

**Bid Specification – Request for Proposal 2018-MRC-0343**  
**Elevator Maintenance Services**

**Section 1. Administrative Overview**

1.1 Introduction

This is a Request for Proposals (RFP) issued by Western Connecticut State University (hereinafter referred to as the "University") seeking proposals from experienced and qualified vendors for elevator maintenance services.

1.2 Authority

This RFP is issued by the University under the provisions of the Connecticut General Statute's 4a-52a, 10a-151b and 10a-89.

1.3 RFP Organization

This RFP is organized into the following sections:

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

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

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

Section 4, Evaluation Criteria: Describes how proposals will be evaluated by the University.

1.4 Proposer Site Visits

As Western Connecticut State University is a public university campus, proposers may visit the campus at their discretion. Proposed visits shall be coordinated with Michael Spremulli, Director for Facilities Operations, phone 203-617-5028. The University does request that all campus visits be completed no later than February 2, 2018 so that campus schedules are minimally interrupted. The University will not permit individual interviews with individuals involved in the selection process.

### **1.5      Submission of Questions**

Contractors may submit questions or requests for clarification in writing via e-mail to Mark Case, Director for Administrative Services, at e-mail address [casem@wcsu.edu](mailto:casem@wcsu.edu). The deadline for the submission of questions is January 24, 2018. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled by the Director of Administrative Services and will be posted to all interested parties through an addendum via State of Connecticut's Department of Administrative Services Contracting Portal ([www.das.state.ct.us](http://www.das.state.ct.us)) not later than February 5, 2018. 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.

### **1.6      Submission of Sealed Proposals**

Contractors shall submit a clearly marked original plus (2) copies of its proposal. Sealed proposals shall be received by the University's Purchasing Department no later 2:30PM on February 22, 2018. Note that unsealed, faxed, or e-mailed bids will not be accepted. At that time, a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

Mark Case  
Director of Administrative Services  
Western Connecticut State University  
181 White St.  
Danbury, CT 06810

The outside cover of the package containing the proposal shall be marked: "RFP – Elevator Maintenance Services" along with the bid number 2018-MRC-0343 to allow for proper identification.

Note: Should the University be unexpectedly closed at the scheduled bid due date and time (i.e.; inclement weather closing), the bid due date shall default to 2:30PM on the next business day the University is open (a business day defined as Monday-Friday inclusive and not including Saturday or Sunday). Closing information can be obtained via the University's website [www.wcsu.edu](http://www.wcsu.edu) or via the University's weather closing line, phone 203-837-9377.

### **1.7      Costs for Proposal Preparation**

Any costs incurred by Bidders in preparing or submitting a proposal or presentation shall be the Bidder's sole responsibility.

### **1.8      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 Bidder shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows 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 Bidder is debarred or suspended.
- The Bidder is in default of any prior contract or for misrepresentation.

1.9 Rights Reserved

The University 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 the University will be served. Should the University 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 shall be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

1.10 Final Contract

The University intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract. Note that the awarded contractor can expect the same basic contract format to be followed as in the current contract.

1.11 Inspection of Proposals 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.

1.12 Contract Invalidation

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

### 1.13 Term of the Contract

The University is accepting proposals for a term beginning July 1, 2018 and concluding June 30, 2023.

### 1.14 Fees

All fee and cost structures quoted herein for this program shall remain firm for the entire contract term.

### 1.15 RFP Terms and Conditions

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

## **Section 2. Scope of Work**

### **2.1 General Parameters**

- A. General – The Contractor shall provide elevator maintenance services as specified at the Midtown and Westside campuses of Western Connecticut State University”) in Danbury CT. It is the intent of this contract to maintain elevators throughout the campus areas in conformance with local, State, and Federal regulations and standards.
- B. Service Management: The awarded Contractor shall provide supervision to oversee and coordinate all service activities. Supervision shall have the ability to make all managerial decisions on behalf of the Contractor on a day-to-day basis, and shall retain the authority of accepting notices of deduction, inspection reports, payment schedules and any other service related correspondence. Supervisor shall attend management meetings with University personnel as warranted, during which time service issues are discussed, scheduled, confirmed, and/or resolved.
- C. Contractor must employ sufficient staff to adequately support elevator maintenance service needs.
- D. Historical Pricing Data: The University currently retains an award with ThyssenKrupp Elevator Corp. for elevator services, which is scheduled to conclude on June 30, 2018. The following historical expenditures by fiscal year (ie; the period from July 1 – June 30) for elevator maintenance services for the previous three years is noted:

