

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, Room 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.: <b>04PSX0070</b>
Proposal Due Date: 12 August 2004

**Barbara Moser**  
*Buyer Name*  
  
**(860)713-5081**  
*Buyer Phone Number*

**RFP ADDENDUM #4**

**DESCRIPTION: Environmentally Preferable Cleaning Products (General Purpose Cleaners, Bathroom Cleaners, and Glass Cleaners) with Green Seal Certification or meeting Green Seal Standards.**

**FOR:**  
**"All Using State Agencies, Political Sub-Divisions and Qualified Not for Profit Organizations"**

**PROPOSERS NOTE:**

**Questions and Answers asked or submitted during the August 4, 2004 mandatory Pre-Bid Meeting or submitted via e-mail on August 4, 2004.**

**Question 1:** What do you mean by "Insurance Certificates" and when are they required to be submitted to DAS?

**Answer:** The insurance requirements under pertaining to this RFP are listed starting on Page 18 of the RFP document. The documentation on required insurance is not required of the Proposer(s) until and unless they awarded under this RFP. On Pages 32 and 33, under Business Information. Letter d, Appropriate Insurance will be removed from the list of selection criteria. Successful Proposer(s) shall submit the insurance documentation required under the Contract Terms and Conditions, I. Insurance upon award under this RFP.

**Question 2:** Do you need four (4) copies of our complete tax return?

**Answer:** An original and four (4) copies are required for all Financial Statements and documentation required under this RFP.

**Question 3:** Do minority and small businesses get treated differently?

**Answer:** Yes. Small, Women or Minority-owned Connecticut businesses that are certified under the Connecticut Supplier Diversity Program will receive credit under the evaluation criteria for this RFP.

**Question 4:** Does Green Seal Certification receive preference over third party laboratory results?

**Answer:** No. Products with third party laboratory test results showing compliance with the Green Seal GS-37 Criteria will be weighed the same as products carrying the Green Seal GS-37 Certification.

**Question 5:** If a product does not have Green Seal GS-37 Certification, do you look for minimum criteria?

**Answer:** Yes. Products not certified under Green Seal GS-37 must submit independent third party laboratory test results showing compliance with the Green Seal GS-37 for the Mandatory Health and Environmental Specifications starting on Page 22 of this RFP.

**Question 6:** The RFP states that new products will be added to the award. How will this be handled?

**Answer:** Product categories added to the Green Seal GS-37 Criteria after DAS awards this contract for the categories of Bathroom Cleaners, General Cleaners, and Glass Cleaners can be awarded under the open enrollment clause. DAS solicitation for new product categories meeting Green Seal GS-37 Criteria will be made public and awarded in accordance with the standards outlined in this RFP.

**Question 7:** When you add a new category, will it be advertised in the Bidder Notification System.

**Answer:** Yes.

**Question 8:** Does certification under Green Seal GS-37 mean that the product automatically complies with the information required under Attachment F, which deals with Asthmagens?

**Answer:** It may. Some products that are certified under GS-37 may not contain any of the asthmagens listed in Attachment F. However, Green Seal Certification does not require certified products to meet this criteria. For the purposes of this RFP, this criteria is desirable, and included to aid in purchasing for chemical sensitive populations. Desirable specifications will be considered when evaluating proposals submitted under this RFP.

**Question 9:** Concerning how POs are submitted (ie, Fax, etc.), Is this weighted or just for general information?

**Answer:** For informational purposes.

**Question 10:** Do we need to submit multiple copies of the RFP Terms and Conditions, etc with our proposals?

**Answer:** No. Only items that are part of your proposal need be submitted.

**Question 11:** Will we be getting a list of attendees from this pre-bid meeting.

**Answer:** Yes. Copies of the attendance list will be handed out at the closing of this meeting.

**Question 12:** On the Proposer's Checklist, number 15 says to include proposal schedule pages (RFP16). What is this schedule – was it replaced by the pricing attachments? Are we still required to put company name on top right corner of each page?

**Answer:** For the purpose of this RFP, RFP-16, Proposal Schedule and Attachment G are the same document. There is a space for Proposer Name on the right hand side of the table.

**Question 13:** What is the DAS Set Aside Certificate?

**Answer:** The DAS Set Aside Certificate is a document given to Connecticut small, woman, or minority owned businesses that meet set criteria and apply for the certification.

**Question 14:** What do you mean by two (2) complete samples of reports (Page 34 under account management)?

**Answer:** Under the terms of this RFP, awarded vendors are required to supply reports on product usage, etc. The Proposer should indicate how they would respond to such a request and supply two copies of a report that would respond to inquiries.

**Question 15:** We are planning to bid all three categories of products from several different manufacturers. Which would you prefer (1) a single Attachment G with all the items included in order by category, (2) a single Attachment G with all the items included in order by manufacturer, (3) a separate Attachment G for each manufacturer, or (4) a separate Attachment G for each category?

**Answer:** For ease of evaluation, products submitted should be arranged by category on a single Attachment G. If you are proposing products under the same category with different manufacturers, please indicate the manufacturer name under the product category.

**Question 16:** RFP-14 Statement of Qualifications asks for Contract Awards. Are these only formal RFPs that we have bid on and were awarded, or can they be any one-time sale to a State dept or agency?

**Answer:** Proposers should list any sales made to State Agencies whether formal by RFP or Bid, or a one-time sale.

**This Addendum must be *Signed & Returned* with your Proposal.**

\_\_\_\_\_  
*Authorized Signature of Proposer*

\_\_\_\_\_  
*Company Name*

***APPROVED***\_\_\_\_\_

***BARBARA MOSER***

*Contract Specialist*

(Original Signature on Document in Procurement Files)

**Date Issued:** 6 August 2004

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, Room 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.:  
04PSX0070

Proposal Due Date:  
12 August 2004

**Barbara Moser**  
*Buyer Name*  
  
**(860)713-5081**  
*Buyer Phone Number*

**RFP ADDENDUM #3**

DESCRIPTION: Environmentally Preferable Cleaning Products (General Purpose Cleaners, Bathroom Cleaners, and Glass Cleaners) with Green Seal Certification or meeting Green Seal Standards.

FOR:  
"All Using State Agencies, Political Sub-Divisions and Qualified Not for Profit Organizations"

**PROPOSERS NOTE:**

Please note the following changes to RFP No. 04PSX0070:

**A. Page 9, F. Submission of Proposals**

*The first paragraph has been changed to read as follows. Subsequent paragraph in that section remain unchanged.*

Vendors must submit one original and four (4) copies of the proposal. Any proposal, which is incomplete or does not follow the prescribed format, may not be considered.

**Note: Contractors are no longer required to submit one (1) copy of their proposal in electronic format.**

**B. Page 13, W. Small and Minority Owned Businesses**

The citation in the first paragraph is changed to read 4a-60j.

**C. Page 28, Pricing Requirements**

**Letter C has been added to Pricing Requirements to address dispensing units, and reads as follows:**

**C. Dispensing / Mixing Units**

Contractors may submit pricing for dispensing / mixing units, if such units are available for products offered in response to this RFP. Dispensing / mixing unit pricing must be listed on a clearly labeled, separate sheet and attached to Attachment G.

**QUESTIONS AND ANSWERS:**

The following questions were submitted in response to RFP No. 04PSX0070. Please note the answers provided following each question.

- 1) The manufacturer we represent is offering a primary product, and an alternative product. Do we need to fill out two complete bid packages (with 4 copies and an electronic copy of each), - or - can we submit a primary bid, and an alternate bid which clearly states any differences – or – can we include the alternative bid as part of our primary bid package?

Multiple products may be submitted on the same proposal.

- 2) What are the payment terms under CGS 32-9h?

Page 31, subsection e. Payment Terms lists the payment terms for non-SBE and SBE Contractors.

**3) Page 21 – Product Requirements: If only ONE distinct product is being offered (for multiple applications / in several dilutions) what is the preferred method of completing attachments A through G?**

Under the circumstances described in question 3, the preferred method of completing Attachments A through G are as follows:

Attachment A – The Vendor must check off the applicable product categories for the product.

Attachment B – Because the concentrate is the same regardless of the dilution or the product category, only one Attachment B is needed for the product. Please be sure to indicate all Product Categories on the attachment.

Attachment C – Only one Attachment C is needed if the Vendor specifies any differences in the desirable criteria for each of the product categories.

Attachment D – Vendor should indicate for which product categories training is available.

Attachment E – Packaging information for each product category should be indicated. If all packaging is the same, the Vendor should indicate this on the attachment.

Attachment F - Because the concentrate is the same regardless of the dilution or the product category, only one Attachment F is needed for the product.

Attachment G – Information provided on attachment G should be organized by product category, a breakdown of the sizes available and cost per unit.

**4) Page 41 – Price Sheet. If product is to be used for multiple applications / in several dilutions, what is the preferred method of completing the price schedule? (for example: Quote the price on each dilution, and attach a list of the various application each dilution can be used for, OR Quote the price based on each possible application, repeating the pricing when the dilution is the same, OR use a different method for pricing the various dilutions / applications).**

In the case of one product that can be used in different product categories at different dilutions, the Vendor should fill out Attachment G by each product category, providing pricing for package sizes available at each dilution. If a product is used at the same dilution for multiple product categories, the Vendor should repeat the pricing for each product category and dilution.

**5) Page 30 – letter E. Returns: If an agency orders product in error, will vendor be allowed to charge return freight to that agency?**

Product ordered in error may be returned to the vendor at the cost of the Contract User. Vendors may not charge a restocking fee to Contract Users.

**6) Does the electronic copy of the bid have to be in Adobe – or can it be in Word or Excel? Is there a non-adobe version available to vendors?**

RFP # 04PSX0070 no longer requires an electronic copy to be submitted with the proposals. Please refer to letter A, above. Only adobe versions of the RFP are available to Vendors.

**7) How many locations will be using these products?**

At this time, we do not know how many locations will be using these products. Some State Agencies and political subdivisions have expressed interest in Environmentally Preferable Cleaners.

**8) If you would like we can break out the cost for each dispensing system and charge our cost to State of Connecticut. Can we do this? If no please refer to question 1 (question 6 for the purpose of Addendum #3).**

Yes, we would like pricing for Dispensing / Mixing Units. Please refer to letter C, above.

