



**REQUEST FOR PROPOSAL**  
**CUSTODIAL AND JANITORIAL SERVICES INCLUDING MINOR SNOW REMOVAL FOR**  
**THE MICHAEL J. ADANTI STUDENT CENTER**  
**FOR SOUTHERN CONNECTICUT STATE UNIVERSITY (SCSU)**  
**RFP 23-SCSU-08**

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

**Name: Cynthia Shea-Luzik**  
**Title: Manager, Procurement Services**  
**E-mail : shealuzik1@southernct.edu**

**Date: May 26, 2023**

*REQUEST FOR PROPOSAL*  
**RFP 23-SCSU-08**

*Summary*

Issue Date: May 26, 2023

Title: Custodial and Janitorial Services including Minor Snow Removal for The Michael J. Adanti Student Center

Issuing Agency: Southern Connecticut State University

Period of Contract: Commencing on or about July 1, 2023 – June 30, 2028 with the option at the discretion of Southern Connecticut State University to renew for four (4) additional one year periods

Mandatory Pre-proposal Meeting: May 31, 2023 at 10:00 a.m.  
Adanti Student Center, Room 326

Questions due: June 2, 2023 12:00 p.m. (E.S.T)

Proposal submission deadline: June 14, 2023 by 2:00 p.m. (E.S.T.)

Proposals are to be delivered to: Cynthia Shea-Luzik  
Procurement Manager  
Southern Connecticut State University  
E-mail: [procurement@southernct.edu](mailto:procurement@southernct.edu)

## Section 1 – Administrative Overview

### 1.1 Introduction

This is a Request for Proposals (RFP) issued by Southern Connecticut State University (hereinafter referred to as the "University" or "SCSU") seeking proposals from experienced and qualified contractors to perform custodial and janitorial services and minor snow removal for the Michael J. Adanti Student Center. The awarded contractor will be responsible for cleaning approximately 105,000 square feet within the Student Center and is also responsible for providing at its own expense, their own cleaning equipment and cleaning supplies necessary to satisfactorily carry out the responsibilities of the resulting contract. SCSU will provide paper products for the lavatories and hand soaps for bathrooms as well as trash bags for the entire facility. Awarded contractor shall use green cleaning and/or sanitizing products that have minimal potential impacts to human health and the environment consistent with maintaining clean and sanitary facilities.

The Michael J. Adanti Student Center is a multi-purpose building that will house a variety of meetings and events throughout the year. These meetings or events may be as small as a few individuals up to several thousand.

The Michael J. Adanti Student Center is open Monday – Friday, 7:00 a.m. – 12:00 midnight, Saturday 7:00 a.m. – 10:00 p.m. and Sunday 12:00 noon – 10:00 p.m. There are adjusted limited summer hours which are subject to change: Mid- May through late-August. Monday – Friday 7:00 a.m. - 8:00 p.m., weekends closed unless open for scheduled conferences, events and orientations. There are limited intersession hours which are subject to change. Late-December through mid-January, Monday – Friday 7:00 a.m.- 6:00 p.m. Weekends closed unless open for scheduled conferences.

The above are the hours of the facility. There may be scheduled events during the year any day or time. **The expectation is the building will be kept clean 24 hours a day, 7 days a week, 365 days a year.**

#### Authority

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

### 1.2 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.

### 1.3 **Submission of Questions**

Contractors may submit questions or requests for clarification via email to [procurement@southernct.edu](mailto:procurement@southernct.edu). The deadline for submission of questions is 12:00 p.m., Friday, June 2, 2023 (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 Thursday, June 8, 2023, through an addendum, via State of Connecticut's Department of Administrative Services Contracting Portal ([www.das.state.ct.us](http://www.das.state.ct.us)). Note that any addenda issued will be posted on the Department of Administrative Services Contracting Portal, address [www.das.ct.us](http://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.

### 1.4 **Mandatory Pre-Proposal Conference**

There will be a mandatory pre-bid meeting and site inspection to familiarize prospective bidders with the existing conditions on campus and with the specific requirements of the bid documents. The meeting will be held on May 31, 2023 at 10:00 a.m. in the Michael J. Adanti Student Center, 345 Fitch Street, New Haven, CT 06515, 3rd floor, Room 326. Bidders not attending the pre-bid meeting shall be disqualified from the bid selection process.

Visitation teams to the meeting will be limited to two (2) persons.