Fiscal Year 17 (7/1/16 – 6/30/17): \$108,138  
Fiscal Year 16 (7/1/15 – 6/30/16): \$125,539  
Fiscal Year 15 (7/1/14 – 6/30/15): \$139,356

### **2.2 Specifications: Elevator Inspection and Preventative Maintenance Schedule and Program**

- A. The Contractor shall submit to the University’s Representative, prior to beginning work under an awarded contract, a program for complete and proper elevator inspection and preventative maintenance (PM) program service. The schedule and program shall include, but is not limited to, the following:
  1. A description, detailed by location, of labor assignments, supervisory assignment, and inspection procedures.
  2. Total number of employees involved in the contract, and total projected man hours in performing the inspection and preventative maintenance services.
- B. The Contractor shall not commence work under this contract until the inspection procedures and preventative maintenance scheduled programs have been reviewed and approved by the University. Contractor shall comply with all requirements of the approved schedule and program.

C. The latest issue of each of the following publications in effect on the date of the invitation to bid shall form a part of the specification.

1. American Standard Safety Code for Elevators, etc. A 17.1 and any related industry standards codes and regulations.
2. American Standards Association

### **2.3 Work Scope:**

A. The Contractor shall perform the work outlined herein and maintain elevator equipment as detailed in Appendix IV "Elevator Summary and Unit Pricing Sheet". Contractor shall utilize trained personnel directly employed and supervised by it. Contractor's employees shall be qualified to keep the equipment properly adjusted and will use all reasonable care to maintain equipment in proper and safe operating condition.

B. The Contractor shall provide regular and systematic inspection and testing of all elevators at which time the Contractor shall determine the nature and extent of any trouble and shall take necessary action to restore the equipment to satisfactory and safe service. Contractor shall provide a minimum of one (1) hour of inspection and testing service on every elevator per month.

C. The Contractor shall make safety tests on all safety devices and equipment, as described in the most recent American Standards Association Inspection Manual in the presence of the appropriate University representative or his authorized agent. The Contractor shall promptly correct any defects that may be found in testing and examining the safety devices without any additional charge. The Contractor shall submit a written report of such safety tests to the University within 15 days after such tests.

D. The Contractor shall maintain the efficiency, safety and speeds as specified by the manufacturer of the equipment, including but not limited to door opening and closing time, acceleration, retardation, floor-to-floor time, and contact speed in feet per minute. All tests should be done with and without full load. The Contractor shall perform all necessary examination, adjustments and work necessary to adjust and maintain elevators at the manufacturer's recommended speed.

E. The Contractor shall use preventive maintenance methods by furnishing and installing parts prior to their breakdown point where possible, and as necessary to keep the elevators in the best possible running order at all times. Preventive Maintenance shall include but not be limited to painting, cleaning, lubricating, adjusting, calibrating, repairing, and furnishing and replacing parts and equipment necessary in the performance of elevators and their equipment.

(i) Elevator equipment shall include but not limited to the following:

1. Bearings
2. Brakes
3. Brake Magnet Coils
4. Brake shoes & linings
5. Buffers
6. Counterweights
7. Car Safety Devices

8. Leveling Devices
9. Controllers
10. Lamp bulb replacement in all fixtures (except general car lighting)
11. Controller Parts
12. Commutators
13. Coils
14. Magnet Frames
15. Contacts
16. Motors
17. Cams
18. Oiling Devices
19. Car & Hoistway Door
20. Rotating Elements
21. Hardware
22. Resistance for motor & Corridor Position
23. Controllers
24. Indicators
25. Relays
26. Car Position Indicators
27. Motor Couplings & Belts
28. Car Door Operators
29. Pumps
30. Car Door Panels
31. Signal Bell
32. Car Safeties
33. Signal System
34. Electric Wiring
35. Tension Frames
36. Fuses
37. Terminal & Slow Down
38. Gears
39. Devices
40. Roller Guide Shoes
41. Traveling Cables & Gate Hangers
42. Telephone Cables
43. Governors
44. Worm, Gears & Gland
45. Hoisting Machines
46. Packings
47. Tanks
48. Windings
49. Plunger Packings & Seals
50. Hall Lanterns
51. Operating Oils & Fluids
52. Interlocks
53. Sheaves
54. Valves & Solenoids
55. Switches on Car & Selectors in Hoistway
56. Fire Alarm Shunt Trip
57. Fans (including exhaust)
58. Signal light bulbs

(ii) The Contractor shall provide and use as necessary for PM, the following parts and supplies: oils, grease, rope preservative, cleaning compounds, cotton waste, wiping cloths, and paints.