**9) On page 10, item E, the bid says DAS reserves the right to award to multiple vendors.**

**Will this RFP be awarded to one or multiple vendors? That question needs to be clarified. For example, will you award to one manufacturer only, who may perhaps have multiple vendors (distributors)? If so, will you award the multiple vendors by geography (say, by counties), based on which vendor can best service which part of the state?**

**If you award to more than one manufacturer, the same question applies: How will you decide which of the various distributors of those manufacturers will be awardees?**

**And if the award is to multiple vendors, will there be a minimum number of points to qualify as a vendor, or will all vendors who distribute the particular manufacturer be awardees, as long as they meet all the minimum requirements set out in the RFP?**

The RFP will be awarded in the best interest of the State. Page 32 of the RFP covers Selection Criteria.

**10) It appears as time goes by meeting Green Seal approval has become more strict and demanding that products must be formulated specifically to meet their requirements no matter how environmentally safe or "human exposure safe" our**

lab/chemists/tests deem them to be. (Is it even possible current Green Seal approved products may not fully meet their requirements were they submitted today?) Consequently, we have been working with Green Seal for months in revising our formula and data to meet their qualifications. Referencing your RFP there are specific references to data to support environmental claims, etc. just as Green Seal requests. We are still in process of revising and completing this data for Green Seal approval; but it is not complete and will not be completed by your RFP due date. Therefore, what information and data do we have available that is acceptable to support your requests? Does data from our chemists apply? Are copies of reports of data we have submitted to Green Seal so far adequate documentation of this process to qualify a product at this time to be submitted for your RFP?

Please refer to Page 25, Required Documentation for Mandatory Health and Environmental Specifications. Green Seal certification or independent third party laboratory test results will be acceptable under the terms of this RFP.

**11) Is there a Microsoft word version of the RFP # 04PSX0070? If so could we get it to set up our electronic response?**

Only an Adobe version of the RFP is available to Vendors.

**12) Page 9 part F. of the RFP states" Vendors must submit one-original and (4) copies of the proposal along with (1)copy of electronic versions (either on diskette or CD-ROM). Any proposal, which is incomplete or does not follow the prescribed format, may not be considered." The downloaded RFP is apparently in final format and cannot be edited or filled in. How is this electronic version to be completed with the format that was issued?**

RFP # 04PSX0070 no longer requires an electronic copy to be submitted with the proposals. Please refer to letter A, above. Only an Adobe version of the RFP is available to Vendors.

**12) We will be in a different part of the country the day the mandatory pre bid meeting is scheduled. Is there an option?**

The Pre bid Meeting is mandatory. Consequently, you must send someone to represent your product(s). Please refer to Addendum #2 for complete information on the mandatory pre bid meeting and other important changes to this RFP.

**13) We would like to know if the signatures required on this RFP must be of the person who attends the pre bid meeting? Also, do all the addendums have to be signed by the same person?**

The proposal must be signed by an authorized official with the authority to bind the company. Addendums may be signed by different people if those individuals are authorized officials with the authority to bind the company. The representative sent to the mandatory pre bid meeting need not be an authorized official with the authority to bind the company. Please refer to page 8, C. Authorized Signatures for further information on Authorized Signatures.

**This Addendum must be *Signed & Returned* with your Proposal.**

\_\_\_\_\_  
*Authorized Signature of Proposer*

\_\_\_\_\_  
*Company Name*

**APPROVED**\_\_\_\_\_

**BARBARA MOSER**

*Contract Specialist*

(Original Signature on Document in Procurement Files)

**Date Issued:** 30 July 2004

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, Room 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.: <b>04PSX0070</b>
Proposal Due Date: 12 August 2004

**Barbara Moser**  
*Buyer Name*  
  
**(860)713-5081**  
*Buyer Phone Number*

**RFP ADDENDUM #2**

DESCRIPTION: **Environmentally Preferable Cleaning Products (General Purpose Cleaners, Bathroom Cleaners, and Glass Cleaners) with Green Seal Certification or meeting Green Seal Standards.**

FOR:  
"All Using State Agencies, Political Sub-Divisions and Qualified Not for Profit Organizations"

**PROPOSERS NOTE:**

Please note the following changes to this RFP:

**Page 7, RFP Process and Timing Dates**

**IMPORTANT:** Process and Timing Dates have been REVISED as follows:

<b>Activity</b>	<b>Date</b>
RFP Availability to Vendors	July 1, 2004
Written Questions Due	July 27, 2004
Answers to Written Questions Posted on DAS Website	July 29, 2004
Mandatory Pre-bid Opening – State Office Bldg, 165 Capitol Ave., Hartford, CT 06106 Room G19 at 10:00 am.	August 4, 2004
Answers to Questions Raised During Mandatory Pre-bid Opening Posted on DAS Website	August 6, 2004
Proposals (including pricing and attachments) and Standard Contract Due from Vendors	August 12, 2004
Proposal Evaluation	August 13 through August 26, 2004
Vendor Negotiations, if necessary	August 27 through September 3, 2004
Vendor(s) Selection	September 7 through September 10, 2004

**Page 9, E. Mandatory Pre-bid Meeting date**

**IMPORTANT:**

**A. Mandatory Pre-Bid Meeting**

This solicitation contains a **mandatory** pre-proposal meeting requirement. Vendors interested in responding to this RFP must attend the meeting at the specified date/location listed below:

**Date:** Wednesday, August 4, 2004  
**At:** State Office Building, Rm G19  
165 Capitol Avenue  
Hartford, CT 06106  
**Time:** 10:00 am

**Page 9 and Page 22, Proposal Due Date and Submission Requirements**

**Original Date:** August 5, 2004

**New Date:** August 12, 2004

**Page 25, Required Documentation for Mandatory Health and Environmental Specifications**

Group A submission requirements changed to read as follows:

- Vendors may submit Green Seal certification
- Alternatively, Vendors may submit independent third party laboratory test results, including test protocols and detailed test results. To identify a list of ASTM approved laboratories go to [www.astm.org](http://www.astm.org).

**Note:** Company (in-house) test results language has been removed and will not be considered when evaluating this RFP.

**Page 28, B. Price Adjustments**

Section changed to read as follows:

Prices quoted for products under this contract shall remain firm for a period of one (1) year. Thereafter, on the anniversary date of the contract, the awarded contractor may file for a price increase consistent with and relative to price changes originating with the manufacturer. Changes shall be based upon general industry changes, as evidenced by manufacturers printed price notices or lists. Requests for such increases must be fully and properly documented. The new pricing medium must be sent with the request for increase.

The state reserves the right to reject any requested price increase deemed excessive by the State. The vendor must submit a formal request for an increase to DAS, Procurement Services, 165 Capitol Avenue, 5<sup>th</sup> Floor South, Hartford, CT 06106, ATTN: Barbara Moser, no later than thirty (30) days prior to the effective price increase date. The increase request shall contain the date the increase takes effect. No retroactive increase will be allowed. In the event a retroactive price increase is received, DAS Procurement Services will set the effective date as ten (10) days from the receipt of such request. Any purchase orders issued by any State agency prior to the effective date will be honored by the contractor at the price in effect at the time of the issuance of the purchase order.

**Page 36, Attachment B**

Checkboxes and language at bottom of page are removed and replaced with the following information:

**Note:** To be eligible for award under this RFP, Proposers must submit data to demonstrate compliance with all twelve (12) specifications listed in the Product Formulation – Mandatory Health and Environmental Specifications starting on page 22 of this RFP.



**This Addendum must be Signed & Returned with your Proposal.**

\_\_\_\_\_  
*Authorized Signature of Proposer*

\_\_\_\_\_  
*Company Name*

**APPROVED** \_\_\_\_\_

**BARBARA MOSER**

*Contract Specialist*

(Original Signature on Document in Procurement Files)

**Date Issued:** 21 July 2004

RFP ADDENDUM  
RFP-18 NEW 6/98

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, Room 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.: <b>04PSX0070</b>
Proposal Due Date: 5 August 2004

**Barbara Moser**  
*Buyer Name*  
  
**(860)713-5081**  
*Buyer Phone Number*

**RFP ADDENDUM #1**

DESCRIPTION: Environmentally Preferable Cleaning Products (General Purpose Cleaners, Bathroom Cleaners, and Glass Cleaners) with Green Seal Certification or meeting Green Seal Standards.

FOR:  
"All Using State Agencies, Political Sub-Divisions and Qualified Not for Profit Organizations"

**PROPOSERS NOTE:**

Please note the date change for written questions due.  
Original date: July 20, 2004  
New date: July 27, 2004

Addendum #2 will be issued during the week of July 19th with clarifications to the RFP, including the RFP process and timing dates.

**This Addendum must be Signed & Returned with your Proposal.**

\_\_\_\_\_  
*Authorized Signature of Proposer*

\_\_\_\_\_  
*Company Name*

**APPROVED** \_\_\_\_\_

**BARBARA MOSER**  
*Contract Specialist*  
(Original Signature on Document in Procurement Files)

**Date Issued:** 12 July 2004

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
HARTFORD, CT 06115-0414



Barbara Moser

(860) 713-5081  
Telephone Number

**NOTICE TO VENDORS:**

Logon to:

<http://www.das.state.ct.us/busopp.asp>  
select the **Bidder Notification System** &  
complete the form to automatically receive a synopsis  
of new Bids & RFP's via e-mail.

[www.das.state.ct.us/busopp.asp](http://www.das.state.ct.us/busopp.asp)  
DAS CT State Web Site

[barbara.moser@po.state.ct.us](mailto:barbara.moser@po.state.ct.us)  
E-mail Address

(860) 622-2960  
Fax Number

**Request for Proposal (RFP)**  
*SPECIFICATIONS & PROPOSAL DOCUMENTS ATTACHED*

RFP Number: **04PSX0070** RFP Due Date & Time: **05 August 2004 at 2:00 pm Eastern Time**

DESCRIPTION: **Environmentally Preferable Cleaning Products**

*Special Instructions:*

*NOTE: RFP's are not opened in public on the due date.*

**\*\*\* MANDATORY PRE-PROPOSAL MEETING on 26 July 2004 at 10:00 am Eastern Time \*\*\***

**NOTE: Late Arrivals (15 minutes or more) will not be given credit for attending nor allowed to participate in the RFP process.**

**Pre-Proposal Meeting Location: State Office Building**

Department of Administrative Services  
Procurement Services  
165 Capitol Ave  
Hartford, CT 06106

**Room G19**

**Contact: Barbara Moser (860) 713-5081**

This contract replaces the following contract award(s) in part or in total: **NONE**

**SEALED RFP NO.: 04PSX0070**

**RFP DUE DATE/TIME: 05 August 2004**  
**2:00 PM**

**Return Proposal To:**

|||||  
PROCUREMENT SERVICES  
DEPARTMENT OF ADMINISTRATIVE SERVICES  
STATE OF CONNECTICUT  
165 CAPITOL AVE 5th FLOOR SOUTH  
PO BOX 150414  
HARTFORD CT 06115-0414

***NOTE: Always use mailing label  
at left on all packages when  
returning the ORIGINAL &  
ONE COPY of your RFP response.***

RFP's responses cannot be accepted after  
specified RFP Due Date/Time.

