



REQUEST FOR PROPOSAL

**Landscaping Services
at
Southern Connecticut State University**

SBE 22-SCSU-06

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

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

Date: April 05, 2022

REQUEST FOR PROPOSAL

SBE 22-SCSU-06

Summary

Issue Date: April 5th, 2022

Title: Landscaping Services for Southern CT State University

Issuing Agency: Southern Connecticut State University

Period of Contract: The term of this bid is for a three (3) year period from Date of Award. The resulting award shall have the option at the discretion of Southern Connecticut State University to renew for four (4) additional one-year periods.

Mandatory Pre-proposal Meeting: April 11, 2022 at 10:00 a.m. 3rd floor, Facilities Operations and Planning Building, 615 Fitch Street, Hamden, Ct 06514

Questions due: April 13th, 2022 at 12:00PM

Answers due from SCSU: April 18th, 2022 at 12:00PM

Proposal submission deadline: April 21st, 2022 at 2:00pm (E.S.T.)

Sealed proposals are to be delivered to: Cynthia Shea-Luzik
Procurement Services
Southern Connecticut State University
E-Mail: shealuzik1@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 qualified contractors to perform landscaping services as described in the RFP.

1.2 Authority

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

1.3 RFP Organization

This RFP is organized into the following sections:

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

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

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

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

1.4 Submission of Questions

Contractors may submit questions or requests for clarification via email to shealuzikc1@southernct.edu. **The deadline for submission of questions is 12:00 p.m., Wednesday, April 13th, 2022 (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 Monday, April 18th, 2022, through an addendum, via State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). **Note that any addenda issued will be posted on the Department of Administrative Services Contracting Portal, address www.das.ct.us.** Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.5 Submission of Proposals

Contractors shall electronically submit their proposal to Procurement Services at the email address, procurement@southernct.edu. E-Mailed bids received after 2:00PM, Thursday, April 21st, 2022 will not be accepted, with the University being the sole arbiter on the acceptance of a bid. The University shall not be held responsible for errors in transmission or any situation which prevents a bid from being delivered electronically prior to 2:00 PM. For proper identification, bidders are asked to note the bid number and project name on the subject line of the e-mail.

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

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

The outside cover of the package containing the proposal shall be marked:
“**SBE 22-SCSU-06 Landscaping Services at Southern Connecticut State University**” 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.**

1.6 **Costs for Proposal Preparation**

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

1.7 **Disqualification of Proposals**

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

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

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

1.8 **Rights Reserved**

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

1.9 **Final Contract**

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

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

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

1.10 **Inspection of Proposal and Confidential Information**

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

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

1.11 **Contract Invalidation**

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

1.12 **Term of Contract**

The contract period will serve a three (3) year period from Date of Award. The resulting award shall have the option, at the discretion of Southern Connecticut State University, to renew for four (4) additional one-year periods. **Formal award shall be in the form of a completely executed SCSU Agreement document.**

1.13 **Fees**

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

All requests for a price adjustment shall be sent to SCSU Procurement Services' email address at procurement@southernct.edu.

Section 2 – Scope of the Work

2.1 Scope:

Southern Connecticut State University (“SCSU” or “the University”) is soliciting proposals for a qualified professional landscaping contractor to perform landscaping services. The awarded contractor is responsible for providing all services and equipment required to perform the services needed. These services include, but not limited to, bed edging, weeding, mowing, trimming, cleaning of all sidewalks and removal of grass clippings and leaves.

For purposes of this RFP, Spring shall be defined as April 1st through May 31st. Summer as June 1st through September 15th and Fall as September 16th through November 30th.

2.2 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 8,788 students. Almost ninety-five percent (95%) of SCSU’s students are residents of the State of Connecticut. SCSU has an enrollment of approximately 5,644 full-time undergraduate students. In addition, SCSU serves 1,988 matriculated graduate students. Of the approximately 5,644 full-time undergraduate students, approximately 1,678 reside in nine campus residence halls.