### 1.5 **Submission of Proposals**

Contractors shall electronically submit their proposal to Procurement Services at the email address, [procurement@southernct.edu](mailto:procurement@southernct.edu). E-Mailed bids received after 2:00PM, Wednesday, June 14, 2023 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.

A list of received proposals will be sent to all proposers as soon as practicable after the bid opening date.

**Cynthia Shea-Luzik**  
**Manager, Procurement Services**  
**Southern Connecticut State University**  
**E-Mail: [shealuzikc1@southernct.edu](mailto:shealuzikc1@southernct.edu)**

The outside cover of the package containing the proposal shall be marked:  
**"RFP 23-SCSU-08 Custodial and Janitorial Services including Minor Snow Removal for the Michael J. Adanti Student Center"** 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. Please call the University's weather closing line at 203-392-7669 for up to date information on cancellations or early closings or visit the University's website at [www.southernct.edu](http://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 **Set-A-Side**

This RFP is restricted to State of Connecticut Certified Small and Minority Owned Businesses. A copy of your Certificate of Eligibility issued from the Department of Administrative Service (DAS) Supplier Diversity Program must be submitted with your proposal.

#### 1.8 **Standard Wage Rates**

Standard Wage Rates, as indicated by the State of Connecticut Labor Department, shall prevail for the duration of this contract. Please note that it will be the successful contractor's responsibility to monitor wage rates issued by the Connecticut Department of Labor and insure that non-supervisory employees are paid the most current wage and benefit rate. ***Upon request of the University, all annual certified payrolls shall be submitted to the Director, Adanti Student Center.***

#### 1.9 **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

#### 1.10 **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.

#### 1.11 **Final Contract**

SCSU intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract.

#### 1.12 **Inspection of Proposal and Confidential Information**

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RFP 23-SCSU- 08 Custodial and Janitorial Services including Minor Snow Removal for the Michael J. Adanti Student Center

SCSU treats Proposals as confidential until after a contract is finalized. At that time, they become subject to disclosure under the Freedom of Information Act. SCSU is a public entity and its records, including responses to this RFP, are public records. See Conn. Gen. Stat. §§1-200, et seq., and especially §1-210(b)(24). Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. Conn. Gen. Stat. §1-210(b)(5). However, all materials associated with this RFP are subject to the terms of the Connecticut Freedom of Information Act ("FOIA") and all applicable rules, regulations, and administrative decisions. If a firm is interested in preserving the confidentiality of any part of its proposal, it will not be sufficient merely to state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties. Instead, those particular sentences, paragraphs, pages, or sections that a firm believes to be exempt from disclosure under FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the reasons the materials are legally exempt from release pursuant to FOIA. Firms should not require that their entire proposal, note the majority of the proposal, be confidential. Any submitted proposal, once execution of a contract is complete and any completed contract will be considered public information. SCSU has no obligation to Page 11 of 38 initiate, prosecute or defend any legal proceeding or to seek a protective order or other similar relief to prevent disclosure of any information that is sought pursuant to a FOIA request. The contractor has the burden of establishing the availability of any FOIA exemption in any proceeding where it is an issue. In no event shall the SCSU have any liability for the disclosure of any documents or information in its possession which the SCSU believes are required to be disclosed pursuant to FOIA or other requirements of law.

#### 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 contract period will begin on or about July 1, 2023 through June 30, 2028 with the option to renew for two (2) additional two year periods. Formal award shall be in the form of a completely executed SCSU Agreement document.

#### 1.15 **RFP Terms and Conditions**

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

#### 1.16 **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.

1.17 **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.

## **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 ("ConnSCU"). The ConnSCU, 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 8,889 students. SCSU has an enrollment of approximately 5,331 full-time and 1,589 part-time undergraduate students. In addition, SCSU serves almost 858 full-time graduate students, and 1,111 part-time graduate students. Of the approximately 5,331 full-time undergraduate students, approximately 1,848 (34%) reside in ten campus residence halls.

For more information about the University please visit our website at [www.southernct.edu](http://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 perform janitorial and minor snow removal services for The Michael J. Adanti Student Center.

### **2.3 Assignment**

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

### **2.4 Service Requirements (MICHAEL J. ADANTI STUDENT CENTER)**

Level 1 of the APPA (Association of Physical Plant Administrators) Custodial Service Levels. Level 1 establishes cleaning at the highest level. This is to show quality cleaning for our prime facility.