**Vendors will not be admitted to state  
buildings without a valid photo ID.**

Hand-delivered RFP's must be brought to:  
DAS Customer Service  
Room 110  
165 Capitol Avenue,  
Hartford, CT

# STATE OF CONNECTICUT

## PROPOSER'S CHECKLIST

RFP Number:  
04PSX0070

### READ CAREFULLY

**THIS FORM IS NOT TO BE RETURNED WITH YOUR PROPOSAL. HOWEVER, IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.**

- \_\_\_ 1. The Proposal (RFP-26) must be signed by a duly authorized representative of the company (unsigned proposals are automatically rejected) and the Proposal Schedule (RFP-16) must be included with your proposal.
- \_\_\_ 2. The proposal prices you have offered have been reviewed and verified.
- \_\_\_ 3. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the proposal evaluation).
- \_\_\_ 4. Any errors, alterations, corrections or erasures to unit prices, total prices, etc. must be initialed by the person who signs the proposal or his designee. Such changes made and not initialed mean automatic rejection of proposal.
- \_\_\_ 5. The payment terms are Net 45 Days. Net Terms for periods less than 45 days (Ex. Net 30) may result in proposal rejection. (You may offer cash discounts for prompt payment.)  
*Exception:* State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 32-9h.
- \_\_\_ 6. Any technical or descriptive literature, drawing or proposal samples that are required have been included with the proposal.
- \_\_\_ 7. The delivery information block has been completed. (Be specific: In most cases, "as ordered" or "as required" is not complete information.)
- \_\_\_ 8. If required, the amount of proposal surety has been checked and the surety has been included.
- \_\_\_ 9. Any addenda to the proposal have been signed and included.
- \_\_\_ 10. The pre-addressed mailing label has been used on your return mailing envelope or the envelope has been:
  - a. marked with the Proposal Number and RFP Due Date &
  - b. addressed to:  

State of Connecticut  
Department of Administrative Services  
Procurement Services  
165 Capitol Avenue, 5<sup>th</sup> Floor South  
PO Box 150414  
Hartford, CT 06115-0414
- \_\_\_ 11. The proposal number on the pre-addressed mailing label or on your hand marked return envelope exactly matches the RFP number inside the envelope.
- \_\_\_ 12. Mail or hand-deliver your proposal in-time to be received no later than the designated RFP due date and time. Hand-delivered proposals must be delivered to the DAS Customer Service Desk, Room 110, 165 Capitol Avenue, Hartford, CT. Late proposals are not accepted under any circumstances. Allow ample time if mailing in your proposal.
- \_\_\_ 14. Form DAS-45 Employment Information Form must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each proposal or proposal may be rejected.
- \_\_\_ 15. MAKE SURE TO INCLUDE THE ORIGINAL PROPOSAL SCHEDULE PAGES (RFP-16) ALONG WITH ONE COPY (UNLESS MORE COPIES ARE REQUESTED WITHIN THE PROPOSAL SPECIFICATIONS).
- \_\_\_ 16. VENDORS NAME MUST APPEAR IN THE UPPER RIGHT CORNER OF ALL PROPOSAL SCHEDULE PAGES (RFP-16).

PROPOSAL  
RFP-26 Rev. 04/03  
(Prev. Rev. 11/02)

Barbara Moser

(860)713-5081  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
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**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO BOX 150414**  
**HARTFORD, CT 06115-0414**

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

Page 1 of 3

RFP NO: <b>04PSX0070</b>	RFP DUE DATE: <b>05 August 2004</b>	RFP DUE TIME: <b>2:00 PM Eastern Time</b>	RFP SURETY: <b>\$0.00</b>	DATE ISSUED: <b>1 July 2004</b>
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DESCRIPTION: **Purchase of Environmentally Preferable Cleaning Products**

FOR: "All Using State Agencies, Political Sub-Divisions and Qualified Not for Profit Organizations"	TERM OF CONTRACT / DELIVERY DATE REQ'D: <b>Date of Award through August 31, 2006</b>
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<b>See Mandatory Pre-Proposal Information on Request for Proposal (form RFP-11)</b>	Agency Requisition Number(s): <b>166701</b>
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**REQUEST FOR PROPOSAL:** Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended, sealed proposals will be received by Procurement Services for the State of Connecticut, at the address above for furnishing the commodities and/or services herein listed to state agencies.

**NOTE: Proposer means Individual/Sole Proprietor, Partnership or Corporation name.**

**IMPORTANT: ALL pages of this form, Sections 1 through 4 must be completed, signed and returned by proposer as part of the proposal package. Failure to submit both pages constitutes grounds for rejection of your proposal.**

Section 1 of 4 - **PROPOSER INFORMATION**

COMPLETE PROPOSER LEGAL BUSINESS NAME	Taxpayer ID # (TIN): <input type="checkbox"/> SSN <input type="checkbox"/> FEIN  WRITE/TYPE SSN/FEIN NUMBER ABOVE
---------------------------------------	---

BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)

BUSINESS ENTITY: <input type="checkbox"/> CORPORATION <input type="checkbox"/> LLC CORPORATION <input type="checkbox"/> LLC PARTNERSHIP <input type="checkbox"/> LLC SINGLE MEMBER ENTITY <input type="checkbox"/> NON-PROFIT <input type="checkbox"/> PARTNERSHIP <input type="checkbox"/> INDIVIDUAL/SOLE PROPRIETORSHIP
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**NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.**

BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)
---

UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)

UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)

**NOTE: IF YOUR BUSINESS IS A PARTNERSHIP, YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO YOUR BID SUBMISSION.**

**NOTE: IF YOUR BUSINESS IS A CORPORATION, IN WHICH STATE ARE YOU INCORPORATED?**

WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER  <b>← SIGN HERE</b>	DATE EXECUTED
--	---------------

TYPE OR PRINT NAME OF AUTHORIZED PERSON	TITLE OF AUTHORIZED PERSON
---	----------------------------

IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE?  YES (ATTACH COPY OF CERTIFICATE)  NO

IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.

PROPOSAL  
RFP-26 Rev. 04/03  
(Prev. Rev. 11/02)

Barbara Moser

(860)713-5081  
Telephone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO BOX 150414**  
**HARTFORD, CT 06115-0414**


Page 2 of 3

THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

Section 1 of 4 - **PROPOSER INFORMATION (CONTINUED)**

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address & Contact information on back of this form.				
PROPOSER E-MAIL ADDRESS			PROPOSER WEB SITE	
<b>REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS.</b> <input type="checkbox"/> SAME AS PROPOSER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE

CONTACT INFORMATION: NAME (TYPE OR PRINT)		
1 <sup>ST</sup> BUSINESS PHONE:	Ext. #	HOME PHONE:
2 <sup>ND</sup> BUSINESS PHONE:	Ext. #	1 <sup>ST</sup> PAGER:
CELLULAR:		2 <sup>ND</sup> PAGER:
1 <sup>ST</sup> FAX NUMBER:		TOLL FREE PHONE:
2 <sup>ND</sup> FAX NUMBER:		TELEX:
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED PROPOSER		DATE EXECUTED
 <b>SIGN HERE</b>		
TYPE OR PRINT NAME OF AUTHORIZED PERSON		TITLE OF AUTHORIZED PERSON
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? <input type="checkbox"/> YES (ATTACH COPY OF CERTIFICATE) <input type="checkbox"/> NO		
IF YOU ARE A STATE EMPLOYEE, INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.		

<b>FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	<input type="checkbox"/> EDI
<b>If EDI was selected, give us a person to contact in your company to set up EDI:</b>			
NAME:			
E-MAIL ADDRESS:			
TELEPHONE NUMBER:			
<b>FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)</b>			
<input type="checkbox"/> E-MAIL	<input type="checkbox"/> FAX	<input type="checkbox"/> USPS MAIL	

**ADD FURTHER BUSINESS ADDRESS, E-MAIL & CONTACT INFORMATION BELOW IF REQUIRED**

Barbara Moser

(860)713-5081  
Telephone Number

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**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
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SCHEDULE FORMS  
MUST BE RETURNED

**Read & Complete**  
**Carefully**

Page 3 of 3

Section 2 of 4 - **IMPORTANT INFORMATION FOR PROPOSERS**

**AFFIRMATION OF PROPOSER: The abovesigned proposer affirms and declares:**

1. That this proposal is executed and signed by said proposer with full knowledge and acceptance of the provisions of Form RFP-19 of current issue and in effect on the date of proposal issue. Form RFP-19, entitled Standard Proposal and Contract Terms and Conditions are made a part of the contract.
2. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of all Special Proposal and Contract Terms and Conditions attached hereto.
3. That should any part of this proposal be accepted in writing by Procurement Manager within ninety (90) calendar days from the proposal due date unless an earlier date for acceptance is specified by proposer in proposal schedule, said proposer will furnish and deliver the commodities and/or services for which this proposal is made, in the quantities and at the prices proposed, and in compliance with the provisions of the STANDARD PROPOSAL AND CONTRACT TERMS AND CONDITIONS, COMMODITY SPECIFICATION, PROPOSAL SCHEDULE AND SPECIAL PROPOSAL AND CONTRACT TERMS AND CONDITIONS. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified by proposer in proposal schedule, such award shall be conditioned upon proposer's acceptance.
4. Acceptance of the conditions set forth herein, agreement in strict accordance therewith, and will furnish and deliver the commodities and/or services to the state agency or agencies named in the PROPOSAL SCHEDULE at the prices proposed therein.
5. **Should Procurement Services determine that proposer has not completed Section 1 - Proposer Debarment and/or Suspension included as part of this document, then such determination may be just cause for disqualification from the evaluation of this proposal.**

Section 3 of 4 - **PROPOSER DEBARMENT AND/OR SUSPENSION**

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with the State of Connecticut or the Federal Government.

YES  NO

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

YES  NO

If the abovesigned proposer and/or any company official or any subcontractor to the proposer and/or any company official *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, other states within the United States or Federal Government, said notices must be attached to this document when submitting this proposal.

Number of notices attached \_\_\_\_\_

Section 4 of 4 - **OTHER NOTICES**

**Notice regarding Package Handling at 165 Capitol Avenue**

As part of new security processes, all mail, packages and parcels, **including RFP's**, delivered to the State Office Building at 165 Capitol Avenue will be opened and examined by trained mail handling staff. RFP's will then be resealed and forwarded to Procurement Services. This procedure also applies to hand- carried packages.

