on all individuals it plans to assign to work on CCSU's campus. The Contractor shall screen individuals based on the results of their background checks prior to assigning them to work on CCSU's campus. For those individuals whom the Contractor has assigned to work on CCSU's campus, the Contractor shall provide a designated CCSU administrator with access to their background checks a minimum of two weeks prior to the beginning of their work assignments at CCSU. CCSU shall have the right to refuse the assignment to CCSU of individuals who have been convicted of violent crimes, crimes against property including vandalism and theft, or who are listed in the Sex Offender Registry."

SSC Inc of Shelton CT holds the CSUS contract for employment screening services. To maintain quality and consistency it is strongly suggested that contractors use SSC for their background checks. The contact person at SSC is Maribeth Dilullo. Maribeth can be reached at 203-925-6192. At SSC's discretion background checks may be conducted for states other than Connecticut if the individual's residence history warrants.

All background checks shall be maintained by the contractor as part of the employee's records and shall be made available to CCSU immediately upon request.

Note that this shall apply to all new hires from October 1, 2009 forward but may be required for any contractor employee at the request of CCSU.

Sincerely

Thomas J. Brodeur, C.P.M.
Director of Purchasing
Phone: (860) 832-253

xc: Bachoo, Magnan, Moran, Scarlett, Karas

Appendix VI. RFP RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

- ☐ Signed Proposal Certification (Appendix III)
 - ☐ Complete Pricing Schedule
 - ☐ Completed Bidder Qualification Statement
 - ☐ Complete response to requirements in Section 3.2
 - ☐ References Form (Appendix I)
 - ☐ CHRO Paperwork (contract compliance monitoring report)
 - ☐ Nondiscrimination Certification
 - ☐ Ethics Form 1
 - ☐ Ethics Form 5
 - ☐ Ethics Form 6
 - ☐ Ethics Form 7
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