



REQUEST FOR PROPOSAL
BASEBALL AND SOFTBALL FIELD MAINTENANCE
FOR SOUTHERN CONNECTICUT STATE UNIVERSITY (SCSU)
RFP 21-SCSU-01

Southern Connecticut State University
Procurement Services
501 Crescent Street
New Haven, CT 06515

Name: Cynthia Shea-Luzik
Title: Manager, Procurement Services
Telephone: (203)392-5490

Date: October 13, 2020

REQUEST FOR PROPOSAL
RFP 21-SCSU-01

Summary

Issue Date: October 13, 2020

Title: Baseball and Softball Field Maintenance

Issuing Agency: Southern Connecticut State University

Period of Contract: The initial term of this agreement shall be for five (5) years, beginning on or around February 1, 2021, through January 31, 2026. This agreement may, upon the mutual consent of the parties, be extended for up to two (2) twelve month renewal terms.

Pre-proposal Meeting: N/A

Questions due: October 20, 2020 at 12:00 pm

Proposal submission deadline: November 3, 2020 at 2:00pm (E.S.T.)

Sealed proposals are to be delivered to: Cynthia Shea-Luzik
Procurement Services
Southern Connecticut State University
Email: shealuzik1@southernct.edu

Section 1 – Administrative Overview

1.1 Introduction

Southern Connecticut State University (hereinafter referred to as the "University" or "SCSU") is seeking proposals from experienced and qualified contractors to provide on-call and emergency services in the general trades areas of carpentry, drywall installation and painting.

1.2 Authority

This RFP is issued by SCSU under the provisions of the Connecticut General Statutes 4a-52a,10a-151b and 10a-89.

1.3 RFP Organization

This RFP is organized into the following sections:

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

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

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

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

1.4 Submission of Questions

Contractors may submit questions or requests for clarification via email to shealuzikc1@southernct.edu. **The deadline for submission of questions is 12:00 p.m., Tuesday, October 20, 2020 (EST). No phone or verbal questions will be entertained.** All questions and answers, clarifications, or corrections will be distributed to all interested parties no later than Tuesday, October 27, 2020 through an addendum, via State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). **Note that any addenda issued will be posted on the Department of Administrative Services Contracting Portal, address www.das.ct.us.** Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.5 Submission of Proposals

Contractors shall electronically submit their proposal to Procurement Services at the email address, procurement@southernct.edu. E-Mailed bids received after 2:00 PM, Tuesday, November 3, 2020 will not be accepted, with the University being the sole arbiter on the acceptance of a bid. The University shall not be held responsible for errors in transmission or any situation which prevents a bid from being delivered electronically prior to 2:00 PM. For proper identification, bidders are asked to note the bid number and project name on the subject line of the e-mail.

As we continue to prioritize safety in response to Covid-19, **a public bid opening is prohibited**. However, a list of received proposals will be posted to the DAS website as soon as practicable after the opening date of the RFP.

Cynthia Shea-Luzik
Manager, Procurement Services
Southern Connecticut State University
Email: shealuzik1@southernct.edu

The outside cover of the package containing the proposal shall be marked: “RFP 21-SCSU-01 “Baseball and Softball Field Maintenance” to allow for proper identification.

***Note that in the event of University closing or early dismissal due to inclement weather this RFP will be due and opened at 2:00 PM on the next business day. For up to date information on cancellations or early closings, please visit the University’s website at www.southernct.edu.**

1.6 **Costs for Proposal Preparation**

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

1.7 **Disqualification of Proposals**

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

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

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

1.8 **Rights Reserved**

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

1.9 **Final Contract**

SCSU reserves the right to enter into negotiations with the selected Proposer or Proposers in an effort to reach a mutually satisfactory Contract that will be executed by the parties and will be based on this RFP, the RFP proposal submitted by the selected Proposer(s) and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

1.10 **Inspection of Proposal and Confidential Information**

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

1.13 **Contract Invalidation**

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

1.14 **Term of Contract**

The initial contract period shall begin on or about February 1, 2021 and end on January 31st, 2026. This agreement may, upon the mutual consent of the parties, be extended for two (2) twelve-month periods or parts thereof.