Proposers, note that additional time will be required to carry out these procedures. Allow extra time for processing of mail or personally delivered bids to Procurement Services. Remember, RFPs cannot be accepted after the RFP Due Date & Time specified on the RFP.

**NOTE: ALWAYS USE MAILING LABEL INCLUDED WITH EACH RFP ON ALL PACKAGES WHEN RETURNING THE ORIGINAL & ONE COPY OF YOUR RFP RESPONSE.**

**SIGNATURE OF AUTHORIZED PERSON IN SECTION 2 CONSTITUTES AGREEMENT WITH ALL PROCEDURES INDICATED ABOVE.**

**Barbara Moser**  
Buyer Name

**(860)713-5081**  
Buyer Phone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.:  
**04PSX0070**

**Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 1 of 3**

**All Requests for Proposal issued by the Department of Administrative Services, Procurement Services will bind Proposers to the terms and conditions listed below, unless specified otherwise in any individual Request for Proposal.**

**Incorporated by reference into this contract are applicable provisions of the Connecticut General Statutes including but not limited to Sections 4a-50 through 4a-80 and applicable provisions of the Regulations of Connecticut State Agencies including but not limited to Sections 4a-52-1 through 4a-52-22.**

**The contractor agrees to comply with the regulations referred to in this section as they exist on the date of this proposal and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.**

**Submission of Proposals**

1. Proposals must be submitted on forms supplied by Procurement Services. Telephone or facsimile proposals will not be accepted in response to a Request for Proposal.

2. The time and date proposals are due is given in each RFP issued. Proposals received after the specified due date and time of RFP given in each RFP shall not be considered. RFP envelopes must clearly indicate the RFP number as well as the date and time that the RFP is due. The name and address of the Proposer should appear in the upper left hand corner of the envelope.

3. Incomplete RFP forms may result in the rejection of the proposal. Amendments to proposals received by Procurement Services after the due date and time specified, shall not be considered. An original and one copy of the proposal schedule shall be returned to Procurement Services. Proposals shall be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil shall be rejected. All proposals shall be signed by a person duly authorized to sign proposals on behalf of the proposer. Unsigned proposals shall be rejected. Errors, alterations or corrections on both the original and copy of the proposal schedule to be returned must be initialed by the person signing the proposal or their authorized designee. In the event an authorized designee initials the correction, there must be written authorization from the person signing the proposal to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of the proposal for those items erased, altered or corrected and not initialed.

4. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one which limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the Request for Proposal.

5. Alternate proposals will not be considered. An alternate proposal is defined as one which is submitted in addition to the proposers primary response to the Request for Proposal.

6. Prices should be extended in decimal, not fraction, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the proposal, and subject only to cash discount.

7. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Such taxes must not be included in proposal prices.

8. In the event of a discrepancy between the unit price and the extension, the unit price shall govern.

9. By its submission the proposer represents that the proposal is not made in connection with any other proposer submitting a proposal for the same commodity or commodities and is in all respects fair and without collusion or fraud.

10. All proposals are subject to public inspection upon award.

**Guaranty or Surety**

11. Proposal and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond for the surety company must be submitted with the bond.

**Samples**

12. Accepted proposal samples do not supersede specifications for quality unless sample is superior in quality. All deliveries shall have at least the same quality as the accepted proposal sample.

13. Samples are furnished free of charge. Proposer must indicate if their return is desired, provided they have not been made useless by test. Samples may be held for comparison with deliveries.

**Award**

14. Award will be based on quality of the articles or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

15. Procurement Services may reject any proposer in default of any prior contract or guilty of misrepresentation or any proposer with a member of its firm in default or guilty of misrepresentation.

16. Procurement Services may correct inaccurate awards resulting from clerical or administrative errors.



**Barbara Moser**  
Buyer Name

**(860)713-5081**  
Buyer Phone Number

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO Box 150414**  
**HARTFORD, CT 06115-0414**

RFP NO.:  
**04PSX0070**

**Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 2 of 3**

**Contract**

17. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship.

18. The Contractor shall not assign or otherwise dispose of their contract or their right, title or interest, or their power to execute such contract to any other person, firm or corporation without the prior written consent of Procurement Services.

19. Proposers have ten days after notice of award to refuse acceptance of the award; after ten days the award will be binding on the Contractor. If the Contractor refuses to accept the award within the ten day period, the award will be made to the next lowest responsible qualified proposer.

20. Failure of a Contractor to deliver commodities or perform services as specified will constitute authority for Procurement Services to purchase these commodities or services on the open market. The Contractor agrees to promptly reimburse the State for excess cost of these purchases. The purchases will be deducted from the contracted quantities.

21. Rejected commodities must be removed by the Contractor from State premises within 48 hours. Immediate removal may be required when safety or health issues are present.

22. Contractor agrees to: hold the State harmless from liability of any kind for the use of any copyright or uncopyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; guarantee their products against defective material or workmanship; repair damages of any kind, for which they are responsible to the premises or equipment, to their own work or to the work of other contractors; obtain and pay for all licenses, permits, fees etc. and to give all notices and comply with all requirements of city or town in which the service is to be provided and to the State of Connecticut; to carry proper insurance to protect the State from loss.

23. Notwithstanding any provision or language in this contract to the contrary, the Commissioner may terminate this contract whenever he/she determines in his/her sole discretion that such termination is in the best interests of the State. Any such termination shall be effected by delivery to the Contractor of a written notice of termination. The notice of termination shall be sent by registered mail to the Contractor address furnished to the State for purposes of correspondence or by hand delivery. Upon receipt of such notice, the Contractor shall both immediately discontinue all services affected (unless the notice directs otherwise) and deliver to the State all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Contractor in performing his duties under this contract, whether completed or in progress. All such documents, information, and materials shall become the property of the State. In the event of such termination, the Contractor shall be entitled to reasonable compensation as determined by the Commissioner of the Department of Administrative Services, however, no compensation for lost profits shall be allowed.

**Delivery**

24. All products and equipment delivered must be new unless otherwise stated in the proposal specifications.

25. Delivery will be onto the specified State loading docks by the Contractor unless otherwise stated in the proposal specifications.

26. Deliveries are subject to re-weighing on State sealed scales.

27. Payment terms are net 45 days after receipt of goods or invoice, whichever is later, unless otherwise specified.

28. Charges against a Contractor shall be deducted from current obligations. Money paid to the State by the Contractor shall be payable to the Treasurer, State of Connecticut.

**Saving Clause**

29. The Contractor shall not be liable for losses or delays in the fulfillment of the terms of the contract due to wars, acts of public enemies, strikes, fires, floods, acts of God or any other acts not within the control of or reasonably prevented by the Contractor. The Contractor will give written notice of the cause and probable duration of any such delay.

**Advertising**

30. Contractors may not reference sales to the State for advertising and promotional purposes without the prior approval of Procurement Services.

**Rights**

31. The State has sole and exclusive right and title to all printed material produced for the State and the contractor shall not copyright the printed matter produced under the contract.

32. The Contractor assigns to the State all rights title and interests in and to all causes of action it may have under Section 4 of the Clayton Act, 15 USC 15, or under Chapter 624 of the general statutes. This assignment occurs when the Contractor is awarded the contract.

33. Contractor agrees that it is in compliance with all applicable federal, state and local laws and regulations, including but not limited to Connecticut General Statutes Sections 4a-60 and 4a-60a. The Contractor also agrees that it will hold the State harmless and indemnify the State from any action which may arise out of any act by the contractor concerning lack of compliance with these laws and regulations. All purchases will be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.

34. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973 and section 16 of P.A. 91-58 nondiscrimination regarding sexual orientation, and the provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999 regarding Violence in the Workplace Prevention Policy.

**Barbara Moser**  
*Buyer Name*

**(860)713-5081**  
*Buyer Phone Number*

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
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RFP NO.:  
**04PSX0070**

**Standard Request for Proposal (RFP) and Contract Terms and Conditions - Page 3 of 3**

**Records, Files, and Information**

35. Incorporated by reference into this contract and Pursuant to Public Act No. 01-169, 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 (1) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (2) indicate that such records and files are subject to the Freedom of Information Act and may be disclosed by the public agency pursuant to the Freedom of Information Act.

36. Incorporated by reference into this contract is Section 4-61dd(g)(1) and 4-61dd(3) and (f) of the Connecticut General Statutes which prohibits contractors from taking adverse action against employees who disclosed information to the Auditors of Public Accounts or the Attorney General.

**Health Insurance Portability and Accountability Act (HIPAA)**

37. Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, Bidders are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, Bidder Contracts. Protected Health Information (PHI) includes information related to claims, health services, federal and state tax information, financials, criminal/court related information and other personally identifiable records. Bidder agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the Bidder's services provided to the state agency/covered

entity. Bidders shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. Bidder agrees that anytime PHI is provided or made available to any subcontractors or agents, Bidder must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. Bidder agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. Bidder agrees to make information available as required to provide an accounting of disclosures. Bidder agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by Bidder on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, Bidder agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. Bidder will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. Bidder must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. Bidder agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. Bidder agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that Bidder has violated a material term of this HIPAA Compliance Agreement above.

**STATE OF CONNECTICUT**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO)**  
**WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT**  
**EMPLOYMENT INFORMATION FORM**

**RFP Number:**  
**04PSX0070**

Company Name Street Address City State	Contact Person	Phone Number	Date
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**Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.**

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female)	B WHITE (NOT OF HISPANIC ORIGIN)		C BLACK (NOT OF HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
<b>TOTALS ABOVE</b>											

Do you use minority businesses as subcontractors or suppliers? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
--	----------

Do you use an Affirmative Action Plan? <input type="checkbox"/> Yes <input type="checkbox"/> No	Explain:
---	----------

Describe your recruitment, hiring, training and promotion anti-discrimination practices.

State of Connecticut

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# Request for Proposals

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## Environmentally Preferable Cleaning Products

Barbara A. Waters, Commissioner

Department of Administrative Services

July 1, 2004



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# State of Connecticut

## Department of Administrative Services

Announcement of Request for Proposals to provide Environmentally Preferable Cleaners for All Using State Agencies, Political Sub-Divisions, Municipalities, Schools and Not for Profits.

Date: July 1, 2004

RFP No. 04PSX0070

The State of Connecticut is committed to providing and promoting products and services that have a lesser or reduced effect on human health and the environment. To that end, Connecticut is implementing this RFP to solicit proposals from Vendors of Environmentally Preferable Cleaners in the Categories of General Purpose Cleaners, Bathroom Cleaners, and Glass Cleaners.

