

REQUEST FOR PROPOSAL

Shuttle Bus Services

at

Southern Connecticut State University

RFP 23-SCSU-02

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, 2023

REQUEST FOR PROPOSAL

RFP 23-SCSU-02

Summary

Issue Date:	April 5th, 2023
Title:	Shuttle Bus Services
Issuing Agency:	Southern Connecticut State University
Period of Contract:	The term of this bid is for a five (5) 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.
	Commencing on or about August 1, 2023 – July 31, 2028 . At the complete discretion of the University, the contract may be extended for four (1) year periods following the initial term.
Questions due:	April 13th, 2023 at 12:00PM
Answers due from SCSU:	April 19th, 2023 at 12:00PM
Proposal submission deadline:	April 26th, 2023 at 2:00pm (E.S.T.)
Sealed proposals are to be delivered to:	Cynthia Shea-Luzik Procurement Services Southern Connecticut State University E-Mail: shealuzikc1@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 provide shuttle bus transportation services for the University. The shuttle bus services are needed to transport students, faculty and staff primarily within the perimeter of the University on a regular schedule throughout the academic and summer session schedules.

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 <u>shealuzikc1@southernct.edu</u>. The deadline for submission of questions is 12:00 p.m., Wednesday, April 13th, 2023 (EST). <u>No</u> <u>phone or verbal questions will be entertained</u>. All questions and answers, clarifications, or corrections will be distributed to all interested parties no later than Wednesday, April 19th, 2023, through an addendum, via State of Connecticut's Department of Administrative Services Contracting Portal (<u>www.das.state.ct.us</u>). Note that any addenda issued will be posted on the Department of Administrative Services Contracting Portal, address <u>www.das.ct.us</u>. 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, <u>procurement@southernct.edu</u>. E-Mailed bids received after 2:00PM, Wednesday, April 26th, 2023 will not be accepted, with the University being the sole arbiter on the acceptance of a bid. The University shall not be held responsible for errors in transmission or any situation which prevents a bid from being delivered electronically prior to 2:00 PM. For proper identification, bidders are asked to note the bid number and project name on the subject line of the e-mail.

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: <u>shealuzikc1@southernct.edu</u>

The outside cover of the package containing the proposal shall be marked: **"RFP 23-SCSU-02 Shuttle Bus 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 <u>www.southernct.edu</u>.

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 be five (5) years from August 1, 2023 – July 31, 2028 with the option to renew for four (4) additional one-year periods. Formal award shall be in the form of a completely executed SCSU Agreement document.

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 August 1, 2023.

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 <u>procurement@southernct.edu</u>.

Section 2 – Scope of the Work

2.1 <u>Scope</u>:

Southern Connecticut State University ("SCSU" or "the University") is soliciting proposals for a professional and qualified contractor to provide shuttle transportation services to meet the needs of the University's students, faculty and staff. The awarded contractor shall be responsible for providing and maintaining the required shuttle buses, vans and certified drivers. The service includes, but is not limited to, the transportation of the University's students, faculty and staff commuting to/from the New Haven Union train station. The University reserves the right to periodically add additional shuttle services to address various needs and time periods.

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

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

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. Kenneth Rahn Interim Chief of Police Southern Connecticut State University 501 Crescent Street New Haven, CT 06515 (203) 392-5375 Rahnk1@southernct.edu

2.4 CONTRACT TERMS:

The contract period for the described services shall be for five (5) 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 August 1st, 2023.

2.5 <u>SET-A-SIDE</u>:

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 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 <u>on the anniversary date of the contract award</u>. 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.

2.7 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.

2.8 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.

2.9 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 <u>www.southernct.edu/purchasing/bids</u> or <u>https://portal.ct.gov/DAS/CTSource/ContractBoard</u>.

2.10 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.