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

2.3 AGENCY REPRESENTATIVES:

The awarded contractor shall perform all listed services under the direct supervision of the University’s Agency Representatives. The Agency Representatives are:

Mr. Richard Cogswell, Jr.
Director of Custodial and Grounds Services
Southern Connecticut State University
501 Crescent Street
New Haven, CT 06515
(203) 392-6052
cogswellr1@southernct.edu

Mr. Jeffery Payne
Associate Director of Custodial and Grounds Services
Southern Connecticut State University
501 Crescent St.
New Haven, Ct. 06515
(203) 392-6833
paynej3@southernct.edu

2.4 CONTRACT TERMS:

The contract period for the described services shall be for three (3) years with the option to renew, at the discretion of the University, for four (4) additional one-year periods.

An evaluation screening committee for this RFP will select the contractor that will best meet the needs of the University. The awarded contractor must be prepared to start providing services by July 1, 2022.

2.5 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 Services (DAS) Supplier Diversity Program must be submitted with your proposal.

2.6 MANDATORY PRE-BID:

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 in the Facilities Operations and Planning Building, 615 Fitch Street, Hamden, Ct 06514, 3rd floor conference room 307 at **10:00 a.m., April 11, 2022. Bidders not attending the pre-bid meeting shall be disqualified from the bid selection process.**

2.7 PRICING:

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

2.8 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.

Contractors shall submit certified payrolls to the Agency Representative on a quarterly basis. The failure to submit the certified payroll may result in delay of payment.

2.9 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.

2.10 BID PROPOSAL REQUIREMENTS:

A. Contractor's proposal in response to this RFP must be made in the official name of the firm or individual under which business is conducted (showing official business address) and must be signed by a person duly authorized to legally bind the person, partnership, company, or corporation submitting the bid proposal.

- B. It is the vendor's responsibility to check the SCSU or DAS web site for any addendums to this bid. This information can be viewed by accessing www.southernct.edu/purchasing/bids or <https://portal.ct.gov/DAS/CTSource/ContractBoard> .

2.11 SERVICE REQUIREMENTS:

- A. Awarded contractor must furnish all labor, material and equipment needed to meet the specifications of work. All work shall be performed in a professional manner, using quality equipment and materials, all of which must be maintained and operated by the awarded contractor.
- B. Awarded contractor shall not store any equipment, materials or supplies on SCSU property WITHOUT PRIOR APPROVAL from the Agency Representative.
- C. All chemicals used by the awarded contractor must be approved for use by the State of Connecticut DEEP and registered with EPA. Only licensed applicators may apply chemicals. Awarded contractor should furnish the University with verification of licensing requirements and MSDS forms prior to application.
- D. Awarded contractor will be responsible for all field measurements.
- E. Awarded contractor is expected to hold all necessary licenses and registrations for the application of pesticide, herbicide, fungicide, fertilizer and similar chemicals/substances. Furthermore, the awarded contractor is required to be familiar with agronomic principals including but not limited to general maintenance, equipment use and care, soil chemistry, turfgrass species, identification of weeds, diseases and insects and their control or elimination.
- F. Awarded contractor must be of sufficient size and capacity to handle all aspects, requests, and demands of the University in the most efficient, safe and expeditious manner.
- C. Awarded contractor may be required to work evening and/or weekends, at no additional cost, in order to meet University's operational needs and to minimize interference with normal University operations.
- H. Awarded contractor shall be responsible for composting all leaves and grass clippings at a State approved facility. Awarded contractor must provide the name, address and phone number of the processing facility used for recycling and also provide monthly cubic yardage figures by the 10th of each month to the attention of SCSU's Recycling Coordinator, Heather Stearns (stearnsh1@southernct.edu), 203-392-6931. For a list of registered leaf composting sites, go to the following link: http://www.ct.gov/dep/cwp/view.asp?a=2718&q=325372&depNav_GID=1645

2.12 REQUIRED SERVICES:

Under the terms of this agreement, the awarded contractor shall be responsible for the services listed below. These services shall be part of the basic agreement between the awarded contractor and SCSU:

LANDSCAPING SERVICES

- A - General Cleanup/Fall Cleanup
- B - Lawn Care: Cutting, Trimming, Edging locations
- C - Shrub/Tree Care
- D - Lawn Fertilization, Weed, Disease, Insect Control
- E - Irrigation
- F - Flower Beds
- G - Geese Control

A - General Cleanup

(Early April--/mid-April)- General cleanup of all designated areas in preparation for subsequent landscaping operations. Includes, but not limited to, raking/removal of leaves, litter, weeds, sand, brush, etc. from lawns, shrubs, and tree beds; repair ruts from plow damage on lawn locations listed below (to include raking out, top dressing and seeding).