1.15 **Fees**

All fee and cost structures quoted herein for this program shall remain firm for the first year of the contract term. On the anniversary date of the agreement, Contractor may submit a written request for a price adjustment. Documentation supporting Contractor's request for a price adjustment must be provided to SCSU along with the written request. SCSU reserves the right to reject any price adjustment requests.

All requests for a price adjustment shall be sent to SCSU Procurement Services, 501 Crescent Street, New Haven, CT 06515.

1.16 **RFP Terms and Conditions**

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and

execution of such contract. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting contract.

1.17 **Recycled Materials**

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

1.18 **Sustainability and Green Campus Initiative**

- In the interest of supporting SCSU's initiative to reduce waste and extraneous use of natural resources, SCSU is requesting the following”
- All proposals should be submitted on two-sided recycled paper where possible
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

1.19 **State of Connecticut Supplier Diversity Program**

This bid has been reserved for participation by currently and actively certified State of Connecticut Department of Administrative Services' (DAS) Set-Aside small (SBE) and small minority (MBE) business enterprises. DAS certified bidders should provide a copy of their company's current certification certificate and indicate their set-aside status by writing SBE or MBE in the lower left-hand corner of the envelope in which the bid is submitted. However, in our continuing effort to insure that state contracting is conducted in an inclusive, efficient and expeditious manner, bids will be accepted and reviewed from all vendors. If no bids from DAS-certified set-aside vendors are received or if no set-aside vendor's bid is determined to be responsible by the University, the University reserves the right to issue multiple awards to set-aside and non-set-aside bidders or to non-set-aside bidders only.

Section 2. Scope of the Work

2.1 General Background

Southern Connecticut State University, a 171-acre campus located in Westville section of New Haven, is part of the Connecticut State Colleges and Universities System ("CSCU"). The CSCU, governed by a Board of Regents, consists of 12 two year community colleges, one public on-line college and four comprehensive universities. The universities are located in urban areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury.

Southern Connecticut State University serves roughly 10,000 students. Almost ninety-five percent (95%) of SCSU's students are residents of the State of Connecticut. SCSU has an enrollment of approximately 6800 full-time and 800 part-time undergraduate students. In addition, SCSU serves almost 800 full-time graduate students, and 1500 part-time graduate students. Of the approximately 6800 full-time undergraduate students, approximately 2,600 reside in ten campus residence halls.

For more information about the University please visit our website at www.southernct.edu.

2.2 Objectives

Southern Connecticut State University (hereinafter referred to as the "University" or "SCSU") is seeking proposals from experienced and qualified contractors to provide on-call and emergency services in the general trades areas of carpentry, electrical, drywall installation and painting.

It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract.

Note: Any contracts issued as a result of this Request for Proposal will be utilized on an as needed basis at the discretion of the University with no guarantee of resultant work. The University reserves the right to issue requests for proposals for work or projects on its campuses.

2.3 Agency Representative

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

Mr. Joe Hines
Associate Athletic Director
Athletic Facilities
E-mail: Hinesj1@southernct.edu
Phone: 203-392-6016

2.4 Assignment

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

2.5 Insurance Requirements

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

Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include premises and operations, independent contractors, products and completed operations, contractual liability and broad form property damage coverage, if a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury.

Workers Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease, policy limit, \$100,000 each employee.

Additional Insured Provision

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

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

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

2.6 Scope of Desired Services

Please see Exhibit A for a full description of the services to be provided.

Section 3. Proposal Requirements

3.1 Response Requirements

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

All proposals must include a written point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content.