(iii) The Contractor shall periodically clean and properly lubricate all sheave bearing and refill gear cases and lubricators when required. The Contractor shall only use lubricants furnished by the manufacturer of the equipment or of the grade recommended by the manufacturer for the purpose used. All oil reservoirs shall be kept properly sealed to prevent leakage. All lubricants shall be stored in a metal cabinet in each machine room.

(iv) The Contractor shall replace plunger packing on hydraulic elevators to keep re-leveling operations and oil leakage at the cylinder head to a minimum. The Contractor shall collect normal oil leakage from the packing on hydraulic elevators and keep pit floor free of oil.

(v) The Contractor shall treat motor windings with insulating compound.

(vi) The Contractor shall brush lint and dirt from guide rails, overhead sheaves and beams, counterweight frames, car tops, and bottoms of platforms. Dirt from machine room floors and pits shall be removed and disposed of.

(vii) Contractor agrees to keep the exterior of the machinery and other parts of the equipment subject to rust properly painted and presentable at all times.

(viii) Contractor shall provide preventative rope maintenance and renew all hoisting ropes and governor ropes in order to maintain an adequate factor of safety not less than 80% of the designated rope strength at all times. Contractor agrees to provide the following rope maintenance:

1. Repair ropes before they exceed 40 broken wires in any lineal foot of rope.
2. Replace ropes to meet all code requirements and be equal to or better than the original ropes in design, materials, construction and strength as specified by the elevator manufacturer.
3. Repair or replace conductor cables to maintain good operating condition.
4. Replace guide shoes or rollers to ensure smooth and quiet operation.

(ix) Contractor shall provide and keep current a chart, indicating the date and status of all service and preventative maintenance work performed posted in the elevator machine rooms in each building.

F. Contractor shall be responsible for conducting pressure tests per manufacturer and industry requirements as well as a 5-year full load safety test on each elevator within the term of a subsequent award. Pressure tests and load safety tests shall be conducted at no additional charge to the University.

G. Contractor shall provide a technician within thirty (30) days of contract signing to open up all elevators for fire alarm shunt trip inspection. The Contractor shall have a technician on hand with the fire alarm inspector to complete the entire inspection.

H. The Contractor shall provide the proper amount of supervision and shall assign a competent service engineer who will be responsible for the monitoring of all work performed.

I. The Contractor shall not be required to make renewals or repairs necessitated by reason of negligence or misuse of the equipment by persons other than the Contractor, his representatives or employees. The Contractor shall not be required under this Agreement, to install new elevator enhancements recommended or directed by insurance companies, or by Federal, State, Municipal or other Governmental authorities. In addition, the following items are specifically excluded from this agreement:

(i) The refinishing, repairs to and/or replacement of the elevator cab, hoistway door panels and frames and sills, buried piping, cylinders and plungers for hydraulic elevators.

(ii) Maintenance and repairs of power switches and feeders to controllers of the elevator, main line disconnect switches or circuit breakers.

J. Contractor shall be required to provide emergency services under this Agreement as needed. Contractor shall be available for emergency services on a twenty-four (24) hour basis, 365 days per year. Contractor must report to the University within one (1) hour of placement of an emergency call by the University, with such time limit shall be predicated on normal conditions.

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

L. Contractor will provide at no additional cost all tools, supplies and equipment necessary to complete all jobs assigned. The only acceptable charges on invoices will be monthly and hourly rates, and parts installed at the University. All materials used shall be new and of the finest quality of its kind. All elevators shall be maintained in first class operative condition.

M. The Contractor shall take particular care in the performance of his work in order to prevent any defacement not only to his work and the elevators being serviced, but also to other fixtures and property. Any damage caused by the Contractor in the performance of this Agreement shall be repaired or replaced to the satisfaction of the University at the expense of the Contractor.

N. Contractor is expected to understand and follow all University Environmental, Safety and Hygiene (ES&H) Department policies.

O. Representations and Warranties: The Contractor represents and warrants that material, parts, and equipment shall be in good working order in accordance with generally and currently accepted principles and practices. When applicable, the Contractor shall assign or otherwise transfer to the University, or afford the University the full benefits of any manufacturer's warranty for the material, parts, and equipment, to the extent that such warranties are assignable or otherwise transferable to the University.