Deep edge all shrub/tree beds (to also include free standing trees) and mulch with a minimum of 3" of mixed hardwood mulch. NO volcano mulching.

LAWN LOCATIONS:

- Facilities Operations
- Fitch St. Parking Garage
- Adanti Center
- Neff
- Hickerson
- West Campus Residence Hall
- West Campus Parking Garage
- Engleman "D" Courtyard
- Wintergreen Parking Garage
- School of Business
- Nursing Dept. Building
- Buley Library (Fitch St. side)
- New Science Building *
- Buley Library *

* These locations are listed for informational purposes only. Contractors should not include pricing for these areas in their RFP response.

Shrub/Tree beds: all of the above and the following:

- Olympic Walkway
- Moore Fieldhouse (to also include beds bordered by Wintergreen Ave. and Grossfeld Circle).
- Jess Dow Field (behind concession stand).
- Wintergreen

- Lang
- Orlando
- Alumni (to also include rear walkway and lg. beech tree in front of property).
- Conn Hall (to also include the “moat” and sloped beds on either side of footbridge).
- Adanti Center (to also include all free-standing trees on property and concrete planters).
- Lot 12 (to also include beds on either side entrance to the lot, islands and sloped bed leading from Lot 12 up to TE-8).
- Lyman
- Earl (to also include free-standing bed between Lyman and Earl).
- Engleman (to also include all raised planters).
- Jennings/Morrill
- Pelz Gym—west-facing foundation beds (including raised planter near front entrance, north-facing semi-circular areas inside fence line and also the beds on either side of entrance to parking lot).

Fall Cleanup (mid/late November)—possibly extending to mid-December if weather allows.

Rake, blow, remove all leaves, litter, weeds, and other debris from lawns, shrub/tree beds for all above listed areas.

B - Lawn Care Cutting, Trimming, Edging locations

- Facilities Operations
- Fitch St. Parking Garage
- Adanti Center
- Neff
- Hickerson
- West Campus Res. Hall
- West Campus Parking Garage
- Engleman “D” Courtyard
- Wintergreen Parking Garage
- School of Business
- Nursing Department Building
- Buley Library (Fitch St. side).
- *Buley Library
- *Science Building

*These locations are listed for informational purposes only. Contractors should not include pricing for these areas in their RFP response.

Cutting heights: Spring/Fall - 2 1/2“
 Summer - 3”

Frequency: all lawn areas listed above must be cut at a minimum of once per week;

awarded contractor responsible for removing clippings from sidewalks, parking lots, streets after each cutting.

Trimming—all areas listed above including, but not limited to, tree wells, buildings, fenceposts, flagpoles, light poles, monuments, signs, curbing, walkways. To be maintained at approximately the same height as the adjacent mowed areas after each cutting.

Edging-around curb lines, sidewalks, driveways, parking lots to be performed at a minimum of twice per month

C - Shrub/Tree Care

Awarded contractor responsible for submitting detailed plans for maintaining all shrub/tree beds as listed in the "**General Cleanup**" section.

Plans should include, but not be limited to, weeding, fertilizing, insect and disease control, litter removal, edging, pruning, trimming, removal of deadwood, turning over and freshening mulch material when it becomes matted down or washed out; additional top dressing as necessary.

Litter-on a weekly basis at a minimum

Edging- minimum of twice per month

Pruning/Trimming (shrubs only)-according to particular shrub species, at a minimum of once per year, which awarded contractor responsible for identifying. The intent is to maintain their aesthetic qualities, keep the plant inbounds and to maintain shape and form while encouraging new growth.