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

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

Any RFP response, subsequent submittals and resultant Contract are subject to Freedom of Information Act (FOIA) Connecticut General Statute (CGS) Section 1-218. Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University. Trade secrets or commercial or financial information given in confidence submitted by a Proposer shall not be subject to public disclosure, however, the Proposer must clearly identify on every page of its proposal the information that it considers confidential. In addition, a written notice must be provided that identifies the rationale for the confidentiality of the information and if the information is subsequently requested, the pages marked confidential will be handled in accordance with FOIA Statute.

Labeling the entire contents of a proposal “confidential” is not acceptable and may result in rejection of the proposal.

3.2. Proposer Qualifications and Information

The specifications in this section 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.

- A. Provide details of your firm's experience and expertise providing the applicable services listed in Exhibit A.
- B. Provide evidence of all applicable licenses and other qualifying credentials possessed by your firm for providing these services.
- C. Provide the number of years your company has been in business and other information that would support your level of experience.
- D. Provide the names and qualifications of personnel who will provide the proposed services; include team manager and key contacts

- E. Detail your company's fees and fee structure for these services as requested in Appendix III-A.
- F. The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient staff of properly trained employees to take on and consistently maintain the resulting contract? Explain.
- G. Supplementary information may be requested by the University to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.
- H. Proposals are required to be complete and accurate. Omission, inaccuracy of misstatements may be sufficient cause for rejection of proposal.
- I. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.
- J. Regulations of Connecticut State Agencies Section 4-114a-3(10) require agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements. Explain your understanding of these requirements.
- The bidder's promise to develop and implement a successful Affirmative Action Plan;
 - The bidder's submission of EE0-1 data indicating that the composition of its work force is at or near parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
 - The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprise.
- K. Provide your company's general qualifications and experience as they relate to the following:
- A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.
 - History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
 - History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.
- L. Provide other such information as the bidder deems pertinent for consideration by the University (supplemental information, value added services, etc.)

Section 4. Bid Evaluation Criteria

Evaluation – The award of a contract shall be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University.

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

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

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

Evaluation Criteria

Each proposal will be evaluated by a screening committee against the following criteria to determine which proposal is most capable of providing the requested product and services.

- Demonstrated ability based on experience, qualifications and references, to provide the services requested;
- References, specifically experience in Higher Education;
- Proposed pricing as outlined in Appendix III-A;
- Demonstrated compliance with State of Connecticut contracting statutes and regulations, including history of contracts entered into with the State of Connecticut over the last five (5) years and history of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years;
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO);

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

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

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 seven (7) business days of receipt of any request for clarification by the University.

Proposal Qualification Data: If necessary to evaluate proposer qualification, proposer may be requested to furnish information including but not limited to the following items:

- Financial resources.
- Personnel resources.
- Executives and key person resumes.
- Ability to meet delivery and support schedules.
- Ability to meet specifications and quality requirements.

APPENDIX I- REFERENCES

List the company name, e mail address, mailing address, contact person and telephone number of five (5) locations where your company has performed similar work as related to this bid.

<u>Company Name</u> e-mail address	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1. _____ _____	_____	_____	(____)_____
2. _____ _____	_____	_____	(____)_____
3. _____ _____	_____	_____	(____)_____
4. _____ _____	_____	_____	(____)_____
5. _____ _____	_____	_____	(____)_____

This form must be included with your bid.

Appendix II. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Cynthia Shea-Luzik, Procurement Services, Wintergreen Building, Southern Connecticut State University, 501 Crescent Street, New Haven, CT 06515

Name of Proposer:

Title of Proposal: Baseball and Softball Field Maintenance

RFP Number: RFP 21-SCSU-01

Proposal Due Date: 2:00 P.M., November 3, 2020

No telephone, telegraphic or facsimile proposals will be considered.

NOTE: Any proposal received after 2:00 pm on October 13, 2020 shall be rejected and will not be opened.