2.11 CURRENT PROFILE

During the academic year, passenger ridership is generally larger on Tuesdays and Thursdays. During the winter and summer sessions, the shuttle service operates on a reduced schedule. Please note that weather conditions also impact the shuttle service ridership levels—fair or temperate weather undeniably results in fewer shuttle passengers. The awarded contractor must factor weather forecasts when determining the level of shuttle service necessary on any given week.

The current routes, route schedule and average ridership per day are listed in the table below:

SCSI	J SHUTTLE REPORT			
Current Route	Route Schedule Time	Route Schedule Day	Average Ridership per day	Fleet
Academic Year, 32 Weeks				
Full Campus	7:30AM – 11:00PM	Monday – Thursday	515	1-20 Passenger
Full Campus	7:30AM – 1:00PM	Friday	200	1-20 Passenger
Union Station 1	7:15AM – 9:00PM	Monday – Thursday	360	1-30 Passenger
Union Station Bus 2	7:30AM – 10:15AM 2:00PM – 4:25PM	Monday – Friday	150	1-20 Passenger
Friday Union Station 1	7:15AM – 5:00PM	Friday	90	1-20 Passenger
Wintergreen 1	7:30AM – 11:00PM	Monday – Thursday	600	1-20 Passenger
Wintergreen 2	7:30AM – 8:00PM	Monday – Thursday	555	1-20 Passenger
Wintergreen 1	7:30AM – 1:00PM	Friday	130	1-20 Passenger
Handy Van / Full Campus	7:30AM – 11:00PM	Monday – Thursday	53	1-6 / Chairlift
Handy Van / Full Campus	7:30AM – 5:00PM	Friday	15	1-6 / Chairlift
No Summer Session				

SCSU ROUTE HOURS										
Days	Union	Full	Wintergreen	Wintergreen	Handicap	Friday	Hamden-	Downtown	Extra	Total
	Station	Campus	1	2	Van	Union	Union			
MONDAY	14.00	15.50	15.50	12.50	15.50					73.00
TUESDAY	14.00	15.50	15.50	12.50	15.50					73.00
WEDNESDAY	14.00	15.50	15.50	12.50	15.50					73.00
THURSDAY	14.00	15.50	15.50	12.50	15.50					73.00
FRIDAY	10.00	5.50	5.50	-	9.50	10.00				40.50

The shuttle buses currently make routine stops on campus at twelve (12) different shuttle kiosks, with a modified drop-off/pick up schedule on Friday's. The buses shall, under the resulting agreement of this RFP, continue to only make scheduled stops as indicated by the University's Police Department.

For information concerning the University's current shuttle locations of departure and arrival schedule website, please refer to the following web site:

https://inside.southernct.edu/shuttle-services

Please refer to Appendix VII for a copy of the University's Academic Calendar for 2023.

2.12 CURRENT FLEET

The University currently owns 11 shuttle buses, including:

- six (6) twenty (20) passenger buses
- three (3) thirty (30) passenger buses
- two (2) 6/1 wheelchair accessible buses





Q: How many shuttle buses is Southern Connecticut State University looking to buy?

A: 5

Q: How many shuttle buses will Southern Connecticut State University keep?

A: It is recommended that shuttles 3,4,5,6,7 should be kept. Other shuttles should be retired.

Q: Is Southern Connecticut State University downsizing?

A: Southern Connecticut State University would like to downsize to 10 shuttle busses if 5 new shuttle busses can be acquired.

The University is asking all bidders to make as part of their response:

1) an offer to purchase this equipment as use of its fleet in providing shuttle services for SCSU;

2) a plan for replacement of the existing fleet, preferably with carbon neutral vehicles, within the term of the resulting agreement; and/or

3) other as to be proposed by bidder.