D - Lawn Fertilization, Weed, Disease, Insect Control:

Awarded contractor responsible for submitting detailed plans for lawn fertilization, weed, disease and insect control for the following lawn areas:

- Facilities Operations
- Fitch St. Parking Garage
- Pelz Gym
- Jennings/Morrill
- Engleman Hall (to also include grass on north-side by parking lots and "D" courtyard).
- Academic Quad
- Lyman (to also include large island in front of building)
- Earl (west-side)
- Fitch St. (from Wintergreen Ave. to parking garage from street curbing to parking lots).
- Adanti Center
- Conn Hall
- Admissions (to also include area between driveway and Lot 3 fence line).
- Orlando
- Lang
- Wintergreen

- Moore Fieldhouse
- Jess Dow practice fields and lawn areas inside Dow field proper
- Neff
- Hickerson
- West Campus Residence Hall
- West Campus Parking Garage
- Wintergreen Parking Garage
- School of Business
- Nursing Department Building
- Buley Library
- H.H.S. Building
- *Hilton C. Buley Library
- Science Building

Awarded contractor responsible for taking soil samples of above areas providing Agency Representative with soil samples analysis of each area along with any recommendations for treatment.

Awarded Contractor must submit an IPM program with the bid submittal, in accordance with Connecticut State Statutes Section 22a-66I. Awarded contractor should consult with the DEEP Pesticide Management for technical assistance if needed.

Awarded contractor will be responsible for all field measurements.

Awarded contractor must perform work during times designated by the Agency Representative, in consideration of University's operating hours. Weekend and evening hour may be required, at NO ADDITIONAL COST TO THE SCSU.

Material Safety Data Sheets (MSDS) must be furnished to the Director of Environmental Health and Safety and approved before any materials are brought on to or used on the campus.

The awarded contractor shall be required to provide forty-eight (48) hours' notice to the University when applying pesticides.

E - Irrigation

Awarded contractor responsible for monitoring irrigated areas for proper water coverage, application rates and system failure and to immediately notify the Agency of any problems as they occur. The systems will be opened in the Spring and winterized in the Fall by the awarded contractor only after consultation with the Agency rep. and in coordination with the Agency Plumbing Dept. Repairs to the system will be performed by the awarded contractor on a time and material basis, unless damage was caused by the awarded contractor. Awarded contractor responsible for setting/re-setting irrigation clock timers resultant from, but not limited to, changing weather conditions, power outages and special event activities.

Irrigation systems are located in the following areas:

- Facilities Operations
- Fitch St. Parking Garage
- Pelz Gym (west-facing lawn)
- Jennings/Morrill
- Engleman Hall
- Academic Quad
- Lyman Center (including large island in front of building).
- Earl (west-facing lawn)
- Adanti Center
- Conn Hall
- Jess Dow Practice Fields
- West Campus Residence Hall
- West Campus Parking Garage
- Residence Halls Quad(s).
- Chase Hall (front and side areas)
- Wilkinson Hall (front and side areas)
- Dorm Drive Island Strip
- Wintergreen Parking Garage
- Nursing Department Building
- Buley Library (Fitch St. side).
- *Hilton C. Buley Library
- *Science Building

*These locations are listed for informational purposes only. Contractors should not include pricing for these areas in their RFP response.

F- Flower Beds

Awarded contractor to provide an all-inclusive price for providing, planting, servicing, maintaining and removal of seasonal flowers at the following locations:

- Crescent St. sign (near Roger White Dr.)
- Fitch and Crescent St. (cube sign)
- Adanti Center (concrete planters)
- Fitch St. sign (fronting Morrill Hall).
- Wintergreen Ave. sign (fronting Moore Fieldhouse).
- Farnham Ave. sign (fronting Admissions House).
- Pine Rock Ave. sign (fronting North Campus mid-rise).
- Farnham and Wintergreen Ave. (2 beds by crosswalk—Conn Hall side of street).
- Fitch and Pine Rock Ave. (raised planter with yews).
- Pelz raised planter front left of building.
- Fitch St. Parking Garage Sign
- Nursing Department Building

- *Science Building
- *Buley Library

*These locations are listed for informational purposes only. Contractors should not include pricing for these areas in their RFP response.

Servicing and maintaining of above flowers include, but not limited to, providing, planting, watering, mulching, fertilizing, weeding, disease and insect control, litter removal, edging, deadheading and replacing dead material.

Agency must approve the flower selections, colors, variety, size (6" and 10") and planting patterns. NO material or plantings should block signage lettering or lighting.

G - Geese Control

Awarded contractor to furnish separate prices for sweeping/removal and disposal of goose droppings and application of Flight Control for the Jess Dow practice football field, lawn areas in and around the football field, the throwing areas, the lower field behind the tennis courts, the rugby field.