**Please Note:** The awarded contractor must submit a staffing pattern for all shifts as part of this bid proposal.

The following are the routine work schedules for the awarded contractor. The assigned workdays may not be changed without permission of the Agency Representative(s):

- Total cleaning of the building from 8:00 am to 5:00 pm and after 7:00 pm (Monday – Friday) and after 5:00 pm on (Saturday)
- Total cleaning of the building from 2:00 pm to 7:00 pm and after 7:00 pm and after 10:00 pm (Sunday)



**Above schedule may be extended depending upon events that are scheduled throughout the course of the academic year. For example, there may be events that happen Sunday morning. The expectation is to have the cleaning in place beyond the normal hours to cover these events.**

The following duties are to be performed by the awarded contractor on a **daily basis** as noted below:

- Sweep up all Student Center main, back, and side entrances up to the common area sidewalks including handicap ramps;
- Empty front entrance ashtrays and garbage pails;
- Empty garbage and dispose to designated area;
- Clean glass doors, glass windows, and all glass work from fingerprints, smudges, etc. within arm's reach;
- High dusting- ceiling, blinds, walls, doors, vents, etc;
- Spot cleaning of furniture and carpets;
- Clean window ledges in all rooms and common areas;
- Polish all stainless steel-elevators, hand rails, water fountains, etc;
- Low dusting (Windows ledges, sills, baseboards, wooden frame work, leather couches, etc.);
- Dust, clean, and polish desks, telephone, cabinets, computers and office equipment;
- Clean conference rooms, all meeting rooms, and all rooms in the building (clean boards, arrange furniture);
- Vacuum benches;
- Vacuum all carpeted areas;
- Machine clean carpets (spots, spills, gum removal), daily if needed;
- Auto scrub all floors on a nightly basis (including ceramic and concrete);
- Sweep and mop floors not accessible by the auto scrubber;
- Sweep, mop, and clean all stairs on a nightly basis (5 set of stairs);
- Clean and disinfect all courtesy phones;
- Pick up, clean and sweep around dumpsters;
- Pick up, clean and sweep inside and outside loading dock area;
- Dust and vacuum area below granite staircase, known as 'the pit' on street level.

**A. Daily & Nightly**

- Vacuum and clean Ballroom A and B after all events, including trash removal, spot removal on carpeting;

**B. Night Cleaning**

- Cleaning of tile floor in the hallway walkway in the food court as well as the entire area outside the theater, including the TV lounge and dining area, floors, radiators, windows, vents, etc.

**C. Additional Cleaning**

- Cleaning of the table area in the entire food court during holiday, spring, and summer breaks when the food service is closed (this also includes Dunkin Donuts);
- Vacuum air vents and lights covers as needed;

- Clean and buff VCT tile behind Ballroom and at service elevator on plaza level as needed.

The following duties are to be performed by the awarded contractor on an **hourly basis** as noted below:

Bathroom cleaning and disinfecting: (cleaned and checked on a **(2 hour rotation)**)

Bathrooms cannot be closed – custodial employees must have female and male employees on every shift.

- Scrub toilets, urinals and sinks;
- Clean mirrors;
- Damp wipe walls and doors;
- Clean and disinfect showers;
- Re-fill dispensers and soap, paper towels and toilet paper;
- Sweep and mop floors (Fitness bathrooms and machine scrubbed on a daily basis).

Please note: Bathrooms must remain open and available during normal business hours for cleaning.

The following duties are to be performed by the awarded contractor on a **weekly basis** as noted below:

- High dusting (ceiling, blinds, all, doors);
- Spot clean of all sofas and couches as necessary;
- Polish all stainless steel (elevators, hand rails, water fountains, doors, telephone, etc);
- Dust and polish all wooden furniture (desks, tables, chairs, etc);
- Vacuum air vents and light covers as needed;
- Clean lockers inside and outside;
- Clean hallway facing glass windows in the bookstore and credit union;

The following duties are to be performed by the awarded contractor on a **quarterly basis** as noted below:

- Scrub and wax stairs and elevator.

The following duties are to be performed by the awarded contractor upon **Agency request**:

- Cleaning artificial plants and trees (cleaning shall be performed twice per year at a minimum);
- Wax and buff floors.