2.4 Building Access and Security:

- A. The Contractor shall be required to pick up and drop off keys and/or identification badges nightly with the University's Campus Police.
- B. The Contractor shall be responsible for complying with all applicable University regulations for vehicle parking.

2.5 Employee Qualifications:

- A. All employees and agents of the Contractor shall be subjected to the jurisdiction of the University representative while performing services on University property. Each employee must comply with the "Standards of Conduct" applicable to all employees of Western Connecticut State University, as follows:

Employee Standards of Conduct: The University 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.
3. Smoking in University building.
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 University rules and procedures.
6. Unauthorized use of University 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 parking pass to unauthorized personnel.
11. Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community.
12. Interference with the work of other employees.
13. Work attire other than the specified uniform.
14. Loud, vulgar behavior or the use of profanity.

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

2.6 Supervision:

- A. Checklist and Inspection Report Form: The University shall monitor Contractor's compliance with the terms of cleaning by way of random inspections to be performed

by designated University personnel. Inspection results will be indicated on a form entitled "Checklist and Inspection Report Form" and will be classified as "Acceptable", "Needs Improvement", or "Unacceptable." The exact content of the form shall be developed by the University and shall reflect the requirements of this contract. The University shall present the job completion checklist to the Contractor's supervisor. The Contractor's supervisor shall sign said job completion checklist. The signed checklist will constitute a record of the Contractor's compliance or noncompliance with the terms of the contract. In the event the Contractor fails to satisfactorily complete an "Unacceptable" item within three (3) calendar days can result in termination of the contract by the University. The University reserves the right to revise the checklist from time to time and to make necessary changes as required to ensure the timely and adequate cleaning of each building.

2.7 Contractor's Default/Termination of Contract

A. Written Notice – In the event that the Contractor fails to perform in accordance with any of the terms, conditions, or obligations of this agreement, the University shall notify the Contractor, in writing, of the specific nature of the Contractor's default. If the Contractor fails to correct or remedy said default within three (3) calendar days of Contractor's receipt or written notice from the University, the University may, at its discretion, terminate this agreement. The University shall provide the Contractor with written notice of the termination by certified mail, return receipt requested, and said termination will be effective as of the postmark date of said notice.

2.8 Contractor's Insurance

A. General – The contractor shall not commence work under this contract until he has filed with the University a Certificate of Insurance indicating the Contractor carries insurance in accordance with the following requirements and stipulations:

1. Contractor's Public Liability and Property Damage Insurance:

a. With respect to the operations performed by the Contractor and those performed for him by subcontractors, the Contractor shall carry regular Contractor's public liability insurance providing for a total limit of one million (\$1,000,000) dollars for all damages arising out of bodily injury or death of all persons in any one accident or occurrence, and for all damages arising out to injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or

Aggregate limit of two million (\$2,000,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury to or destruction of property during the policy period.

b. The operation of all motor vehicles, including those hired or borrowed, used in connection with the Contract shall be covered by

automobile liability insurance in the following amounts: Total limit of three hundred thousand (\$300,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and subject to that limit per accident, a total or aggregate limit of five hundred thousand (\$500,000) dollars for all damages arising out of bodily injuries to or death of all persons in any one accident or occurrence and out of injury or destruction of property during the policy period.

2. Worker's Compensation Insurance – With respect to all operations performed by the Contractor and those performed by the Contractor's subcontractors, the Contractor shall carry workers' compensation insurance in accordance with the requirements of the laws of the State of Connecticut.
3. Termination or Change Insurance – Each insurance policy shall be endorsed to provide that the insurance company shall notify the University by certified mail at least thirty (30) days in advance of termination of or any change in the policy. All notices shall be sent to the University in care of the Director of Administrative Services. No change shall be made without prior written approval of the University.

The Contractor shall keep all the required insurance in continuous effect until the University determines that the Contractor had fulfilled all of its obligations under the contract.

4. Claims – Each insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.
5. Compensation – There shall be no direct compensation allowed the Contractor on account of any premium or other charge necessary to take out and keep in effect all insurance or bonds, but the costs thereof shall be considered included in the general cost of the work.
6. Deductible Clause – Insurance contracts required under this section shall not contain a deductible clause. As to all coverage required above, the State of Connecticut, care of Western Connecticut State University, shall be named as an additional insure

## 2.9 Contractor's Qualifications

### A. Contractor's Bidding Qualifications – As a necessary prerequisite for bidding on this contract, Contractor must:

1. Have been in business as a corporation, partnership, or sole partnership continuously for at least the last five (5) years, engaged in the business of commercial elevator services.