The Department of Administrative Services welcomes the opportunity to work with our customers and suppliers to provide Environmentally Preferable Cleaners to the State of Connecticut as outlined throughout this RFP document.

We invite you to be part of this effort.

Barbara A. Waters, Commissioner

Department of Administrative Services

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# Request for Proposals

## Environmentally Preferable Cleaning Products

### Overview

The purpose of this Environmentally Preferable Cleaning Products RFP is to provide and promote commercial cleaning products that have a lesser or reduced negative effect on human health and the environment for use by Connecticut's state agencies, schools, municipalities, and non-profit organizations. Products awarded under this contract will have either received certification under Green Seal's GS-37 criteria or have undergone testing to demonstrate compliance with Green Seal's GS-37 Criteria. It is the intent of DAS Procurement Services to add product categories such as Carpet Cleaners, Disinfectants, Floor Care, Hand Soaps, etc. when and if Green Seal adds these categories of cleaners to the Green Seal Environmental Standards.



## RFP Definitions/Abbreviations

**Bathroom cleaners.** This category includes products used to clean hard surfaces in a bathroom such as counters, walls, floors, fixtures, basins, tubs, and tile. It includes products that are required to be registered under the Federal Insecticide, Fungicide, and Rodenticide Act (FIFRA), such as disinfectants and sanitizers, but does not include products specifically intended to clean toilet bowls.

**Concentrate.** This is a product that must be diluted by at least eight parts by volume water (1:8 dilution ratio) prior to its intended use.

**Contract.** The written agreement covering the furnishing and delivery of material or work to be performed.

**Contract Users.** All State Agencies, political sub-divisions, and not-for-profit organizations authorized to use the State of Connecticut contracts and contract pricing.

**DAS.** Department of Administrative Services, Procurement Services

**Dispensing-system concentrates.** These are products that are designed to be used in dispensing systems that cannot be practically accessed by users.

**FOIA.** Freedom of Information Act.

**General-purpose cleaners.** This category includes products used for routine cleaning of hard surfaces including impervious flooring such as concrete or tile. It does not include cleaners intended primarily for the removal of rust, mineral deposits, or odors. It does not include products intended primarily to strip, polish, or wax floors, and it does not include cleaners intended primarily for cleaning toilet bowls, dishes, laundry, glass, carpets, upholstery, wood, or polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Glass cleaners.** This category includes products used to clean windows, glass, and polished surfaces. This category does not include any products required to be registered under FIFRA, such as those making claims as sterilizers, disinfectants, or sanitizers.

**Ingredient.** Any constituent of a product that is intentionally added or known to be a contaminant that comprises at least 0.01% by weight of the product.

**Ozone-depleting compounds.** An ozone-depleting compound is any compound with an ozone-depletion potential greater than 0.01 (CFC 11 = 1).

**Product as used.** This is the most concentrated form of the product that the manufacturer recommends for a product's intended use. For example, if a manufacturer recommends a product be diluted 1:64 or 2:64 for use as a general-purpose cleaner, the product shall meet the environmental and performance requirements at a dilution of 2:64.

**Primary packaging.** This packaging is the material physically containing and coming into contact with the product, not including the cap or lid of a bottle.

**Proposal.** The offer of the Vendor(s) submitted on the approved form and setting forth the Vendor(s)'s prices for performing the work or supplying the material or equipment described in the specifications.

**Recyclable package.** This package can be diverted from the waste stream through available processes and programs, and can be collected, processed, and returned to use in the form of raw materials or products.

**RFP.** Request for Proposal.

**State.** The State of Connecticut.

**Undiluted product.** This is the most concentrated form of the product produced by the manufacturer for transport outside its facility.

**Vendor.** Any individual, company, or corporation formally submitting a proposal for the material or work contemplated, acting directly or through a duly authorized representative.

## RFP Process and Timing

Vendors are advised to review all sections of this RFP carefully and to follow instructions completely, as failure to make a complete submission as described elsewhere herein may result in rejection of the proposal and disqualification of the Vendor from further participation

Please be aware that the State intends to use some of the language in this RFP for the final contract.

### **Key RFP Dates:**

<b>Activity</b>	<b>Date</b>
RFP Availability to Vendors	July 1, 2004
Written Questions Due	July 20, 2004
Answers to Written Questions Posted on DAS Website	July 22, 2004
Mandatory Pre-bid Opening – State Office Bldg, 165 Capitol Ave., Hartford, CT 06106 Room G19 at 10:00 am.	July 26, 2004
Answers to Questions Raised During Mandatory Pre-bid Opening Posted on DAS Website	July 29, 2004
Proposals (including pricing and attachments) and Standard Contract Due from Vendors	August 5, 2004
Proposal Evaluation	August 6 through August 19, 2004
Vendor Negotiations, if necessary	August 20 through August 26, 2004
Vendor(s) Selection	August 27 through August 31, 2004

## Instructions for Vendors

### A. Vendor Registration

For future bid and RFP notifications, Vendors may register online at the DAS Procurement website. Instructions for the registration can be found at the State's eProcurement website at [www.das.state.ct.us/Purchase/Register/eProcurement\\_Reg\\_form.asp](http://www.das.state.ct.us/Purchase/Register/eProcurement_Reg_form.asp).

### B. Communication

During the period from your organization's receipt of this RFP until a contract is awarded, your organization shall not contact any employee of the State for additional information, except in writing via e-mail at [Barbara.moser@po.state.ct.us](mailto:Barbara.moser@po.state.ct.us) or via fax at (860) 622-2960 directed to Barbara Moser. All questions will be answered in writing and posted to the DAS website. Inquiries should make specific reference to the sections and page numbers from this RFP where applicable.

When submitting an e-mail or fax to the aforementioned address and number, please include the RFP number (04PSX0070), category name (EPP Cleaners) and the vendor name in the subject of the message, so that we are aware that a vendor is attempting to communicate with the DAS team.

### C. Authorized Signatures

**The proposal shall be signed by an authorized official with the authority to bind the company or the proposal will be considered non-responsive.** The proposal must also provide the name, title, address and telephone number of that individual, and of those who may be contacted to clarify the information provided. Upon award, the Vendor shall provide the State with a copy of the Corporate Resolution, authorizing the signer to bind the company.

The proposals shall be binding commitments which the State may include, by reference or otherwise, into any contract with a vendor. The proposals must provide the names, titles, addresses and telephone numbers of those individuals with authority to negotiate a contract with the State and contractually bind the vendor. The proposal must also include evidence that it has been duly delivered on the part of the vendor, that the persons submitting the proposal have the requisite corporate power and authority to structure, compile, draft, submit and deliver the proposal and subsequently to enter into, execute and deliver and perform on behalf of the vendor any contract contemplated in this RFP.

### D. Environmentally Preferable Submittal Requirements

The State of Connecticut is dedicated to waste reduction and the practice of using and promoting the use of recycled and environmentally preferable products and services. To promote these values, all Vendors are encouraged to submit proposals following these guidelines:

- All copies should be printed double sided.
- All proposals and copies should be printed on recycled paper with a minimum post-consumer content of 30% or on tree-free paper. All bids should note the level or type of paper used to satisfy this request.
- Unless necessary, all proposals should minimize or eliminate the use of non-recyclable or non-reusable materials. Three-ring binders are acceptable if the size of the proposal warrants such use. **Vendors are encouraged to use paper dividers or similar method to effectively organize the proposal for review.**

- Proposals should be submitted in a format that allows for the easy removal and recycling of recyclable materials.

In addition to the use of recycled content paper, Vendors are encouraged to use other products that contain recycled content in their proposals.

#### **E. Mandatory Pre-Bid Meeting**

This solicitation contains a **mandatory** pre-proposal meeting requirement. Vendors interested in responding to this RFP must attend the meeting at the specified date/location listed below:

**Date:** Monday, July 26, 2004

**At:** State Office Building  
165 Capitol Avenue  
Hartford, CT 06106

**Time:** 10:00 am

Late arrivals will not be permitted. Late arrivals are defined as 15 minutes past the time stated above. This meeting is intended to review the RFP requirements and answer any questions that interested proposers may have about this RFP. Failure to attend this meeting will result in the rejection of your proposal.

#### **F. Submission of Proposals**

Vendors must submit one-original and four (4) copies of the proposal along with one (1) copy of electronic versions (either on diskette or CD-ROM). Any proposal, which is incomplete or does not follow the prescribed format, may not be considered.

Proposals must be submitted in a **sealed** envelope or carton, clearly marked **RFP # 04PSX0070**, and labeled with the name and address of the vendor. Any material that is not so received may be opened as general mail, and result in invalidating the vendor's submission. **Facsimile or unsealed proposals will not be accepted under any circumstances.**

Proposals may be mailed or delivered in person to the addresses listed below to arrive by **August 5, 2004 at 2 pm**. **Proposals received after that time, due to whatever reason, will not be accepted.** Postmark dates will not be considered as the basis for meeting any submission deadline. Proposals **will not** be publicly read on the due date.

#### **Mailing Address:**

**State of Connecticut  
Department of Administrative Services, Procurement Services  
Attn: Barbara Moser, RFP # 04PSX0070  
165 Capitol Avenue, 5<sup>th</sup> Floor - South Wing  
Hartford, CT 06106**

#### **Hand Delivery Address:**

**State of Connecticut  
Department of Administrative Services, Procurement Services  
Attn: Barbara Moser, RFP # 04PSX0070  
165 Capitol Avenue, Room 110  
Hartford, CT 06106**

## RFP Terms and Conditions

When submitting a proposal, the Vendor must agree to with the Standard RFP Terms and Conditions listed in RFP-19 (pages 34-36) as well as with the following RFP Terms and Conditions (which supersede those Standard RFP Terms and Conditions should a conflict exist):

### **A. Conformity and Completeness of Proposals**

To be considered acceptable, proposals must be complete and comply with all RFP instructions and conditions. DAS, at its discretion, may reject in whole or in part any proposal if in its judgment the best interests of the State will be served.

### **B. Duration and Availability of Prices**

The prices, terms and conditions specified in the Vendor's proposal must be valid for a period of one hundred eighty (180) days from the due date of the proposal. Once a contract is signed, the prices must remain valid for the term of that contract and any subsequent extension(s), unless the State agrees in writing that the pricing should be modified.

### **C. Amendment or Cancellation of the RFP**

DAS reserves the right to cancel, amend, modify or otherwise change this RFP at any time if it deems it to be in the best interest of the State to do so.