Shuttle	VIN #	Plate #	Year	Make / Model	Fuel	Mileage	Seating
Bus #					Туре		
01	1FDEE3FL0CDA82511	AG26100	2012	FORD E-350 GOSHEN	Gas	47,609.1	6/1
							WHEELCHAIR
02	1FDEE3FL2CDA82512	AE48165	2012	FORD E-350 GOSHEN	Gas	48,091.9	6/1
							WHEELCHAIR
03	1FDFE4FS6CDB18946	AE48164	2012	FORD E-450 ELKHART	Gas	87,965	20
04	1FDFE4FS5CDB24561	AG26103	2012	FORD E-450 ELKHART	Gas	108,204	20
05	1FDFE4FS8CDB18947	AE48163	2012	FORD E-450 ELKHART	Gas	93,066.8	20
06	1FDFE4FS7CDB24562	AE48161	2012	FORD E-450 ELKHART	Gas	97,693.7	20
07	1FDFE4FSXCDB18948	AE48162	2012	FORD E-450 ELKHART	Gas	96,872.2	20
08	1FDFE4FS5BDA63243	41901	2011	FORD E-450 ELKHART	Gas	93,339	20
09							
10	4DRBXAAN2CB614167	AG26101	2012	INTERNATION RECOMM	Diesel	56,812	30
11	1N9MLAC60AC084061	AZ84666	2010	ELDORADO E-Z RIDER	Diesel	319,389	30
12	1N9MLAC62AC084059	AZ84659	2010	ELDORADO E-Z RIDER	Diesel	305,545.1	30

2.13 SHUTTLE SERVICE SPECIFICATIONS

2.13.1 The awarded contractor shall provide a profile of shuttle buses which will provide for adequate and timely operations. The shuttle service shall be in accordance with SCSU's academic calendar and summer session schedule.

2.13.2 New buses shall have white as the exterior color. The University shall provide the graphic design to be displayed on any new shuttles. The design must be affixed to the exterior of each shuttle and shall identify the shuttles as Southern Connecticut State University shuttles. With prior approval from the University, space may be provided to display the awarded contractor's firm and/or logo. The proposal shall include any additional pricing associated with applying graphics.

2.13.3 It shall be the responsibility of the awarded contractor to keep the buses well maintained, including keeping the interior and exterior of the buses clean. All equipment, while in service, shall have its interior cleaned daily. Such cleaning shall include the removal of debris, the dusting of interior surfaces, and if necessary, the cleaning of seats and the inside of the windows. Heavy cleaning of all equipment shall be done on a mutually agreeable schedule. Such cleaning shall include a complete washing from headlining to floor, vacuuming or cleaning of seats, mopping of floors, and washing of windows.

2.13.4 The fueling of all non-state-owned vehicles shall be the responsibility of the awarded contractor. All vehicular equipment must be fully maintained, including air conditioning and heater elements. All shuttle vehicles shall be maintained in accordance with the standards of safety established by the State of Connecticut. The awarded contractor shall notify the University Police Department immediately in the event of a breakdown and must have a comparable bus available within two hours of breakdown.

2.13.5 At the conclusion of the daily service, each vehicle shall be parked in designated areas on campus as determined by the University Police. Bidder should convey in proposal if bidder has access to an off-campus location which may be used to house the shuttle vehicles when not in service. The University, however, shall determine the appropriateness of housing the shuttles at an off-campus location.

2.13.6 Awarded contractor must comply with the Federal Regulations on the ADA Accessibility Specifications for Transportation Vehicles. The University's current fleet of shuttle vehicles includes two (2) able to accommodate handicapped and wheelchair passengers; however, it is

the University's desire that at least half of all shuttle vehicles be handicapped accessible and be able to accommodate wheelchair bound persons at all times.

2.13.7 All accidents or incidents resulting in damage to property on campus or bodily injury to person(s) while performing the services outline within the resulting agreement shall be immediately reported to the University Police.