2. Show or be able to demonstrate to the satisfaction of the University that Contractor possesses the ability and capacity to successfully perform the obligations of this contract through evidence of satisfactory performance with other clients within the previous three (3) years.
3. Submit an annual report or other meaningful financial data that will permit the University to analyze the Contractor's financial ability to meet the requirements of this project. The data shall include Contractor's annual dollar volume, number of accounts, and number of employees.
4. Submit to the University as a part of the bid proposal list of three (3) current business references, including address of the company, name and telephone number of a contact person, and a length of time that services were performed for each company.
5. Not have been cited for two or more violations of State Labor Regulation or of any willful or serious violations of any OSHA standards, orders, or regulations promulgated pursuant to such ACT, during the three-year period preceding the bid.
6. Not have received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

2.10 Subletting, Assigning, or Subcontracting the Contract  
The contract, or any portion thereof, or the work provided therein, or the right, title, or interest of the Contractor therein may not be sublet, sold, transferred, assigned, or otherwise disposed of to any person, partnership, corporation, or other business organization without the written consent of the University.

2.11 Interruption of Building Services

- A. The Contractor shall give to the University prompt notice of damage or defective condition in any part of the buildings sanitary, electrical, heating, or other similar or dissimilar systems serving, located, or passing through the premises and the damage or defective condition shall be remedied by the University with reasonable diligence. In no event shall the Contractor be relieved of its service obligations as a result of any disruption or interruption in the above building system nor shall the Contractor be entitled to claim any damages as a result of the University's failure to promptly eliminate said disruption or interruption of the above building systems.
- B. The University reserves the right, without liability to the Contractor, to stop or interrupt heating, lighting, ventilating, air conditioning, electricity, water, cleaning, or other similar or dissimilar service and to stop or interrupt the use of any building or conveyance system or facility at such times as may be necessary and for strikes, or the making or repairs, alterations, or improvements, or inability to secure a proper supply of fuel, dissimilar cause beyond the reasonable control of the University. No such stoppage or interruption shall relieve the Contractor of any of its continuing cleaning obligations of this contract.

2.12 **Building Damage:** The Contractor shall make prompt restitution to the University in the form of cash replacement or repairs (subject to the University's approval) in settlement of any damage to University or tenant owned property caused by the Contractor's employees.

### **Section 3. Proposal Requirements**

#### **3.1 Response Requirements**

3.1.1 All proposals must include a comprehensive response to the performance specifications in this RFP. 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. An original and one copy of the proposal shall be submitted. Failure to respond to the scope or to supply any information required to accompany the proposals may cause the proposal to be deemed as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed. Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

#### **3.1.2 Specific Proposal Requirements:**

In addition to the detail requested, the proposal shall include all of the following required documentation:

- Proposed technical approach to the elevator service program
- Proposed Pricing as detailed in Appendices IV and V.
- Commitment of personnel and labor hours to this program
- Contractor Qualifications in relation to elevator services
- References provided
- Commission on Human Rights and Opportunities Contract Compliance Regulations (Notification to Bidders)
- OPM Ethics Form 5 “Consulting Agreement Affidavit”
- Form C “Non-Discrimination Certification”
- Form 6 “Affirmation of Receipt of State Ethics Laws Summary”
- Form 7 “Iran Certification”
- Completed Appendices II, IV, and V.

In addition, awarded Contractor shall provide upon award:

- OPM Ethics Form 1 “Gift and Campaign Contribution Certification”
- Insurance Certificate noting the University and State of Connecticut as additional insureds.

#### **3.2 Performance Specifications**

The following performance specifications must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. The following specifications are to be addressed in the Vendor's response.

- A. Describe how your firm proposes to meet the objectives and scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of the University's service needs and requirements.
- B. The bidder must currently own the specified business and must have owned and operated the business a minimum of three (3) years. Please provide ownership and length of operation information in bid response.

C. Provide the name and address of operating company and the names of all the owners or principles of the company or corporation.

D. The financial capacity of the bidder must be sufficient to support the specified service. Please provide a complete balance sheet or annual report as of the last fiscal year of operation.