The following duties are to be performed by the awarded contractor on an **annual basis** as noted below:

- All exterior windows; including all exterior windows on floors 1, 2 and 3:

The following duties are to be performed by the awarded contractor during **winter and spring breaks** as noted below:

- “Deep Cleaning” of all areas in the entire building including, but not limited to, shampooing of all carpeting, cleaning of light fixtures, cleaning of vent covers and registers, cleaning of all interior glass in all stairwells;
- Strip wax of all hard floors including, but not limited to, stairwells, hallways and the catering preparation area in the rear of the ballroom.

## 2.5 **Fitness Center**

The following duties are to be performed by the awarded contractor on a **daily basis** as noted below:

- Vacuum rubber floors;
- Auto scrub rubber floors on a **nightly basis**;
- High dusting and low dusting ;
- Clean all mirrors;
- Clean office (empty garbage, dust desk, telephone, computer);
- Clean glass doors (entrance and office);
- Vacuum carpeted office;
- Provide clean towels to Fitness Center Staff for cleaning of machines;
- Clean and disinfect bathrooms, refill dispensers, clean and disinfect showers, toilet stalls, clean lockers;
- Lockers in the men’s and women’s room must be cleaned and disinfected nightly;
- Remove and clean and disinfect shower mats.

## 2.6 **Common Area Study rooms, Plaza Level, TV Lounge and Game Room:**

The following duties are to be performed by the awarded contractor on a **daily basis** as noted below:

- Clean tables;
- Window sills;
- Vacuum carpeted areas;
- Spot removal on carpets;
- Auto Scrub floors on a **nightly basis**;
- Empty garbage.

## 2.7 **Theater**

The following duties are to be performed by the awarded contractor on a **daily basis** as noted below:

- Empty trash;
- Vacuum carpeted areas;
- Sweep and mop;
- Spot removal on carpeting;
- Clean theater seating including spot removal and the back of chairs.

2.8 **Cleaning of the Computer Room**

The following duties are to be performed by the awarded contractor on a **daily basis** as noted below:

- Clean entrance glass doors;
- Clean all computers;
- Dust desks, tables and chairs;
- Empty garbage;
- Vacuum carpeted areas;
- Spot removal on carpeting.
- Cleaning of Room 202

2.9 **Additional Requirements**

The following duties are to be performed by the awarded contractor on a **daily basis** as noted below:

- Empty paper recycle bins to loading dock bins;
- Cleaning is all inclusive of whatever needs to be cleaned within all areas that the University community has access to except the Bookstore and Credit Union on the street level floor;
- Empty all trash and garbage within the building except for the Food Court, Bookstore and Credit Union.

**As Required:**

- Snow removal up to the common area sidewalks where the entrances and exits are to the building when weather warrants service. No calcium products are to be used on the outdoor surfaces.

2.10 **Equipment on site**

Awarded contractor must maintain a walk behind floor sweeper, floor scrubber, carpet shampooer, extractor, floor dryer (fan) and vacuums in good working order, on site.

2.11 **Identification**

The awarded contractor shall make arrangements with the agency representative for the issuance of identification badges for their employees prior to commencing work. The identification badges must be worn at all times while on campus.

2.12 **Cell Phone Communication**

The awarded contractor must provide two-way radio communication between the Adanti Student Center staff and the on-site custodial supervisor during all shifts.

2.13 **Supervision**

- The awarded contractor shall provide an on-site supervisor to oversee the activities and the performance of all obligations under this contract;

- A supervisor must be on the job site during open building hours while their staff is working to ascertain that all personnel are performing in accordance with the specifications of this contract. The working supervisor shall also certify that each area is cleaned and maintained in accordance with the provisions of this contract;
- The supervisor on each shift must have proficient English oral and written communication skills so that effective dialogue can take place between the supervisor and the Adanti Student Center staff;
- The awarded contractor shall supply a competent and thoroughly trained supervisor to check, inspect, and maintain records of all work performed. The supervisor shall possess and demonstrate a thorough knowledge and understanding of the designated work assignments of the tools and equipment employed in the execution of this contract, and of the rules, regulations and standards of SCSU.

#### 2.14 **Background Checks**

Awarded contractor shall, at its own expense, provide the University with a national criminal background check of each employee to be assigned, before employee is to begin work on site. Awarded contractor shall be responsible to provide all background check reports to the University Agency Representative (s) within ten (10) days. Awarded contractor's employees may be rejected by the University based on these background checks.

#### 2.15 **Standards of Conduct**

SCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety, and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

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

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

## 2.16 **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 hold harmless Southern Connecticut State University, the Board of Trustees for the Connecticut State University, its agents and the State of Connecticut from claims, suits, actions, damages and costs of every nature and description, arising out of or resulting from the awarded contractor's performance of the contract.