### **D. Statement of Non-Commitment**

This RFP is not an offer to enter into an agreement with any Vendor; it is a request to receive proposals from Vendors interested in providing EPP Cleaning Products to Contract Users. DAS reserves the right to reject all proposals, in whole or in part, and/or enter into discussions with any party to provide such services. DAS will not have any obligation to a Vendor unless and until it has entered into a written agreement with the Vendor. DAS entering into negotiations with a Vendor with respect to any proposal or otherwise shall not be deemed to be an acceptance of such proposal or an agreement with the Vendor.

### **E. Multiple Award**

DAS reserves the right to award to multiple vendors.

### **F. Award Basis**

DAS reserves the right to award this RFP in whole or in part to include but not limited to geographical region or product sub-category if deemed in the best interest of the DAS.

### **G. Proposal Modifications**

No additions or changes to any proposal will be allowed after the proposal due date, unless such modification is specifically requested by the State. The State, at its option, may seek vendor retraction and/or clarification of any discrepancy or contradiction found during its review of proposals.

### **H. Vendor Presentation of Supporting Evidence**

Vendors must be prepared to provide any evidence of experience, performance, ability, and/or financial surety that the State deems to be necessary or appropriate to fully establish the performance capabilities represented in their proposals.

## **I. Vendor Demonstration of Proposed Services and or Products**

At the discretion of DAS, vendors must be able to confirm their ability to provide all proposed services. Any required confirmation must be provided at a site approved by DAS/Contract User and without cost to the State.

## **J. Vendor Misrepresentation or Default**

DAS may reject the proposal and void any award resulting from this RFP to a vendor who makes any material misrepresentation in their proposal or other submittal in connection with this RFP.

## **K. Erroneous Awards**

DAS reserves the right to correct inaccurate awards. This may include, in extreme circumstances, revoking the awarding of a contract already made to a vendor and subsequently awarding the contract to another vendor.

Such action on the part of DAS shall not constitute a breach of contract on the part of the State since the contract with the initial vendor is deemed to be void and of no effect as if no contract ever existed between the State and such vendor.

## **L. Proposal Expenses**

Vendors are responsible for all costs and expenses incurred in the preparation of proposals and for any subsequent work on the proposal that is required by the State.

Neither DAS nor the Contract Users are responsible for expenses incurred by your company to develop and submit this RFP. Any costs incurred for site visits for discussions or negotiations are also entirely your responsibility.

## **M. Ownership of Proposals**

All proposals submitted shall become the property of the State, the RFPs will not be returned under any circumstances. Vendor-specific information (such as names, contact, or pricing data) is used for the selection of Vendors on behalf of the State.

Vendor acknowledges and agrees that its proposal and all associated documents are, and will remain, the exclusive property of the State and the Contract Users, without any royalty or other payment owing thereon to Vendor.

## **N. Ownership of Subsequent Products**

Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the State unless otherwise stated in the contract.

## **O. State Fiscal and Product Performance Requirements**

Any product or service acquisition resulting from this RFP must be contingent upon contractual provisions for cancellation of such acquisition, without penalty, if the applicable funds are not available for required payment or if the product or services fail to meet minimum State criteria for acceptance and performance reliability.

## **P. Execution of Contract**

This RFP is not a contract and, alone, shall not be interpreted as such. Rather, this RFP only serves as the instrument through which proposals are solicited.

Once the evaluation of the proposals is complete and a vendor is selected, the selected proposal and this RFP may then serve as the basis for a contract that will be negotiated and executed between the State and the

selected vendor. This RFP and the proposal will likely be attached to the contract as exhibits. Some of the terms and conditions within this RFP may be negotiable.

If DAS and the highest scoring Vendor fail to reach consensus on the issues relative to the contract, then DAS may commence contract negotiations with the next highest scoring Vendor if it is in the best interest of the State. Additionally, upon conclusion of negotiations with the highest scoring Vendor, if the State intends to award only part of this contract to the highest scoring Vendor (based on the best interests of the State), DAS may commence contract negotiations with next highest scoring Vendor(s) on the non- awarded portion of the contract. DAS may also decide at any time to start the RFP process again. The contract may include a liquidated damages clause at the discretion of DAS.

#### **Q. Oral Agreement or Arrangements**

Any alleged oral agreements or arrangements made by vendors with any State agency or employee will be disregarded in any State proposal evaluation or associated award.

#### **R. Independent Price Determinations**

In the proposals, Vendors must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

- The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.
- Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Vendor on a prior basis directly or indirectly to any other organization or to any competitor.
- No attempt has been made, or will be made, by the proposed to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

#### **S. Offer of Gratuities**

The Vendor warrants, represents, and certifies that no elected or appointed official or employee of the State has, or will, benefit financially or materially from this procurement. Any contract and/or award arising from this RFP may be terminated by DAS if it is determined that gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the vendor, the vendor's agent(s), representative(s) or employee(s).

#### **T. Freedom of Information**

Due regard will be given for the protection of proprietary or confidential information contained in all proposals received. However, Vendors should be aware that all materials associated with the procurement are subject to the terms of the State's FOIA and all rules, regulations and interpretations resulting there from. It will not be sufficient for vendors to merely state generally that the proposal is proprietary or confidential in nature and not, therefore, subject to release to third parties.

Those particular sentences, paragraphs, pages or sections which a vendor believes to be exempt from disclosure under the FOIA must be specifically identified as such. Convincing explanation and rationale sufficient to justify each exemption consistent with Section 1-210(b) of the FOIA must accompany the proposal. The rationale and explanation must be stated in terms of the prospective harm to the competitive position of the vendor that would result if the identified material were to be released and the reasons why the materials are legally exempt from release pursuant to the above cited statute.

#### **U. Year 2000 Compliance**

Any product or services acquisition resulting from this RFP will be Year 2000 compliant. The successful vendor is responsible for any costs incurred in accordance with Year 2000 compliance at no additional cost to the state.

#### **V. Payments Against a Contract Award**

Under no circumstances shall the successful Vendor begin to perform under the contract prior to the effective date of the contract. The State shall assume no liability for payment of services under the terms of the contract until the successful Vendor is notified that the contract has been accepted by DAS. In no case, shall a successful Vendor bill the Contract User for amounts in excess of the amount(s) indicated in the final proposal agreed to and accepted by the DAS. Any authorized or agreed additional charges can only be approved for payment by means of an amendment to the contract.

#### **W. Small and Minority Owned Businesses**

Under the State's General Statute 4a-60g the State has an established and on-going commitment to provide equal opportunity to small (SBE) and minority owned business enterprises (MBE) to contract as a vendor for the State's purchased goods and services.

It is the intention of the State, under the Supplier Diversity Program, to include SBE(s) and MBE(s) into the award of this contract where these businesses provide competitive pricing, meet the service requirements, and the terms and conditions of this RFP. If DAS determines that it is in the best interest of the State, DAS reserves the right to award portion(s) of this RFP to at least one State Certified SBE/MBE Vendor.

SBEs and MBEs are defined as follows:

##### 1) Small Business Enterprise (SBE)

A company that has been under the same ownership and management and has maintained its principle place of business in the State's for a period of at least one year immediately following the date of application to the State's Small Business Program with gross revenues of less than \$10,000,000 in the most recent fiscal year and with 51% ownership held by person(s) who exercises the operational authority over the daily affairs of the business and has the power to direct the policies and management and receives the beneficial interests of the business.

##### 2) Minority Owned Business (MBE)

A Minority Owned Business must meet the definition of a small business and:

- Must be owned by a person(s) who is a member of a minority group; and
- Who has at least 51% ownership of the company; and
- Exercises the operational authority over the daily affairs of the business and has the power to direct the policies and management and receives the beneficial interests of the business.

##### 3) Minority

As defined in CGS § 32-9n, minority means:

- Black Americans, including all persons having origins in any of the Black African racial groups not of Hispanic origin;
- Hispanic Americans, including all persons of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture of origin;
- All persons having origins in the Iberian Peninsula, including Portugal, regardless of race;
- Asian Americans;



- American Indians and persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliation through membership and participation or community identification;
- A woman;
- An individual with a disability.

All SBEs and MBEs must be certified by the State of Connecticut's Supplier Diversity Program. For further information about the State's requirements to qualify as a SBE and/or MBE, please contact the Supplier Diversity Director, Meg Yetishefsky at (860) 713-5228.

**X. Mandatory Extension of Contract for Use by Political Sub-Divisions and Not-for-Profit Organizations.**

Vendors are required to offer the extension of this contract (including pricing, terms and conditions) to political sub-divisions of the State, including but not limited to towns, municipalities, school systems and not-for-profit organizations.

When a Political Sub-Division, School, and/or Not-For-Profit Organization utilizes this contract all references to the "State" are hereby replaced with the Name of the Using Sub-Division, School, or the name of the Not-For-Profit Organization.

**Special Terms and Conditions**

**A. Sub-contractors**

DAS must approve any and all sub-contractors utilized by the successful vendor prior to any such sub-contractor commencing any work. Vendors acknowledge by the act of submitting a proposal that any work provided under the contract is work conducted on behalf of the State and that the Commissioner of DAS or her designee may communicate directly with any sub-contractor as the State deems to be necessary or appropriate. It is also understood that the successful vendor shall be responsible for all payment of fees charged by the sub-contractor(s). A performance evaluation of any sub-contractor shall be provided promptly by the successful Vendor to the State upon request.

**B. Conformance with Federal, State and Other Requirements**

By executing the contract, the vendor represents and warrants that, at all pertinent and relevant times to the contract, it has been, is and will continue to be in full compliance with all Federal, State, municipal or other governmental department, commission, board, bureau, agency, institution, office council, instrumentality, municipalities or not for profits codes, statutes, acts, ordinances, guidelines, resolutions, orders, judgments, decrees, injunctions, rules, regulations and the like.

**C. Americans with Disabilities Act**

The contractor shall comply with the Americans with Disabilities Act in accordance with Public Law 101- 336 and any other applicable federal laws and regulations.

**D. Affirmative Action and Contract Compliance Reporting**

Vendors are advised that in addition to evaluating their qualifications, experience, capabilities, competitiveness of cost, and conformance to the RFP specifications, weight may also be given to vendors who demonstrate a commitment to affirmative action by full compliance with the Commission on Human Rights and Opportunities regulations.

The Employment Information Form, included in this RFP, should be completed by the vendor and included with proposal.