E. Reference checks from a minimum of (3) clients of similar size and complexity currently under contract with your company shall be provided, and such references must indicate that high quality of services has been consistently performed. Please provide the length of time at each account, and the name, address and phone number of contact person for each.

F. Provide other such information as the bidder deems pertinent for consideration by the University.

G. Proposals are required to be complete and accurate. Omissions and inaccuracies may be sufficient cause for rejection of proposal.

H. Supplementary information may be requested by the University to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.

I. Provide your company's general qualifications and experience as they relate to the following:

- Stated compliance with State of Connecticut contracting statutes and regulations.
- History of contracts (if any) entered into with the State of Connecticut over a three (3) 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 any 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.

### 3.3 Subcontracting

If the bidder intends to subcontract any portion of the resulting contract, the terms of the proposal subcontract are to be described as part of the response to the required bidder's information. The University may request additional information related to any subcontract proposed.

## **Section 4. Bid Evaluation Criteria**

### **4.1 Evaluation**

The award of an Agreement will be based upon a comprehensive review and analysis of all proposals and negotiation of the proposal which best meets the needs of the University. The evaluation criteria shall include:

- Proposed technical approach to the service program, including personnel committed to the program
- Proposed pricing
- Experience in elevator services involving multiple buildings and varied manufacturers requirements
- Ability to meet specifications outlined in this request for proposal
- Compliance with State of Connecticut Terms and Conditions as identified in Appendix III.
- History of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years
- Reference checks

### **Appendix I References**

Proposals should include three institutions, of similar or the same size, where your organization provides services similar to the size and scope of the operation at the University. Please include name, title, telephone number and e-mail address of a contact person at each institution.

**References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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

## **Appendix II Proposal Certification**

Proposers – Please sign and submit this certification with your proposal.

**Request for Proposal Number:** 2018-MRC-0343

**Description:** “Elevator Maintenance Services”

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 the University 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.

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(Phone no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(e-mail address)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

## Appendix III Terms and Conditions

1. **Statutory Authority.** Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and/or 10a-151b provide the Institution with authority to enter into contracts in the pursuit of its mission.
2. **Claims Against the State.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the Institution arising from this Contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
3. **Indemnification.** The Contractor agrees to indemnify, defend and hold harmless the State of Connecticut as well as all Departments, officers, agents, and employees of the State from and against any and all claims, losses or suits according to or resulting from any Contractors, Subcontractors, laborers, or any person, firm or corporation who may be directly or indirectly injured or damaged by the negligence or willful misconduct of the Contractor in the performance of the contract.
4. **Sovereign Immunity.** The parties acknowledge and agree that nothing in this contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this contract. To the extent that this section conflicts with any other section, this section shall govern.
5. **Insurance.** The Contractor agrees that while performing services specified in this contract that it shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service(s) to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be provided to the contracting state agency prior to the performance of services.
6. **Forum and Choice of Law.** The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.
7. **Termination.**
  - a. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may terminate the Contract whenever the Institution makes a written determination that such termination is in the best interests of the State. The Institution shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
  - b. Notwithstanding any provisions in this contract, the Institution, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
    - i. **Breach.** If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the Institution sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the

nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the Institution believes that the Contractor has not performed according to the contract, the Institution may withhold payment in whole or in part pending resolution of the performance issue, provided that the Institution notifies the Contractor in writing prior to the date that the payment would have been due.

- c. The Institution shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the Institution for purposes of correspondence, or by hand delivery. Upon receiving the notice from the Institution, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to the Institution all records. The records are deemed to be the property of the Institution and the Contractor shall deliver them to the Institution no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the Institution for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- d. Upon receipt of a written notice of termination from the Institution, the Contractor shall cease operations as the Institution directs in the notice, and take all actions that are necessary or appropriate, or that the Institution may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the Institution directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- e. The Institution shall, within forty-five (45) days of the effective date of termination; reimburse the Contractor for its performance rendered and accepted by the Institution in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the Institution is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the Institution, the Contractor shall assign to the Institution, or any replacement Contractor which the Institution designates, all subcontracts, purchase orders and other commitments, deliver to the Institution all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the Institution may request.
- f. For breach or violation of any of the provisions in the section concerning representations and warranties, the Institution may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- g. Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.
- h. Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the Institution.

8. **Entire Agreement and Amendment.** This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the Institution. This contract may not be changed other than by a formal written

contract amendment signed by the parties hereto and approved by the Connecticut Attorney General.