Contractor shall also submit a square foot unit price each for sweeping/removal/disposal of goose droppings and for application of Flight Control in other areas not listed above.

Goose droppings cannot be disposed of on campus.

2.13 SUSTAINABILITY/ENVIROMENTAL PROGRAMS

A large part of the University's green or sustainability efforts revolve around landscaping services. The Awarded Contractor shall work with the University to meet or exceed its commitments to increase local, organic and sustainable procurement. The contractor shall work with the University to continue progress in this area throughout the contract, with discussions and analysis pertaining to consideration of cost, benefit supply and demand.

The Proposer should describe in detail how they will assist the University in its sustainability efforts. Proposals should include specifics on how the Proposer shall incorporate recycling and composting of waste, as well as the use of small wares and consumables made from recycled content. Refer to Appendix VII for specific State of Connecticut Laws regarding sustainability and the purchase of sustainable products.

2.14 INSPECTION:

The awarded contractor's working supervisor must inspect the job site continuously throughout the day to ascertain that all personnel are performing in accordance with the specifications of the contract. The working supervisor shall also be available to perform a walk-thru with the Agency rep(s) at times determined by the University.

2.16 PROPOSAL REQUIREMENTS:

Describe how your organization can assist the University in the implementation of a landscaping program for Southern Connecticut State University. Please include in your proposal a written narrative statement that will contain:

- Experience in providing the services described herein. Include a description of your proposed landscaping program and experiences significant to your firm's development and implementation of a landscaping program with an emphasis on higher education.
- An outline of the process for developing and implementing an effective landscaping program specifically for the University.
- Provide a list of client references you have worked with for more than one year, include contact name, address and phone number for each operation. Higher education customers should be emphasized. The awarded contractor shall have at least five (5) years' experience in the field of landscaping services.
- Provide a schedule of costs related to the scope of services for SCSU alone.

2.17 IDENTIFICATION:

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

2.18 SUPERVISION:

- A.** The awarded contractor shall provide an on-site supervisor to oversee the projects and the all obligations under the resulting contract. 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 the rules, regulations and standards of the University.
- B.** The supervisor must contact the Agency rep at the start of the workday to review their plans and to discuss any special problem area(s), etc.
- C.** The supervisor shall have at least five (5) years' experience in the field of landscaping at a supervisory level. Bid respondent shall submit current resume of the on-site supervisor along with bid response.

2.19 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. Non-smoking campus;

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.

2.20 CELL PHONE COMMUNICATION:

The awarded contractor shall be responsible for providing cellular phone equipment, service plans and other associated costs to their staff while working on-site at the University. The cell phone number of the on-site supervisor shall be provided to the Agency Representative.

2.21 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:

- o Commercial General Liability:
 - o \$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.
- o Automobile Liability:
 - o \$1,000,000 combined single limit per accident for bodily injury.
- o Workers Compensation and Employers Liability:
 - o Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease, policy limit, \$100,000 each employee.

Additional Insured Provision

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

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

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

2.22 WORKING HOURS:

For bidding purposes, normal working hours are considered to be between 7:00 A.M. and 3:00 P.M., Monday through Friday. The awarded contractor will not cut grass or perform other loud services around campus dormitories before 9:00 a.m. or around classroom buildings when classes are in session. The assigned workdays may not be changed without permission of the Agency Representative.

2.23 SITE CONDITIONS:

- A.** 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.
- B.** 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.
- C.** If any shutdown of services is required, the awarded contractor shall contact the Agency Representative prior to shutdown
- D.** 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
- E.** Parking spaces for the awarded contractor shall be arranged with the Agency Representative.
- F.** The awarded contractor is solely responsible for complying with all safety and health regulations, including but not limited to site specific safety policies and procedures, programs, training, and equipment provided to their employees.