- B. Proposals should be signed in ink.
- 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 Procurement Services Department. All solicitation is performed under the direct supervision of the Procurement Services 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 Appendix III-A. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)

- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee shall be superseded by the written agreement.
- K. SCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Cynthia Shea-Luzik
Manager, Procurement Services
Southern Connecticut State University
Email: shealuzikc1@southernct.edu

Appendix III. PROPOSAL CERTIFICATION

Baseball and Softball Field Maintenance - RFP 21-SCSU-01

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 SCSU 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.

Firm _____

Authorized _____

Signature _____

Title _____

Date _____

APPENDIX III-A - COST PROPOSAL

Baseball Field Maintenance:

Price per Practice \$_____ X (number of games per season) = \$_____

Price per Game \$_____

Hourly Rate for Additional Requested Services:

Service

Signature of Authorized Official

By: _____

Title: _____

Date: _____

Appendix IV – NON-DISCRIMINATION CERTIFICATION

Non-discrimination.

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

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

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

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

subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56, as amended; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to C.G.S. § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and C.G.S. § 46a-56.
- (h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with C.G.S. § 46a-56 as amended; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission regarding a State contract, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

Appendix V – CAMPAIGN CONTRIBUTION RESTRICTIONS

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000.00 or more, or a combination or series of such agreements or contracts having a value of \$100,000.00 or more, the authorized signatory to this agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, which is set forth below, and will inform its principals of the contents of the notice. See SEEC Form 11 (reproduced and inserted below).

SEEC FORM 11

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, 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 LIMITATIONS

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

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

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor.

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

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

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement. “Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities. “Dependent child” means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

“Solicit” means (A) requesting that a contribution be made, (B) participating in any fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors,

receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

Appendix VI - RFP RESPONSE CHECKLIST

RFP Forms -

- () References (Appendix I)
- () Proposer Certification Sheet (Appendix III)
- () Cost Proposal (Appendix III-A)
- () SCSU-1 Contract Proposal

Commission for Human Rights and Opportunities (CHRO) for State

Contracts –

- () Contract Compliance Monitoring Report (5 pages)
<http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf>

Ethics Affidavits & Certifications for State Contracts –

<http://www.ct.gov/opm/site/default.asp>

- () Form 5. Consulting Agreement Affidavit
- () W-9 Taxpayer Identification Number and Certification –
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

EXHIBIT A

Baseball/Softball Fields Maintenance

SCOPE of Work:

The awarded Contractor shall be responsible for maintaining the areas inside the fence of each field, the bullpens, bleachers and 25 feet beyond any and all fences associated with either ball field. The awarded Contractor shall be required to furnish all labor, materials and equipment necessary to meet the specifications regarding varsity field maintenance as set forth by the NCAA Division II mandates.

The University shall provide a schedule of games for each team. Games are weather permitting. Practices occur on off days from games and the Contractor will receive a weekly schedule from the University with practice times for each team. Practices are also weather permitting.

Services include tasks which required the fields to be maintained to the highest level of competition, maintaining the integrity of play and conforming with the requirements of the NCAA.

The Contractor shall provide the following services:

Supplies, including but not limited to, infield mix, topdressing soil, seed, limestone, fertilizer materials, weed control materials, clay, insecticides, pesticides and fungicides shall be supplied by the Contractor.

It must be noted by the bidder that the maintenance of turfgrass and play surfaces for baseball and softball fields is an organic process with unexpected changing conditions of the play surface occurring. These changes may be a result of a combination of play, weather conditions, and erosion. In addition to routine expected maintenance services and through routine scouting and consultation with the University, the bidder is expected to identify and address those elements of the play and spectator areas that require maintenance or repair.

Additional Services

When inspections are conducted and it is determined a repair or additional maintenance is required, said repair/maintenance shall be brought to the University's attention. The Contractor shall submit a cost proposal to the University for the additional services. All additional services to be performed at the hourly rates.

FEB 29th – MAY 31st

The Contractor shall conduct a walkthrough of the fields with the University to review the field conditions and ascertain the level of maintenance/repairs required. At minimum the Contractor shall conduct the following:

- Re-affix windscreens at baseball field fence.
- Empty and realign trash receptacles, remove leaves and debris from stands, bullpen areas, on the playing field and at the base of all perimeter fencing.