#### **E. State Access to Records, Record Keeping, and Record Transfer**

The successful vendor shall prepare, maintain and preserve all records with respect to the administration of this program. During the term of the contract the State shall have access during normal business hours to all such records, in whatever form they exist or are stored, which records shall be the property of the State, and upon termination of the contract, all such records, or exact copies thereof, shall be immediately turned over intact to the State. The successful vendor shall afford the officers, attorneys, accountants, auditors, and other authorized representatives of the State free and full access to the records to be maintained by the successful vendor as pertains to the contract.

At the option of the State, periodic audits may, at reasonable times, be made of the successful vendors' and all of its subcontractors' books and records insofar as they pertain to the contract. Such audits shall be made by the State or independent public accountants designated by the State. Said books and records shall be made available to the Auditors of Public Accounts of the State.

#### **F. Confidentiality and Care of Data**

The successful vendor agrees to protect the confidentiality of any files, data or other material pertaining to this contract and to restrict their use solely for the purpose of performing this contract. The successful vendor shall take all steps necessary to safeguard data, files, reports or other information from loss, destruction or erasure. Any costs or expenses of replacing or damages resulting from the loss of such data shall be borne by the contractor when such loss or damage occurred through its negligence.

#### **G. Packaging Components Requirements**

In accordance with the State's General Statutes ("CGS") § 22a-255g through 22a-255m, the Toxics in Packaging Statutes, the Vendor shall not sell or distribute any package or packaging component to which Cadmium, Lead, Hexavalent Chromium, or Mercury has been intentionally introduced. The law further requires that the sum of the total of the incidental presence of the aforementioned metals be under 100 parts per million (ppm). The Contractor should obtain a copy of the manufacturers Certificate of Compliance to insure compliance.

#### **H. Purchases from Institutional Industries**

Please be aware of the State's General Statute #18-88 as it relates to Contract User's purchases of certain items, which can be referenced through the following hyperlink:

<http://www.cga.state.ct.us/2001/pub/Chap325.htm#sec18-88.htm>

While the State has developed a list of fixed price, contract list items, the State may ultimately elect to consolidate this list.

## **Contract Terms and Conditions**

The following are some terms and conditions that will appear in the awarded contract:

#### **A. Contract Period**

The State intends that this contract shall be in effect for a period of two (2) years, beginning September 1, 2004 through August 30, 2006.

The State reserves the right to extend this contract for a period up to the full original contract term, or parts thereof.

#### **B. Contract Separately / Additional Savings Opportunities**

The State reserves the right to either seek additional discounts from the contractor(s) or to contract separately for a single purchase, if in the judgment of DAS/Procurement Services, the quantity required is sufficiently large, to enable the State to realize a cost savings, over and above the published contract prices, whether or not such a savings actually occurs.

#### **C. P-Card (Purchasing Credit Card)**

The State of Connecticut uses a Mastercard purchasing card for order placement and payment in many instances. Suppliers who accept credit cards should anticipate that some or all orders issued as a result of this request for proposal may be paid by using the purchasing card. The Supplier shall be aware that he/she is responsible for the credit card user handling fee associated with credit card purchases. Suppliers should only charge to the State's Mastercard when the goods are delivered (physical receipt of goods, at store), or are shipped.

Questions regarding the State of Connecticut Mastercard Program should be directed to Ms. Kerry DiMatteo, Procurement Card Program Administrator at (860) 713-5072.

#### **D. E-Commerce (Electronic Commerce)**

Vendors receiving awards from this request for proposal may be required to use the State's E-commerce service during the contract term to receive orders from the State of Connecticut. Contractors that do not and/or cannot comply with our E-Commerce requirements when required, and/or fail to provide functional data files within a reasonable amount of time specified by the State may be terminated from this contract award.

#### **E. Open Enrollment**

This is an open enrollment contract. After the initial deadline date, August 5, 2004, of this RFP (Request for Proposal) additional Vendors may submit a response to the RFP only as requested by DAS/Procurement Services.

However, all Vendors are encouraged to meet the August 5, 2004 deadline, since vendors will NOT be permitted to submit random proposals at their own discretion at any time to DAS/Procurement Services.

DAS/Procurement Services will only add qualified contractors, after a thorough proposal review, to the contract once in place, to cover any unmet need(s), which may include products that have improved cleaning or ingredient attributes, as well as the addition of cleaning products in categories other than General Purpose Cleaners, Bathroom Cleaners, and Glass Cleaners when and if Green Seal has established criteria for certification of that cleaning product category. Additional categories of environmentally preferable cleaners that could be considered following the establishment of Green Seal criteria include, but are not limited to hand soaps, carpet care products, disinfectants and carpet cleaners. In order to be considered under this Open Enrollment Clause, Vendors must supply documentation of Green Seal certification for the new product, or submit independent lab test results that demonstrate compliance with the Green Seal Standard for that category of product. **All certifications and documentation required under this RFP will be required of new products before an award can be made under this open enrollment clause.**

#### **F. Security**

Some Agencies that have facilities to be serviced are secure facilities. Examples of this include the Department of Correction (DOC) and the Military Department. All of the Vendor's employees who work at these locations will, therefore, be subject to a background check. Prior to commencing work, the Vendor must provide the necessary information required for this purpose, including but not limited to driver's license numbers and DMV license numbers. Only Vendor's employees whose names are on the approved list will be allowed on the sites. Any Vendor employee who is not on the Contract User- approved list will be escorted off the grounds. The Vendor must replace the removed employee with approved personnel within one hour of being notified. Additional Vendor employees can be added with no less than 72 hours of advance notice. The Vendor must notify the Contract User in writing within 24 hours when any approved employee is no longer employed by the Vendor. The Vendor is also required to provide emergency telephone numbers and contact personnel that are available 24 hours, 7 days per week, including holidays. **Failure to supply the Contract User the required information at least 72 hours prior to the scheduled delivery may result in the cancellation of the contract.**

### **Identification Badges (Bradley International Airport, Air National Guard)**

All persons working at Bradley International Airport are required to properly display an individual, valid, Bradley Airport security identification badge. The security badge will be issued upon the successful completion of a criminal history records check, and training/testing program – all administered by Bradley International Airport personnel. The cost per person is \$50.00. This charge is subject to change. Persons with felony convictions will be evaluated on an individual basis.

Contractor agrees to assign at least one individual, to a maximum of three individuals, to act as Authorized Supervisor for the airport. This individual will be required to sign an Authorized Supervisor Agreement, and to abide by the terms of that agreement which includes, but is not limited to, the immediate return of terminated/transferred employees' security badges, limited dissemination of security- related information, and payment of any applicable federal or state penalty (e.g. - \$100 per badge for unreturned badges, up to \$1,100 per occurrence for an individual employee's failure to comply with security regulations, such as failure to properly display security badge, failure to control access through a secured door, etc.)

Bradley International Airport reserves the right to suspend and/or terminate security privileges of individual employees pending investigation of any employee allegedly in violation of any security regulation. Security privileges for the entire company may also be suspended and/or terminated for failure to comply with security regulations.

### **Ramp Vehicle Permit (Bradley International Airport)**

The awarded Vendor must secure a Ramp Vehicle Permit from the State for the purpose of transportation on the Air Operations Area (A.O.A.).

### **Air Operations Area Driving Permit (Bradley International Airport)**

All Vendor's employees used in the Air Operations Area will be required to obtain an A.O.A. Driving Permit and observe all rules and regulations governing the Air Operations Area.

## **G. Reporting**

The Vendor(s) shall submit electronic reports in Microsoft Excel upon request, to the DAS contact responsible for this contract no later than ten (10) business days after the receipt of the request. Minimally, the Vendor(s) must provide the following information:

- Purchase Date
- Agency Name
- Manufacturer's Name
- Manufacturer's Part Number (SKU)

- Vendor's Part Number
- Product Description
- Unit of Measure
- Quantity Purchased
- Manufacturer's Catalog Price
- State's Price
- Discount %
- Delivery/Pickup
- P.O. and Invoice Numbers

These reports shall be on the forms approved in advance in writing by the DAS contact responsible for this contract, and shall itemize information in accordance with the request from DAS.

Non-SBE contractors are advised that DAS may request reports of purchases made through SBE contractors (otherwise known as second-tier reporting). DAS and the awarded contractor(s) will determine the format of these reports at a future date.

Failure to comply can result in the termination of this contract or removal of the non-compliant Vendor from this contract.

#### **H. Equality of Employment Opportunity**

During the performance of any contract financed in whole or in part by appropriation of the State, the Vendor(s) agrees as follows:

- The Vendor(s) will not discriminate against any employee or applicant for employment because of race, creed, color, sex, age, or national origin. The Vendor(s) will take affirmative action to ensure that applicants are employed and that employees are treated equally during employment without regard to their race, creed, color, sex, age, or national origin. Such action shall include, but not be limited to the following: advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training including apprenticeships. The Vendor(s) agrees to post in conspicuous places, notices to be provided by the Contract Users setting forth the provisions of this non-discrimination clause.
- The Vendors(s) will, in all solicitations or advertisements for employees placed by or on behalf of the Vendor(s), state that all qualified applicants will receive consideration for employment without regard to race, creed, color, sex, age, or national origin.

#### **I. Insurance**

Vendor shall not commence work under this contract until it has obtained all insurance required under this Section, nor shall the Vendor allow any sub-contractor to commence work on its sub-contract until all similar insurance required of the sub-contractor has been obtained. Certificates of Insurance shall be forwarded to Gregg Nome at DAS upon request. Updates on the insurance coverage are the responsibility of the contractors. Insurance requirements will be strictly enforced.

Vendor shall assume any and all deductibles in the described insurance policies. The Vendor's insurers shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State. Each required insurance policy shall not be suspended, voided, cancelled or reduced except after 30 days prior written notice by certified mail has been given to the State. "Claims Made" coverage is unacceptable, with the exception of Professional Liability. Vendor agrees that he/she will not use the defense of sovereign immunity the adjustment of claims or in the defense of any suit, unless requested by the State.

- 1) Commercial General Liability

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

2) Workers' Compensation and Employers Liability

Statutory coverage shall be in compliance with the Compensation laws of the State. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 disease-policy limit, \$100,000 each employee.

With respect to all operations the Vendor performs and all those performed for the Vendor by sub-contractor(s), the Vendor, and sub-contractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshoremen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State, and the laws of the United States respectively.

3) Automobile Liability

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned automobiles used by or for the Vendor in any capacity in connection with carrying out this contract.

If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount. Vendor's operations on airports that use vehicles on the air side require five million dollars (\$5,000,000) automotive coverage unless specifically modified by the State, and may require additional special vehicle coverage depending on the types of vehicles employed.