2.24 PURCHASE ORDERS:

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

2.25 BILLING & PAYMENTS:

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

Facilities Planning & Facilities Operations
615 Fitch Street
Hamden, CT 06514
Attn: Pat Turner

2.26 EQUIPMENT:

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

2.27 CANCELLATION:

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

Section 3 – Proposal Requirements

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 how your firm proposes to meet the objectives and scope of work. Proposals should include a narrative that addresses the scope of work and demonstrates your understanding of SCSU's service needs and requirements.
- 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 performing the services outlined in the Scope of Work for higher education institutions. Describe and explain your qualifications in providing these services to higher education institutions similar in nature and scope of SCSU.
- d. Fee structure. The University requires a pricing structure be in place concerning the development and implementation of this project. Proposers shall submit a pricing structure consistent with the scope of work and completion of this project. (See Appendix VII) All pricing shall be firm fixed pricing. Proposals that contain cost-plus or non-fixed fee pricing structures shall not be accepted. Pricing shall include all costs associated with the Scope of Work described in Section 2 of this RFP.
- e. Include the full name and address of your organization.
- f. Include the 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.).
- g. Include a brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP.
- h. 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.
- i. Provide locations and details of a project(s) similar to this in the past five years.
- j. 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.
- k. 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.
- l. 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.

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, 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

- The ability to effectively manage and perform the requested services;
- The background, credentials, and recommendation of references;
- Suitability and quality of the overall proposal;
- The cost of the services;
- Appointed supervisor's level of experience;
- Possession and quality of equipment necessary to meet specifications;
- Sustainability /Environmental Programs

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>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
<u>E-Mail address</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.

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:	Landscaping Services for Southern Connecticut State University
RFP Number:	SBE 22-SCSU-06
Proposal Due Date:	2:00 P.M., April 21st, 2022

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:

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

Appendix III. PROPOSAL CERTIFICATION

SBE 22-SCSU-06

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 Elevator Maintenance, hereby agree to the fees included in Exhibit B "Price Schedule".

Firm _____

Authorized _____

Signature _____

Notary Public

Commissioner of the Superior Court

Title _____

Date _____

APPENDIX IV- Sustainability

Connecticut State Statutes, Executive Orders and State Environmentally Preferable Purchasing (EPP) resources:

The State of Connecticut Department of Administrative Services (DAS) maintains an Environmentally Preferable Purchasing (EPP) web page which can be found at <http://das.ct.gov/cr1.aspx?page=132>. This site provides access to state Contracts that feature environmentally preferable products and services as well as a glossary of environmental terms.

Executive Order No. 14, promulgated April 17, 2006, reads, in part, "All state agencies in the executive branch shall procure and use, whenever practicable, cleaning and/or sanitizing products having properties that minimize potential impacts to human health and the environment, consistent with maintaining clean and sanitary State facilities."

Connecticut General Statute (C.G.S.) Section 4a-59 allows for giving a ten percent (10%) price preference for the purchase of goods made with recycled materials or the purchase of recyclable or remanufactured products if it is determined that such preference would promote recycling or remanufacturing. I am not sure what this means. If this only relates to the State of CT getting a 10% price preference then the dining vendor would not be eligible.

C.G.S. 4a-67b eliminates the use of disposable and single-use products in state government.

C.G.S. 4a-67c sets energy standards for equipment and appliances used by the state.

C.G.S. 4a-67d addresses the purchase of cars and trucks, gasoline mileage standards and alternate fuel vehicles.

C.G.S. 4a-67e sets standards for the purchase of recycled paper, which shall have minimum postconsumer or recovered materials content of no less than 30 percent.

C.G.S. Section 4a-67f provides for the purchase and use by state agencies of paper composed entirely of materials manufactured using processes (A) which do not involve the harvesting of trees or which are otherwise derived entirely from sources other than trees, and (B) which can be categorized as having less adverse impact on the environment than conventional processes.

C.G.S. Section 4a-67g requires that all State agencies recycle any spent laser printer toner cartridges.

C.G.S. 52-5571 The Good Samaritan Act protects food donors from being sued by someone injured by the donated food or its packaging. It also protects the donor from criminal liability. The protection only extends to those donating food to nonprofit organizations. It does not protect those who either knew or had reasonable grounds to believe that the food was contaminated or was unfit for human consumption, nor does it protect the organization which accepted the food for redistribution or use.

Appendix V - Nondiscrimination Certification

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 either (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, or (B) initialing this nondiscrimination affirmation in the following box: c

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 of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice, as set forth in "Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations" reprinted below.