9. **Nondiscrimination.**

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "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; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "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; (ix) "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 Connecticut General Statutes § 32-9n; and (x) "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, (2) a quasi-public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and

applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; 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 it relates to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works 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 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 Conn. Gen. Stat. § 46a-56; 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, 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 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 Conn. Gen. Stat. § 46a-56; 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, 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.

10. **Executive Orders.** This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.
11. **Force Majeure.** If the performance of obligations under this Contract are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Contract shall be excused and neither party shall have any liability to the other under or in connection with this Contract.
12. **Campaign Contribution Restrictions.** For all state contracts as defined in Connecticut General Statutes § 9-612(g)(2), as amended by Public Act 10-1 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 Agreement expressly acknowledges receipt of the State Election 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, referenced herein as Exhibit A.
13. **Contract Assignment.** No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the institution.
14. **Confidential Information.** The Contractor acknowledges that it may have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.
15. **Family Educational Rights and Privacy Act (FERPA).** In all respects, Contractor shall comply with the provisions of the **Family Educational Rights and Privacy Act (FERPA)**. For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.
16. **Summary of State Ethics Laws.** Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by

reference into and made a part of the contract as if the summary had been fully set forth in the contract.

17. **Whistleblower**. This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent (20%) of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.
18. **Disclosure of Records**. This Contract may be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.
19. **Audit Requirements for State Grants**. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to the Institution for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award was made. The Contractor will comply with federal and State single audit standards as applicable.
20. **Audit Requirements for Federal Grants**. For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: *The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide the Institution with copies of all independent auditors' reports which cover the period of performance of this contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.*

For U.S. based, non-profit Contractors expending less than \$500,000 of Federal awards in one year: Contractor agrees that all records pertaining to this agreement will be made available for review or audit by appropriate officials of the Federal agency, Institution, or the GAO during normal business hours.

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

22. **Contractor's Standards of Conduct.**

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

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

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and 22 (a) above. The Institution may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed in 1.1(i) or 1.2(a) above, or in violation of any law or standards adopted by the Institution from time to time, as required, to protect the health, safety and welfare of the Institution's community. Upon request of the Institution, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.



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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

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### 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.

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### 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.

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### PENALTIES FOR VIOLATIONS

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

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

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

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### 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.

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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](http://www.ct.gov/seec). Click on the link to "Lobbyist/Contractor Limitations."

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## DEFINITIONS

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

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

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

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

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

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

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

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"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 IV**  
**Elevator Summary and Unit Pricing Sheet**

**A. Midtown Campus – Itemized Pricing – Preventative Maintenance**

<u>Location</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Monthly Service Price</u>
Old Main (Traction)	Passenger	Motion Controller	
Higgins Annex	Passenger	Esco	
White Hall	Passenger	General	
White Hall	Freight	General	
White Hall	Wheelchair Lift	Savaria	
Newbury Hall	Passenger	Esco	
Haas Library (Traction)	Passenger	Otis	
Haas Library (Traction)	Passenger	Otis	
Haas Library	Passenger	Thyssen	
Student Center	Passenger	Otis	
Student Center	Passenger	Schindler	
Student Center (Traction)	Freight	Gillespie	
Litchfield Hall	Passenger	Montgomery	
White St. Parking Garage	Passenger	Montgomery	
White St. Parking Garage	Passenger	Montgomery	
Berkshire Hall	Passenger	Eastern	
University Hall	Passenger	Otis	
Fairfield Hall	Passenger	Otis	
Warner Hall	Passenger	Thyssen	
Science Center	Passenger	Otis	
Science Center	Passenger	Otis	
Science Center	Passenger	Lula	
Fifth Avenue Garage	Passenger	Otis	
Newbury Hall	Passenger	Esco	
Newbury Hall	Passenger	Esco	

B. Westside Campus – Itemized Pricing – Preventative Maintenance

<u>Location</u>	<u>Type</u>	<u>Manufacturer</u>	<u>Monthly Service Price</u>
Grasso Hall	Passenger	Martin	
Ancell Building	Passenger	Esco	
O'Neill Center	Passenger	Schindler	
Pinney Hall	Passenger	Dover/Eastern	
Pinney Hall	Freight	Dover/Eastern	
Westside Athletic Stadium	Passenger	Otis	
Centennial Hall	Passenger	Otis	
Centennial Hall	Passenger	Otis	
Centennial Hall Garage	Passenger	Otis	
Westside Campus Center	Passenger	Otis	
Westside Campus Center	Passenger	Otis	
Visual and Performing Arts Center	Passenger	Otis	
Visual and Performing Arts Center	Passenger	Otis	
Visual and Performing Arts Center	Passenger	Otis	
Visual and Performing Arts Center	Orchestra Pit Lift	Otis	