## 2.17 **Site Conditions**

All work must be performed in a safe manner. The awarded contractor shall at its sole expense immediately correct any dangerous conditions caused by or as a result of the awarded contractor's work. In the performance of the awarded contractor's services, any and all dangerous conditions shall be immediately reported to the Agency Representative.

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

If any shutdown of services is required, the awarded contractor shall contact the Agency Representative prior to shutdown

The awarded contractor shall remove all rubbish and dispose of all debris from the work site. The disposal of such materials shall not be on the University's premises

Parking spaces for the awarded contractor shall be arranged with the Agency Representative.

2.18 **Purchase Orders**

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

2.19 **Billings & Payments**

Payment shall be made after services have been successfully performed with the approval of the Agency Representative or appointed designee(s). The University will not process any invoice for the payment of services unless the invoice is accompanied by the appropriate certified payroll. Invoices shall be on company stationery and shall be type faced. Hand written invoices shall be deemed unacceptable by the University and shall not be processed for payment. Each invoice shall note the applicable Purchase Order Number for proper payment processing. Invoices shall be sent to:

Michael J. Adanti Student Center  
345 Fitch Street.  
New Haven, Connecticut 06515  
Attn: Brad Crerar

2.20 **Equipment**

The awarded contractor shall have adequate inventory and equipment to perform services in accordance with specifications.

2.21 **Cancellation**

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

## **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.

### **3.2. Proposer Qualifications and Information**

The specifications in Part III 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.

The following specifications are to be addressed in the Vendor's response.

- a. Describe, in detail, your understanding of the objectives of this RFP and your understanding of issues related to (or the importance of) janitorial and minor snow removal services, specifically as they relate to higher education.
- b. Describe, in detail, your proposed plan of action if you were awarded this contract, including time line with goals, objectives, tasks, list of SCSU principals and resources you would need access to, etc.
- c. The ideal vendor will have primary experience with janitorial and minor snow removal services for higher education institutions. Describe and explain your qualifications in providing janitorial and minor snow removal services to higher education institutions similar in nature and scope of SCSU.
- d. Fee structure. Provide an itemized cost for each component as well as an estimated total cost for the entire solution. Note that SCSU will not bind any proposal to the estimated total cost but we do require it for budgetary purposes.
- e. 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 resources to take on the resulting contract? Explain.

Along with a narrative addressing how your firm would address each of the phases outlined above, responses to this RFP shall include at least the following information:



- f. Include the full name and address of your organization.
- g. Include name of the lead professional personnel to be assigned to the SCSU project, including a brief resume (relevant education, experience and any pertinent certifications, degrees etc.).
- h. Include a brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP.
- i. List of educational entities, municipalities or similar other entities with which your firm has provided similar services during the past five years. Include a brief description of the activities and a list of names, addresses, phone numbers, contact persons and their relationship to activities.
- j. Provide locations and details of a project(s) similar to this in the past five years.
- k. Include any topics not covered in the Request for Proposal which you wish to disclose which further describes your firm's level of qualification for this project.
- l. Disclose and describe any civil or criminal actions in which your firm or its parent or subsidiaries are currently responding or to which it responded in the last two years.
- m. Provide 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.
- n. 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 this RFP will 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 contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

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), and references. 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. Each criterion will be evaluated using a point range and then multiplied by a weighted factor to be determined by the committee prior to the due date of the RFP responses.

- Demonstrated understanding of the objectives of this RFP
- Demonstrated ability, based on experience, qualifications and references, to provide the services requested
- Proposed plan of action including time line with goals, objectives, tasks, etc.
- Demonstrated experience in working with higher education institutions
- Relative proximity of vendor location to the SCSU campus
- Fee structure
- 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.

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

**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 submitted electronically to Procurement Services at [procurement@southernct.edu](mailto:procurement@southernct.edu).

**Please be sure to include the title and RFP Number of the RFP you are responding to in the subject line of your e-mail.**

Title of Proposal:	Custodial & Janitorial Services including Minor Snow Removal for the Michael J. Adanti Student Center
RFP Number:	RFP 23-SCSU-08
Proposal Due Date:	2:00 P.M., June 14, 2023

No telephone proposals will be considered.

- B. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- C. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- D. 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.
- E. 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.
- F. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- G. 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.
- H. 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)
- I. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.