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

This notice is provided under the authority of Connecticut General Statutes §9-612(f)(2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political

committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

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

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any

purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

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

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any

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

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

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

Pricing Document

XIII.	Landscaping Services		Cost
A.	<i>General Cleanup</i>		
		Spring Clean Up	
		Deep Edge	
		Mulch	
		Fall Clean Up	
B.	<i>Lawn Care: Cutting, Edging and Trimming</i>		
		Lawn Care	
C.	<i>Shrub/Tree Care</i>		
		Weeding	
		Bed Pre – Mulching	
		Shrub Fertilization*	
		Litter Removal	
		Misc. edging, trimming	
		Pruning	
		Refresh Mulch as requested	
D.	<i>Lawn Fertilization, Weed, Disease, Insect Control</i>		
		4 Round lawn fertilization and weed control	
		Grub Control Application*	
E.	<i>Irrigation System</i>		
		Open and Close Systems – Monitoring and setting included in price.	
		System Repairs	
F.	<i>Flower Beds</i>		
		Seasonal Plantings	
G.	<i>Geese Control</i>		
		Sweep and Remove droppings	
		Spray Flight Control	
	* Integrated Pest Management is included in the price. Applications for insect and disease control shall be additional.		

Appendix C
Certification of Compliance with Executive Order No. 13G

_____ (the "Provider") hereby certifies that it is in compliance with Executive Order No. 13G ("Order 13G"), including, without limitation, the provisions of Order 13G set forth in the **Summary of Requirements Under Executive Order No. 13G** provided by the SCSU to the Provider.

Company Name:

Authorized Signature Required:

Print Name

Date _____

Appendix VII - RFP Response Checklist

The following must be returned with your proposal response:

RFP Forms –

- () References (Appendix I)
- () Proposal Certification Sheet (Appendix III)
- () Pricing Document
- () SCSU-1 Contract Proposal
- () Covid Attestation Form (Appendix C)

Commission for Human Rights and Opportunities (CHRO) for State Contracts –

- () Contract Compliance Monitoring Report (5 pages)

<http://www.ct.gov/chro/lib/chro/pdf/notificationbidders.pdf>

Ethics Affidavits & Certifications for State Contracts –

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

- () Form 2. Consulting Agreement Affidavit
- () W-9 Taxpayer Identification Number and Certification –

<http://www.irs.gov/pub/irs-pdf/fw9.pdf>

BID NO.: SBE 22-SCSU-06	BID OPENING DATE: 4/21/2022	BID OPENING TIME: 2:00pm	SURETY AMOUNT: N/A	DATE ISSUED: 04/05/2022
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION: **Landscaping Services**
TERM OF CONTRACT/DELIVERY DATE REQUIRED
Initial Term: July 1, 2022 – June 30, 2025

Cynthia Shea-Luzik 04/05/2022
Cynthia Shea-Luzik Date
Manager, Procurement Services
Email : shealuzik1@southernct.edu

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

1. 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.
2. Your written signature below indicates agreement of the CSCU standard terms and conditions of which are incorporated herein.

Bidder Information

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

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

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

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

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

C. Samples

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

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

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

D. Bonding Requirements / Guaranty or Surety

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

III. CONTRACT AWARD

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

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

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

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

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

B. Insurance

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

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

C. Bonds

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

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

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

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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STATE OF CONNECTICUT CONSULTING AGREEMENT REPRESENTATION

Representation to accompany a purchase of service contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b).

INSTRUCTIONS:

Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Mark the fields below with "Not Applicable (N/A)". Sign and date the form on the second page in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency at the time of contract execution.

Pursuant to section 4a-81 of the Connecticut General Statutes, the Contractor represents that it has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are: _____

Description of Services Provided: _____

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

If YES: _____

Name of Former State Agency

Termination Date of Employment

SIGNATURE AND NOTARIZATION ON NEXT PAGE

Contractor

Contractor Name: _____

Name of Signatory (print): _____

Title of Signatory: _____

The undersigned, being the person signing the Contract, swears that the representation in the Consulting Agreements Representation provision in this Contract is true to the best of my knowledge and belief, and is subject to the penalties of false statement.

Signature

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

Commissioner of the Superior Court
or Notary Public

My Commission Expires