- Measure and inspect infield dimensions and edges.
- Repair and renovate the pitcher's mound to conform with NCAA standards.
- Renovate infield skinned areas, base lines, home plate area, and pitcher's mound at a time weather conditions permit: Method of renovation will depend upon field conditions.
- Edge infield, baseline, warning track, pitcher's mound and home plate area.
- Weed infield and warning track.
- Address additional requirements as a result of preseason walk-through.

Routine Field Care

Routine field care will be conducted on or about March 15th through May 31st for both baseball and softball fields. The Contractor shall perform the following tasks/inspections as outlined below at the time of each mowing. All routine field care and repairs shall be executed as outlined below or per manufacturer specifications of the product.

Contractor shall perform the following at each mowing:

- Mow per recommendations made to University.
- Scout for disease, pests, weeds, etc.
- Inspect infield skinned areas, warning track and bullpen for weeds and remove.
- Inspect infield (including home base) for uneven, eroded surfaces.
- Inspect edge condition between turf and baseline/infield warning track.
- Maintain a clean straight edge. All edges must be maintained within the NCAA standards.
- Inspect lip condition between infield and turf.
- Inspect perimeter fencing for significant defects or damage.
- Inspect batting cages for debris and proper fencing installation and repair.
- Inspect turf for wear or uneven surfaces.
- Monitor infield clay surfaces for excessive compaction, erosion and uneven surfaces.
- Application of appropriate pesticide, herbicide, insecticide as needed based upon scouting results.
- Repair eroded or worn areas of the infield or warning track.

- Edge infield, baseline, warning track, pitcher mound and home plate area.
- Recondition infield lip.
- Repair fencing.
- Repair batting cage.
- Repair turf.
- Recondition infield skinned areas, base lines, home plate area and pitcher's mound at a time weather conditions permit. Method of renovation will depend on field conditions.
- Monitor for and remove graffiti.

Practice Setup

The Contractor shall complete the following on the day of practice and not less than one half hour prior to the beginning of practice and in the order listed below. Practices occur during the regular spring season.

- Empty, remove and realign trash cans.
- Hand rake, level and roll baselines and add clay, if needed.
- Hand rake, level and roll home plate and add clay, if needed.
- Hand rake, level and roll pitcher's mound and add clay, if needed.
- Check irrigation heads to confirm they are recessed and irrigation control boxes are firmly in place.
- Groom infield.
- Water clay areas as needed.
- Install bases.

Pre-Game Setup

The Contractor shall complete the following on the day of a scheduled game. The field shall be ready for play two hours before a scheduled game time to allow for pre-game practice. The Contractor shall remain on the premises to assist with monitoring/repairing the field during the game for doubleheaders.

- Empty and realign trash receptacles, remove debris from stands, dugouts, bullpen area, batting cages, on the playing field and at the base of all perimeter fencing and within the contract limits.
- Check irrigation heads to confirm they are recessed and irrigation control boxes are firmly in place.
- Groom warning track.

- Sweep and wash dugouts and benches.
- Hand rake, level and roll baselines and add clay, if needed.
- Hand rake, level and roll home plate and add clay, if needed.
- Hand rake, level and roll pitcher's mound and add clay, if needed
- Groom remaining infield.
- Water clay areas to have firm base and soft cushion (first W' of clay).
- Install bases and inspect for tears and ensure anchors are secure.
- Ensure pitchers rubber and home plate are securely installed.
- Wash baselines and paint fair lines on grass.
- Lime infield lines and batter's box, paint home plate and pitcher's mound rubber.
- Re-hand rake baselines, home plate and pitcher's mound and groom infield per f-j above following pregame practice.
- Hose down the skinned area of the infield and the batter's box, pitcher's mound and warning track as necessary based upon weather conditions and between innings.