2.13.8 The shuttle buses shall use the same route and schedule at all times. The route and schedule will be established by the awarded contractor and University Police personnel upon award of the contract. Deviations from the standard route due to traffic delays, construction, etc. are acceptable only if notification is given to and approved by the University's Police Department. Long term modifications to the route and schedule must receive prior approval from the University's Police Department before being implemented. The University reserves the right to modify the route and/or reduce the number of shuttles. The University also reserves the right to expand off campus transportation services to locations as determined by the University.

2.13.9 The awarded contractor will not charge for snow days or when shuttle services are cancelled. When classes are delayed, shuttle services shall start running at least one (1) hour prior to the start of classes to allow students ample time to get to class. When classes are dismissed early, shuttle services must run at least one (1) hour after the last class to allow students time to return to their residence hall, car, parking area and train station.

2.13.10 The awarded contractor must be flexible in adjusting shuttle services based upon forecasted weather conditions. Observations of the University's current shuttle services reflect a decline in passenger ridership when weather conditions are favorable (sunny, mild); thus, a reduction of shuttle services under these conditions should be considered. Conversely, the awarded contractor shall consider enhancing shuttle service operations when weather conditions are adverse (rain, snow, extreme cold).

2.13.11 The awarded contractor must maintain accurate rider reports for each day that the shuttle buses run. These reports will show ridership counts at the time and location of each stop. Ridership reports must be submitted at the end of each week to the University's Police Department. The University will provide a sample ridership report form. If the ridership report does not show sufficient ridership to justify cost, as decided by the University, the number of trips and numbers of buses utilized may be reduced and the daily rate reduced proportionately.

2.13.12 The University may require the awarded contractor to allow card readers in the shuttle buses to provide the rider report function and to verify rider status. Readers currently owned by the University will be supplied by the University. The purchase of additional readers, installation of the readers, and ongoing maintenance costs of the readers shall be the responsibility of the awarded contractor. The University is open to vendor proposing as part of this RFP information regarding available technology that will easily capture ridership information.

2.13.13 Within three (3) months of the resulting executed agreement, the awarded contractor shall provide to the University Police Department a contingency plan which will allow for the allocation of additional buses in the event of an emergency at SCSU (i.e.; evacuation of the campus).

2.14 SUPERVISION AND DRIVER SPECIFICATIONS

2.14.1 The awarded contractor shall provide an on-site supervisor to oversee the shuttle services and all obligations under the resulting contract. The supervisor shall possess and demonstrate a thorough knowledge and understanding of the personnel and logistics necessary for the successful execution of this contract. The on-site supervisor shall also have a thorough understanding of the rules, regulations and standards of the University. Bid respondent shall submit current resume of the on-site supervisor along with bid response.

2.14.2 The supervisor shall be the liaison between the awarded contractor and the University. As the liaison, the supervisor will be required to work closely with the University. It shall be the responsibility of the supervisor to monitor and adjust the shuttle operations in accordance to any cancellations, delayed openings and early dismissals affecting the University schedule.

2.14.3 All drivers must conform to federal and state motor vehicle laws and regulations regarding safe operation. All drivers must be properly licensed and follow state and federal motor vehicle laws and regulations. All drivers shall be instructed as to the rules and policies of the resulting agreement. All drivers shall respect and obey the University's rules and regulations as well as public laws and regulations. The University reserves the right to request removal of a driver in the event of conduct or performance deemed by the University to be unacceptable. The awarded contractor shall immediately replace any such removed person with an individual acceptable to the University.

2.14.4 For each driver, the awarded contractor shall provide to the University Police Department evidence of successful background checks and licensure compliance necessary to lawfully operate the driver's assigned shuttle vehicle. The University reserves the right to examine the safety record of driver(s) assigned to the contracted service and the overall record of the awarded contractor at any time during the contracted period.

2.14.5 Drivers should be neat in appearance and should wear a shirt or jacket that identifies them as representatives of the awarded contractor. The awarded contractor shall provide each driver with a picture identification badge. The badge must be prominently displayed on the driver at all times while the driver is on duty operating a shuttle.