- J. SCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- K. 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.
- L. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to: [purchasing@southernct.edu](mailto:purchasing@southernct.edu)

## Appendix III. PROPOSAL CERTIFICATION

### RFP 23-SCSU-08

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.

We, the undersigned, in compliance with the Request for Proposal for Janitorial and Minor Snow Removal Services, hereby agree to the following fees.

Monthly cost, inclusive of all costs, expenses, etc, invoiced monthly      \$ \_\_\_\_\_

Firm \_\_\_\_\_

Authorized \_\_\_\_\_

Signature \_\_\_\_\_

Commissioner of the Superior Court  
Notary Public

Title \_\_\_\_\_

Date \_\_\_\_\_

## Appendix IV - Nondiscrimination Certification

- (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, status as a veteran, 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 ensure 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, status as a veteran, 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.

- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

## **Appendix V - Campaign Contributions Restrictions**

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "SEEC Form 10:" [Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations.](http://www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf) [www.seec.ct.gov/Portal/data/forms/ContrForms/seec\\_form\\_10\\_final.pdf](http://www.seec.ct.gov/Portal/data/forms/ContrForms/seec_form_10_final.pdf)

## **Appendix VI - RFP Response Checklist**

The following must be returned with your proposal response:

### **RFP Forms –**

- ( ) References (Appendix I)
- ( ) Proposal Certification Sheet (Appendix III)
- ( ) Pricing Document (if applicable)
- ( ) 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 –**

- ( ) Form 2. Consulting Agreement Affidavit <http://www.ct.gov/opm/site/default.asp>
- ( ) W-9 Taxpayer Identification Number and Certification –  
<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

**READ CAREFULLY**

BID NO.: <b>RFP 23-SCSU-08</b>	BID OPENING DATE: <b>6/14/2023</b>	BID OPENING TIME: <b>2:00pm</b>	SURETY AMOUNT: <b>N/A</b>	DATE ISSUED: <b>05/26/2023</b>
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION: **Custodial & Janitorial Services including Minor Snow Removal for The Michael J. Adanti Student Center**

TERM OF CONTRACT/DELIVERY DATE REQUIRED **Initial Term: July 1, 2023 – June 30, 2028**

Cynthia Shea-Luzik      05/26/2023  
 Cynthia Shea-Luzik      Date  
 Manager, Procurement Services  
 Email : [shealuzik1@southernct.edu](mailto: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**

<b>COMPLETE</b> 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 <b>CURRENTLY A DEPARTMENT OF ADMINISTRATIVE SERVICES CERTIFIED SMALL BUSINESS ENTERPRISE:</b> <input type="checkbox"/> Yes ( <b>ATTACH CERTIFICATE TO BID</b> ) <input type="checkbox"/> No			
IF YOUR BUSINESS IS A <b>PARTNERSHIP</b> , YOU <b>MUST</b> ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.			
IF YOUR BUSINESS IS A <b>CORPORATION</b> , IN WHICH STATE ARE YOU INCORPORATED?			
IF YOU ARE A <b>STATE EMPLOYEE</b> , INDICATE YOUR POSITION, AGENCY & ADDRESS:			
HAS YOUR BUSINESS RECEIVED FUNDING FROM THE SMALL BUSINESS ADMINISTRATION? <input type="checkbox"/> Yes <input type="checkbox"/> No			
<b>REMITTANCE INFORMATION, IF DIFFERENT FROM ABOVE</b>		2023	

## EXHIBIT A

### GENERAL STATE CONTRACT PROVISIONS:

#### 1. Statutory Authority:

Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and /or 10a-151b provides the constituent unit with the authority to enter into contracts in the pursuit of its mission.

#### 2. Professional Standards:

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

#### 3. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes, regulations and laws, including, but not limited to, the Gramm-Leach-Bliley Act, the Family Educational Rights and Privacy Act ("FERPA") and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

#### 4. Claims Against the State:

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

#### 5. Forum and Choice of Law:

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

#### 6. Sovereign Immunity:

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

#### 7. Indemnification and Insurance:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts of the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning (i) the confidentiality of any part of or all of the Contractor's bid or proposal, and (ii) records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, or Goods furnished or used in the performance of the Contract. For purposes of this provision, "Goods" means all things which are movable at the time that the Contract is effective and which includes, without limiting this definition, supplies, materials and equipment.
- (b) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (c) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have merely contributed in part to the Acts giving rise to the claims. The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability solely from the negligence of the State or any other person or entity acting under the direct control or supervision of the State.