Post-Game Requirements

The following shall be executed upon completion of each game.

- Empty and realign trash receptacles, remove debris from stands, dugouts, bullpen area, back cages, on the playing field and at the base of perimeter fencing.
- Inspect infield, lip, turf, fencing, bases and base anchors for wear and tear. Repair at a time interval that will not impede playability.
- **Baseball Field Repair**
- The following items have been identified as necessary to repair deficiencies at the baseball field. These items shall be executed at a time approved by the University and so as to not impede field playability.
- Edge pitcher's mound to restore 9-foot radius.
- Edge baselines to restore 36-inch width.
- Restore base arcs to 13-foot radius.
- Restore coaches' boxes to recommended 5 x 20 feet at a distance offset from each baseline as

recommended by NCAA.

Material (exclusive of turf and soil mix)

The Contractor shall utilize the following products:

- Baseball infield mix: Beam Clay baseball diamond mix, pro premium infield mix.
- Baseball pitcher's mound mix. Beam clay pitcher's mound clay - red.
- Baseball home plate mix: Beam clay home plate clay.
- Warning track: Beam 3/16" warning track mix.
- Softball infield mix: Native processed clay mix with washed sand and free of all debris.
- Windscreen: Vinyl coated equal in size, color and material of existing windscreen.
- Fencing: Shall be comparable quality, size and installed in a similar manner as the existing fencing.
- Drying Agent: Beam diamond dry.
- Line Markings: Pulverized lime for skinned areas at softball and white paint for outfield foul lines. Spray paint for baselines and batter's box at baseball, as well as for outfield lines.

SUMMER MAINTENANCE

June

- Weekly mowing of all turf areas.
- Trash removal as needed.
- Drag infields, baselines and warning track two times per month.
- Apply herbicides, as needed to keep infields, baselines, warning track, home plates and pitcher's mound free of weeds.
- Fertilize lawn areas. Apply weed control to turf as needed.
- Apply grub control to lawn areas.
- Scout for disease and other pests in the lawn areas.
- Apply roundup to fence lines.

July

- Weekly mowing of all turf areas.

- Trash removal as needed.
- Drag infields, baselines and warning track two times per month.
- Apply herbicides, as needed to keep infields, baselines, warning track, home plates and pitchers mound free of weeds.
- Apply weed control to turf as needed.
- Scout for disease and other pests in the lawn areas.
- Apply roundup to fence lines.

August

- Weekly mowing of all turf areas.
- Trash removal as needed.
- Drag infields, baselines and warning track two times per month.
- Apply herbicides, as needed to keep infields, baselines, warning track, home plates and pitcher's mound free of weeds.
- Apply weed control to turf as needed.
- Scout for disease and other pests in the lawn areas.
- Apply roundup to fence lines.
- Prep fields for fall ball.

Fall non-Traditional Baseball/Softball Fields Specs

For the non-traditional fall season, there will be two (2) baseball scrimmages and three (3) softball scrimmages. NCAA rules now mandate that both baseball and softball have twenty-four (24) opportunities to practice within a forty-five-day period. Practice (starting the first week of September through mid to late October) dates and times will be forwarded to the Contractor via email every two weeks. If a field is prepared for a practice or scrimmage, there will be no "make-up" for that day if there is inclement weather, cancelling the practice, as it will be a lost practice opportunity. The next scheduled day will be when the Contractor will prep the field again for either the scheduled practice or scrimmage.

- Remove chewing gum and graffiti from dugouts, benches and stands weekly.
- Empty and re-line trash receptacles, remove debris from stands, dugouts, bullpen area, batting cages, on the playing field and at the base of all perimeter fencing weekly.
- Groom warning track. Hand rake, level and roll baseline and add clay if needed as part of practice preparation.