2.14.6 While on duty, each driver will be required to maintain two-way radio communications with the University Police Department. A mobile radio will be provided, if necessary. Associated equipment and installation costs will be the responsibility of the awarded contractor.

2.14.7 The University reserves the right to have a monitor periodically travel a shuttle bus to report on service and compliance issues. The driver will be expected to communicate with the monitor any issue or concerns that develop.

2.15 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 shuttle 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 shuttle program and experiences significant to your firm's development and implementation of a shuttle program with an emphasis on higher education.
- An outline of the process for developing and implementing an effective shuttle 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 shuttle services.

• Provide a schedule of costs related to the scope of services for SCSU alone.

2.17 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.

2.18 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.

2.19 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:
 - \$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:
 - \$1,000,000 combined single limit per accident for bodily injury.
- o Workers Compensation and Employers Liability:
 - Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include employer's liability with minimum limits of \$100,000 each accident, \$500,000 disease, policy limit, \$100,000 each employee.

Additional Insured Provision

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

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

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

2.20 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 shut down.
- **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.

2.21 BILLING & PAYMENTS:

Payment shall be made in arrears less any penalties on a monthly basis upon receipt of an approved vendor's invoice and contingent upon the contracted services having been performed to the satisfaction of the SCSU Agency Representative or his appointed designee(s). Invoices shall be submitted referencing the assigned SCSU Agreement or Purchase Order identification number for proper payment processing. The University wishes to receive invoices electronically and requests that they be simultaneously sent to the following:

- 1. Anna Rivera-Alfaro, SCSU Accounts Payable Manager Email: <u>alfaroa1@southernct.edu</u>
- 2. Kenneth Rahn, SCSU Interim Chief of Police Email: dooleyj1@southernct.edu
- 3. Tonya Nelson, SCSU Administrative Assistant Email: nelsont1@southernct.edu

2.22 EQUIPMENT:

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

2.23 CANCELLATION:

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

Section 3 – Proposal Requirements

3.1 Response Requirements

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

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

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

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

3.2 Proposer Qualifications and Information

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

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

- a. Include the full name and address of your organization.
- b. Include a brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP.
- c. Describe, in detail, your understanding of the objectives of this RFP and your understanding of issues related to Section 2. Scope of Work.
- d. Clearly demonstrate in your proposal your ability to handle the requirements outlined in this bid in addition to your current workload. Please exemplify sufficient resources for taking on the resulting contract.
- e. 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.
- f. The ideal vendor will have primary experience providing shuttle services for institutions of higher education, specifically the services outlined in the Scope of Work; or will have experience providing comparable services to similar entities during the past two years. Describe and explain the activities as well as your qualifications in this area.

Include a brief description of the activities and a list of names, addresses, phone numbers, contact persons and their relationship to activities.

g. Provide the cost schedule necessary for providing the shuttle services outlined in this RFP, and include any escalating costs that the University must consider over the initial term of the resulting agreement.

- h. Describe your company's interest in purchasing SCSU's current shuttle fleet; as well as your plan to replace and update the fleet over the course of the resulting agreement (refer to Section 2 Scope of Work, item 2.12). In order to meet the University's commitment to preserving the environment, providing low carbon emissions vehicles is desired.
- i. Include the résumé of qualifications and experience of the on-site supervisor. Additionally, provide the number of drivers you will have available to perform the level of service outlined in this RFP.
- 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.
- I. 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 provide equipment, effectively manage and perform the services requested, including but not limited to;
 - o Type/Model
 - ADA Compliance
 - o Insurance
 - o Performance Bond
 - Background, Credentials, and Recommendation of References
 - Emergency Breakdown Services
- 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
- Understanding of the program, its purpose and scope, as evidenced by the proposed approach and level of effort, including but not limited to:
 - o The credentials of the on-site supervisor
 - The number of driver's available to meet the University's needs
 - The contractor's policies of maintaining appropriate licenses and certifications of their drivers
 - The method proposed that will efficiently and effectively provide the level of service requested
 - Compliance with State of Connecticut public transportation requirements and regulations

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.