- (d) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall cause the State to be named as an additional insured on the policy and shall provide (1) a certificate of insurance, (2) the declaration page and (3) the additional insured endorsement to the policy to the Client Agency all in an electronic format acceptable to constituent unit prior to the effective date of the Contract evidencing that the State is an additional insured. The Contractor shall not begin performance until the delivery of these three (3) documents to constituent unit. Contractor shall provide an annual electronic update of the three (3) documents to constituent unit on or before each anniversary of the Effective Date during the Contract term. State shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the State is contributorily negligent.
- (e) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

#### 8. Termination:

- (a) Notwithstanding any provisions in this contract, constituent unit, through a duly authorized employee, may terminate the contract whenever constituent unit makes a written determination that such termination is in the best interests of the State. Constituent unit shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, constituent unit, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
  - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which constituent unit sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If Constituent unit believes that the Contractor has not performed according to the contract, constituent unit may withhold payment in whole or in part pending resolution of the performance issue, provided that constituent unit notifies the Contractor in writing prior to the date that the payment would have been due.
- (c) Constituent unit shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to constituent unit for purposes of correspondence, or by hand delivery. Upon receiving the notice from constituent unit, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to constituent unit all records. The records are deemed to be the property of constituent unit and the Contractor shall deliver them to constituent unit no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from constituent unit for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from constituent unit, the Contractor shall cease operations as constituent unit directs in the notice, and take all actions that are necessary or appropriate, or that constituent unit may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which constituent unit directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) Constituent unit shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by constituent unit in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and constituent unit is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by constituent unit, the Contractor shall assign to constituent unit, or any replacement Contractor which constituent unit designates, all subcontracts, purchase orders and other commitments, deliver to constituent unit all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as constituent unit may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, constituent unit may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by constituent unit.

#### 9. Nondiscrimination:

- (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, status as a veteran, 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 ensure 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, status as a veteran, 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.
- (i) Pursuant to subsection (c) of section 4a-60 and subsection (b) of section 4a-60a of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this section and that it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such sections. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

#### 10. Executive Orders and Other Enactments:

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

#### 11. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

#### 12. Campaign Contribution restrictions:

For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value in a calendar year of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Contract represents that they have received the State Elections Enforcement Commission's notice advising state contractors





17. Iran Energy Investment Certification:

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

18. Disclosure of Records:

This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

19. Whistleblower:

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

20. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor's fiscal year. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to constituent unit for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: *The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide constituent unit with copies of all independent auditors' reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.*

21. Confidential Information:

(a) The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

(b) For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

22. Force Majeure:

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence ("Force Majeure"). Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, war, embargo, pandemics, epidemics, public health events of

international concern ("PHEIC"), supply chain delays from countries or regions effected by PHEIC, governmental actions or orders (e.g., quarantine restrictions, travel restrictions, limitations on public gatherings, etc.), strikes, boycott, lockout, accident, explosion, riot, insurrection, terrorist act, Act of God, acts of governmental authority, or unusually severe weather.

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, constituent unit may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, constituent unit shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

23. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and constituent unit at reasonable times.

24. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

25. Contractor's Standards of Conduct:

(a) In order to insure the orderly and efficient performance of duties and services at constituent unit locations and to protect the health, safety and welfare of all members of constituent unit's community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on constituent unit campus including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of constituent unit rules and procedures;
- vi. Unauthorized use of constituent unit vehicles, equipment or property;
- vii. Use of constituent unit telephones for personal business;
- viii. Removal or theft of constituent unit property;
- ix. Unauthorized duplication or possession of constituent unit keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the constituent unit community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

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

26. References to Statutes, Public Acts, Regulations, Codes and Executive Orders:

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

27. Entire Agreement:

This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by constituent unit. This contract may not be changed other than by a formal written contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

**I. ACCEPTANCE OF AGREEMENT**

IN WITNESS WHEREOF, the parties have executed this Contract by their duly authorized representatives with full knowledge of and agreement with its terms and conditions.

**ENTER INSTITUTION NAME**

**ENTER CONTRACTOR NAME**

By: \_\_\_\_\_ By: \_\_\_\_\_  
Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_ Date: \_\_\_\_\_

**By the Connecticut Attorney General** (approved as to form)

By: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**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.

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**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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