**Appendix V**  
**Monthly Preventative Maintenance and Service Repair Pricing**

**Campus Wide – Monthly Pricing**

Scheduled monthly service, inspection and testing on all University elevators as outlined in this request for proposal:

\$ \_\_\_\_\_/month

**Hourly rates for work outside of routine and scheduled service (ie; vandalism, emergencies).**

Regular Working Hours Rate: \$ \_\_\_\_\_/hour

(Defined as 8:00AM – 4:30PM Monday – Friday)

Overtime Rate: \$ \_\_\_\_\_/hour

(Defined as those hours outside of regular working hours and Saturdays and Sundays)

Holiday Rate: \$ \_\_\_\_\_/hour

(Defined as New Year's Day, Memorial Day, Independence Day, Thanksgiving Day, and Christmas Day)

**Repair Parts – Percentage Mark-up from List Pricing on Repair Parts**

\_\_\_\_\_ %

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

(Revised 09/17/07)

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### 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 <input type="checkbox"/> No <input type="checkbox"/> -Bidder is a minority business enterprise Yes <input type="checkbox"/> No <input type="checkbox"/> (If yes, check ownership category) Black <input type="checkbox"/> Hispanic <input type="checkbox"/> Asian American <input type="checkbox"/> American Indian/Alaskan Native <input type="checkbox"/> Iberian Peninsula <input type="checkbox"/> Individual(s) with a Physical Disability <input type="checkbox"/> Female <input type="checkbox"/>
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes <input type="checkbox"/> No <input type="checkbox"/>
Other Locations in Ct. (If any)	- DAS Certification Number _____

### PART II - Bidder Nondiscrimination Policies and Procedures

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

1. Will the work of this contract include subcontractors or suppliers? Yes    No   

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

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

Yes    No   

## PART IV - Bidder Employment Information

Date:

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

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

**CHECK ONE:**

Initial Certification    12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

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

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

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

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

## Lawful Campaign Contributions to Candidates for the General Assembly:

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

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Printed Contractor Name

**Printed Name of Authorized Official**

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**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

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## My Commission Expires



**STATE OF CONNECTICUT**  
**CONSULTING AGREEMENT AFFIDAVIT**

*Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.*

**INSTRUCTIONS:**

**If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete all sections of the form. If the bidder or 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):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

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

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

Consultant's Name and Title \_\_\_\_\_ Name of Firm (if applicable) \_\_\_\_\_

Start Date \_\_\_\_\_ End Date \_\_\_\_\_ Cost \_\_\_\_\_

Description of Services Provided: \_\_\_\_\_  
 \_\_\_\_\_

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

If YES: \_\_\_\_\_ Name of Former State Agency \_\_\_\_\_ Termination Date of Employment \_\_\_\_\_

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

Printed Name of Bidder or Contractor	<b>Signature of Principal or Key Personnel</b>	Date
Printed Name (of above)		Awarding State Agency

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**My Commission Expires**



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended*

**INSTRUCTIONS:**

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title \_\_\_\_\_ Name of Entity \_\_\_\_\_

duly formed and existing under the laws of \_\_\_\_\_ Name of State or Commonwealth \_\_\_\_\_

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

\_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity \_\_\_\_\_ Name of Entity \_\_\_\_\_

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

\_\_\_\_\_

Printed Name \_\_\_\_\_

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court/ Notary Public

\_\_\_\_\_  
Commission Expiration Date



## STATE OF CONNECTICUT

### AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

#### INSTRUCTIONS:

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

#### CHECK ONE:

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

#### IMPORTANT NOTE:

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

#### AFFIRMATION:

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

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

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Signature

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Date

---

Printed Name

---

Title

---

Firm or Corporation (if applicable)

---

Street Address

---

City

---

State Zip

---

Awards State Agency

**STATE OF CONNECTICUT**

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

**Respondent Name:** \_\_\_\_\_

**INSTRUCTIONS:**

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

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

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

**Check applicable box:**

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

Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. **CERTIFICATION required.** Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

**B. Additional definitions.**

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

**C. Certification requirements.**

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

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

**CERTIFICATION:**

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

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

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

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

\_\_\_\_\_  
**Printed Respondent Name**

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**