Company Name	Address	Contact Person	Telephone No.
<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@sounthernct.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:	Shuttle Bus Services for Southern Connecticut State University
RFP Number:	RFP 23-SCSU-02
Proposal Due Date:	2:00 P.M., April 26th, 2023

No telephone proposals will be considered.

- B. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- C. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- D. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- E. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- F. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- G. The University reserves the right to any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- H. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- I. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
- J. SCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- K. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.

L. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

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

Appendix III. PROPOSAL CERTIFICATION

RFP 23-SCSU-02

I certify that:

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

Firm	
Authorized	
Signature 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 Statue (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;
- "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:

<u>Civil penalties:</u> 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.

<u>Criminal penalties:</u> 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.

Appendix VI – Academic Calendar Spring/Summer/Fall 2023

January 2023 – Spring Semester

Notable Dates:

January 18th – First day of Classes

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

February 2023 – Spring Semester

Notable Dates:

February	17 th –	20 th -	Holiday	Recess	No Classes
rebruary	17 -	20 -	Tionuay	1100033,	

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

March 2023 – Spring Semester

Notable Dates:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

March 13th – 19th - Holiday Recess, No Classes

April 2023 – Spring Semester

Notable Dates:

April $7^{th}-9^{th}$ - Holiday Recess, No Classes

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

Notable Dates:

May 7th – Last Day of Classes

May 8th – 14th – Final Examinations

May 22nd – First Day of Summer Session

May 29th – Holiday Recess, No Classes

May 31st – Faculty Academic Year Ends

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

June 2023 – Summer Semester

Notable Dates:

June 19th - Holiday Recess, No Classes

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

July 2023 – Summer Semester

Notable Dates:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

July 4th - Holiday Recess, No Classes

August 2023 – Summer/Fall Semester

Notable Dates:

August 15th – Last Day of Classes

August 29th – Fall Classes Begin

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

September 2023 – Fall Semester

Notable Dates:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

September 4th - Holiday Recess, No Classes

October 2023 – Summer Semester

Notable Dates:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

November 2023 – Fall Semester

Notable Dates:

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30		

November 22nd – 26th - Holiday Recess, No Classes

December 2023 – Fall Semester

Notable Dates:

December 9th - Reading Day, No Classes

December 11th – 17th – Final Exams

Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

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

Commission for Human Rights and Opportunities (CHRO) for State

Contracts –

() Contract Compliance Monitoring Report (5 pages)

http://www.ct.gov/chro/lib/chro/pdf/notificationtobidders.pdf

Ethics Affidavits & Certifications for State Contracts -

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

() Form 2. Consulting Agreement Affidavit

() W-9 Taxpayer Identification Number and Certification – <u>http://www.irs.gov/pub/irs-pdf/fw9.pdf</u>