- Hand rake level and roll home plate and add clay if needed as part of practice preparation.
- Hand rake level and roll pitcher's mound and add clay if needed as part of practice preparation.
- Groom remaining infield as part of practice preparation.
- Hand pick clay off grass edges at perimeters of infield as part of practice preparation.
- Water clay areas have firm base and soft cushion (first ½" of clay) if needed.
- Install bases and inspect for tears and ensure anchors are secure as part of practice preparation.
- Ensure pitchers rubber and home plate are secured weekly.
- Wash baselines and paint lines on grass twice a week during the length of the non-traditional season.
- Paint/line infield lines and batter's box, paint home plate and pitcher's mound rubber twice a weekly like above.
- Drag infields as part of practice preparation.
- Mowing should not occur more than twice in any seven-day period from September 1 to October 20 (or when the 24 practice opportunities have been used).
- Mowing should be done only once in any seven-day period, as needed, after the 24 practice opportunities have been used.
- Flight Control should be done one time per month in September and October and no later than November (November application may be cancelled at the discretion of the University). Any more applications than suggested above shall be approved by the Athletic Department representative.
- Fungus control should be done once during the three-month period. Fertilization should be done once during the three-month period.
- Insecticide application should be done once, if needed, during the three-month period.
- Soil testing should be done on both fields during the month of September and the results and recommendations should be forwarded to the University.
- pH/liming if necessary.
- Winterized the irrigation systems at the end of the non-traditional season.
- End of season maintenance (take down and store backstop pads at baseball and the fence cap and wind screen at softball).
- Fall clean at both fields.

BID NO.: RFP 21-SCSU-01	BID OPENING DATE: November 3, 2020	BID OPENING TIME: 2:00pm	SURETY AMOUNT: N/A	DATE ISSUED: 10/13/20
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION: **Grounds Maintenance**
 TERM OF CONTRACT/DELIVERY DATE REQUIRED
Initial Term: February 1, 2021 – January 31, 2026

Cynthia Shea-Luzik 10/13/2020
 Cynthia Shea-Luzik Date
 Manager, Procurement Services
 Email : shealuzik1@southernct.edu

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

- That this proposal is executed and signed by said bidder with full knowledge of the standard bid and contract terms and conditions of current issue and in effect on the date of bid issue.
- Your written signature below indicates agreement of the CSCU standard terms and conditions of which are incorporated herein.

Bidder Information

COMPLETE COMPANY NAME (TRADE NAME, DOING BUSINESS AS)		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)		
COMPANY ADDRESS	STREET	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)		TELEPHONE NUMBER (INCLUDE TOLL-FREE NUMBERS)		FAX NUMBER
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED COMPANY			DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLED OF AUTHORIZED PERSON	
COMPANY E-MAIL ADDRESS AND/OR COMPANY WEB SITE				
IS YOUR BUSINESS A: <input type="checkbox"/> PROPRIETORSHIP (INDIVIDUAL) <input type="checkbox"/> PARTNERSHIP OR <input type="checkbox"/> CORPORATION (TYPE OF CORPORATION)				
IS YOUR BUSINESS CURRENTLY A DEPARTMENT OF ADMINISTRATIVE SERVICES CERTIFIED SMALL BUSINESS ENTERPRISE: <input type="checkbox"/> Yes (ATTACH CERTIFICATE TO BID) <input type="checkbox"/> No				
IF YOUR BUSINESS IS A PARTNERSHIP , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.				
IF YOUR BUSINESS IS A CORPORATION , IN WHICH STATE ARE YOU INCORPORATED?				
IF YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY & ADDRESS:				
HAS YOUR BUSINESS RECEIVED FUNDING FROM THE SMALL BUSINESS ADMINISTRATION? <input type="checkbox"/> Yes <input type="checkbox"/> No				
REMITTANCE INFORMATION , IF DIFFERENT FROM ABOVE				

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

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

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

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

C. Samples

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

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

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

D. Bonding Requirements / Guaranty or Surety

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

III. CONTRACT AWARD

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

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

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

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

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

B. Insurance

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

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

C. Bonds

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

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

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

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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