STATE OF CONNECTICUT SOUTHERN CONNECTICUT STATE UNIVERSITY 501 CRESCENT STREET, NEW HAVEN CT 06515

READ CAREFULLY

BID NO.: RFP 23-SCSU-02	BID OPENING DATE: 04 / 26 / 2023	BID OPENING TIME: 2:00pm	SURETY AMOUNT: N/A	DATE ISSUED: 04 / 05 / 2023
COMMODITY CLASS/SUBC	LASS AND DESCRIPTION:	TERM OF CONTR	ACT/DELIVERY DATE	REOUIRED
Shuttle Bus Services			August 1, 2023 – July 3	
	<u>Cynthia Shea-Luzik</u>	04/05/2023		
	Cynthia Shea-Luzik	Date		
	Manager, Procuremen			
	Email : <u>shealuzikc1@</u>	<u>įsouinemci.edu</u>		
	ne undersigned bidder affirms and ted and signed by said bidder with fu on the date of bid issue.		d and contract terms ar	d conditions of
2. Your written signature below	w indicates agreement of the CSCU		of which are incorporate	ed herein.
COMPLETE COMPANY NAME (TRA				
COMPLETE COMPANY NAME (TRA	DE NAME, DOING BUSINESS AS)	FEDERAL EMPLOYER IDE		
COMPANY ADDRESS STREET		CITY	State	ZIP CODE
CONTACT NAME (TYPED OR PRINTED) TELEPHO	ONE NUMBER (INCLUDE TOLL-FREE I	NUMBERS) F	FAX NUMBER
WRITTEN SIGNATURE OF PERSON AL	JTHORIZED TO SIGN BIDS ON BEHALF OF T	THE ABOVE NAMED COMPANY	DATE EXECUTED)
TYPE OR PRINT NAME OF AUTHORIZE	ED PERSON	TITLED OF	AUTHORIZED PERSON	
COMPANY E-MAIL ADDRESS AND/OR	COMPANY WEB SITE			
Is Your Business A: DROPRIE			PE OF CORPORATION)	
	DEPARTMENT OF ADMINISTRATIVE SERVI H CERTIFICATE TO BID) [] NO	ICES CERTIFIED SMALL BUSINESS E	ENTERPRISE:	
IF YOUR BUSINESS IS A PARTNERSI	HIP, YOU MUST ATTACH THE NAMES AND	TITLES OF ALL PARTNERS TO THIS B	ID WHEN RETURNED.	
IF YOUR BUSINESS IS A CORPORATI	ION, IN WHICH STATE ARE YOU INCORPO	RATED?		
IF YOU ARE A STATE EMPLOYEE . IN	DICATE YOUR POSITION, AGENCY & ADDR	RESS:		

No

HAS YOUR BUSINESS RECEIVED FUNDING FROM THE SMALL BUSINESS ADMINISTRATION?

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.
- "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.
- "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

- 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.
- 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.
- 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.
- 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.
- 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

- 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.
- The contractor shall defend, indemnify and hold 3 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 contactor 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.
- The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
- The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
- 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.

- 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
- 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.

- 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.
- The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

- 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.
- "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.
- All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
- 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.
- 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 <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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.

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

<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. <u>Black</u> (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u> - All persons of Mexican, Puerto Rican, Cuban,	<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. <u>American Indian or Alaskan Native</u> - All persons having
Central or South American, or other Spanish culture or origin, regardless of race.	origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
	or community recognition.

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? YesNo	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.? YesNo
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? YesNo	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? YesNo
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? YesNo	9. Does your company have a mandatory retirement age for all employees? YesNo
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? YesNo	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? YesNoNA
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? YesNo 6a. If yes, do the collective bargaining agreements contain non-discrim ination clauses covering all workers? YesNo 	12. Does your company have a written affirmative action Plan? YesNo If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? YesNo	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

JOB CATEGORY *	OVERALL TOTALS		IITE Hispanic	BLAC (not of Hi origin)	spanic	HISPA	NIC	ASIAN of ISLANDI	PACIFIC ER	AMERICAN ALASKAN N	
		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											

Date:

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

PART V - Bidder Hiring and Recruitment Practices

 Which of the following (Check yes or no, and r 			s are used by you?	any of the below listed ts that you use as alification	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)



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 Na	me and Title	Name of Firm (if applicable)
Start Date	End Date	Cost
The basic terms	of the consulting agreeme	ent are:
Description of S	ervices Provided:	
Is the consultar	t a former State employee	e or former public official?
If YES: Name of	F Former State Agency	Termination Date of Employment

SIGNATURE AND NOTARIZATION ON NEXT PAGE

OPM POS Form 2

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.

Sign	ature
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Sworn and subscribed before me on this _____ day of _____, 20___.

Commissioner of the Superior Court

or Notary Public

My Commission Expires