4) Minimum Scope of Insurance

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with DAS on the standard Accord Certificate of Insurance form showing the specified insurance and limits. The State shall be named as an Additional Insured. The Vendor's insurer shall have no right of recovery of subrogation against the State and the vendor's insurance shall be primary coverage.

**J. Change of Address**

In the event the Vendor moves or updates contact information, it is the responsibility of the Vendor to advise DAS of such changes in writing. The State will not be held responsible for payments or purchase orders delayed due to the lack of routing caused by the lack of notification on the Vendor's part. Change of address or telephone updates must be forwarded to:

Barbara Moser  
Department of Administrative Services, Procurement Services  
165 Capitol Avenue, 5<sup>th</sup> Floor – South Wing  
Hartford, CT 06016

**K. Hold Harmless Provision for the State**

The Vendor shall at all times indemnify and save harmless the State, and their respective officers, agents and employees, on account of any and all claims, damages, losses, litigation, expenses, counsel fees and compensation arising out of injuries (including death) sustained by the officers, agents and employees of said Contract User, or of the Vendor, his Sub-contractor from injuries (including death) sustained by or alleged to have been sustained by the public, any or all persons on or near the Work, or by any other person or property, real or personal (including property of said State or Contract User) caused in whole or in part by the acts, omissions, or neglect of the Vendor including but not limited to any neglect in safeguarding the Work or through the use of unacceptable materials in constructing the Work of the Vendor, and Sub-contractor or anyone directly employed by them or any of them while engaged in the performance of the Contract, including the entire elapsed time from the date of the Notice to Proceed or the actual commencement of the Work whichever occurs first until its completion as certified by the State.

#### **L. Construction Safety and Health Standards**

It is the condition of this contract and shall be made a condition of each subcontract entered into pursuant to this contract, that the Vendor and any subcontractor shall not require any laborer or mechanic employed in its performance to work in surroundings or under working conditions which are unsanitary, hazardous, or dangerous to his/her health or safety, as determined under the Construction Safety and Health Standards (Title 29, Code of Federal Regulations Part 1518 - published in the Federal Register on April 27, 1971) promulgated by the United States Secretary of Labor, in accordance with Section 107 of the Contract Work Hours and Safety Standards Act 83, Stat. 96.

## Vendor Qualifications

### A. Years in Business

All Vendors must have been in business for at least two (2) years as of August 5, 2004 during which time the Vendor was active in the sale of cleaning products. It is desirable that Vendors and manufacturers have been in the business of selling and/or formulating environmentally preferable cleaning products during this time and over a longer time period. Vendors must submit proof (bills of sale, manufacturer information, etc.) that environmentally preferable cleaning products are sold and/or manufactured/formulated and identify the time period during which such products were available to receive credit for this desirable specification.

### B. References

All Vendors must submit with their response, three (3) references of former or current customers of the Vendor's cleaning product(s). It is desirable that such references provide information about environmentally preferable products purchased from the Vendor and/or from the manufacturer providing products as part of this RFP. A maximum of one (1) Connecticut State Agency may be used as a reference.

## Product Requirements

Vendors must be able to provide products in Categories 1 through 3, listed below, which meet the Mandatory Health and Environmental Specifications, as well as the Product-Specific Performance Requirements of this RFP. These Categories include:

1. General Purpose Cleaners
2. Bathroom Cleaners
3. Glass Cleaners

### SUBMISSION REQUIREMENTS

For each distinct product being proposed, Vendors must submit the following:

**Attachment A:** "Vendor Product Information Sheet" (p35) in which all product categories and products being proposed as a part of a Vendor's Response must be identified.

**Attachment B:** For all Mandatory Formulation Related Health and Environmental Specifications and Mandatory Non-Formulation related criteria (p36).

**Attachment C:** For all Desirable Non-Formulation related criteria (p37).

**Attachment D:** Information on Available Training for Contract Users (p38).

**Attachment E:** Package Information (p39).

**Attachment F:** Asthmagens Information (p40).

**Attachment G:** Pricing (p41).



If the ingredients and formulations are the same for different products or applications, Vendors may use on Attachment A, B and C for multiple product submissions. In such cases, the response must clearly identify for which products / applications the attachments are being submitted.

While presenting a Green Seal certification for each product will be considered proof of compliance with the requirements of this RFP, Vendors may also submit individual lab test results, supplemented with literature research where needed, to demonstrate compliance with the requirements of this RFP. Lab test must following the specifications outlined in the Mandatory Health and Environmental Specifications Section of this RFP. Other test results will not be considered an adequate response to this RFP.

Vendors must provide compliance documentation for products currently under review for Green Seal certification, unless Green Seal certification for that product is available before August 5, 2004, the due date of this RFP.

## Product Formulation - Mandatory Health and Environmental Specifications

All Vendor products submitted in response to this RFP must meet the following mandatory specifications to be eligible for an award. Vendors must fill out Attachments A through G, inclusive, for each product being proposed in response to this RFP and submit all required materials listed in this section. Attachments A through G are located at the end of this document. In addition to submitting completed copies of Attachments A through G, Vendors must also submit all required documentation to be considered eligible for award.

### 1. Toxic Compounds

The *undiluted* product shall not be toxic to humans. Dispensing-system concentrates shall be tested as used. A product is considered toxic if any of the following criteria apply:

- Oral lethal dose 50 (LD50) <2,000 mg/kg
- Inhalation lethal concentration (LC50) <20 mg/L \*

\*If the vapor-phase concentration of the product at room temperature is less than 20 mg/L, it should be tested at its saturation concentration. If it is not toxic at this concentration, it passes the inhalation criterion.

Toxicity shall be measured on the product as a whole. Alternatively, a mixture need not be tested if existing toxicity information demonstrates that each of the ingredients complies. Ingredients that are nonvolatile do not require inhalation toxicity testing, and ingredients that are not readily absorbed through the skin do not require dermal toxicity testing. It is assumed that the toxicity of the individual component compounds are weighted and summed and that there are not synergistic effects.

The toxicity testing procedures should meet the requirements put forth by the Organization for Economic Cooperation and Development (OECD) Guidelines for Testing of Chemicals. These protocols include Acute Oral Toxicity Test (TG 401), Acute Inhalation Toxicity Test (TG 403), and Acute Dermal Toxicity Test (TG 402).

**See Group A in Required Documentation, page 25 of this document.**

### 2. Carcinogens and Reproductive Toxins

The *undiluted* product shall not contain any ingredients that are carcinogens or that are known to cause reproductive toxicity.

Carcinogens are defined as those chemicals listed as known, probable, or possible human carcinogens by the International Agency for Research on Cancer (IARC), the National Toxicology Program (NTP), the U.S. Environmental Protection Agency, or the Occupational Health and Safety Administration.

Chemicals known to cause reproductive toxicity are defined as those listed by the State of California under the Safe Drinking Water and Toxic Enforcement Act of 1986 (California Code of Regulations, Title 22, Division 2, Subdivision 1, Chapter 3, Sections 1200, *et seq.*).

Naturally occurring elements and chlorinated organics, which may be present as a result of chlorination of the water supply, are not considered ingredients if the concentrations are below the applicable maximum contaminant levels in the National Primary Drinking Water Standards found in 40 Code of Federal Regulations (CFR) Part 141.

***See Group B in Required Documentation, page 25 of this document.***

### **3. Skin and Eye Irritation**

The *undiluted* product shall not be corrosive to the skin or eyes. Dispensing-system concentrates shall be tested as used. The undiluted cleaning product shall not be corrosive to the skin, as tested using the Human Skin Construct systems (Liebsch et al. 2000; Fentem et al. 1998). The undiluted cleaning product shall also not be corrosive to the eye as tested using the bovine opacity and permeability test (BCOP) (Sina et al. 1995) after a 10-minute exposure. Green Seal will also accept the results of other peer-reviewed or standard in vitro or in vivo test methods demonstrating that the product mixture is not corrosive.

***See Group A in Required Documentation, page 25 of this document.***

### **4. Skin Sensitization**

The *undiluted* product shall not be a skin sensitizer, as tested by the OECD Guidelines for Testing Chemicals, Section 406. Dispensing-system concentrates shall be tested as used. Green Seal shall also accept the results of other standard test methods, such as those described in Buehler (1994) or Magnusson and Kligman (1969), as proof that the product or its ingredients are not skin sensitizers.

***See Group A in Required Documentation, page 25 of this document.***

### **5. Combustibility**

The *undiluted* product shall not be combustible. The product or 99% by volume of the product ingredients shall have a flashpoint above 150 °F, as tested using either the Cleveland Open Cup Tester (ASTM D92-97) or a closed-cup method International Standards Organization (ISO) 13736 or ISO 2719. Alternatively, the product shall not sustain a flame when tested using ASTM D 4206.

***See Group A in Required Documentation, page 25 of this document.***

### **6. Photochemical Smog, Tropospheric Ozone Production, and Indoor Air Quality**

The product as *used* shall not contain substances that contribute significantly to the production of photochemical smog, tropospheric ozone, or poor indoor-air quality. The volatile organic content of the product as used shall not exceed the following:

- 1% by weight for general-purpose and bathroom cleaners
- 3% by weight for glass cleaners

The volatile organic content shall be determined by California Air Resources Board Method 310.

***See Group B in Required Documentation, page 25 of this document.***

### **7. Toxicity to Aquatic Life**

The product as *used* shall not be toxic to aquatic life. A compound is considered not toxic to aquatic life if it meets one or more of the following criteria:

Acute LC<sub>50</sub> for algae, daphnia, or fish <100 mg/L

For purposes of demonstrating compliance with this requirement, aquatic toxicity testing is not required if sufficient aquatic toxicity data exist for each of the product's ingredients to demonstrate that the product mixture complies. Aquatic toxicity tests shall follow the appropriate protocols in ISO 7346.2 for fish and in 40 CFR 797, Subpart B for other aquatic organisms.

**See Group A in Required Documentation, page 25 of this document.**

## 8. Eutrophication

The product as *used* shall not contain more than 0.5% by weight of total phosphorus.

**See Group B in Required Documentation, page 25 of this document.**

## 9. Aquatic Biodegradability

Each of the organic ingredients shall exhibit ready biodegradability in accordance with the OECD definition except for a FIFRA-registered ingredient in a bathroom cleaner. However, all other ingredients in a FIFRA-registered bathroom cleaner must comply. Biodegradability shall be measured by one of the following methods: ISO 9439 carbon dioxide (CO<sub>2</sub>) evolution test, ISO 10708 (two-phase closed-bottle test), ISO 10707 (closed bottle test), or ISO 7827 (dissolved organic carbon removal). Specifically, within a 28-day test, the ingredient shall meet one of the following criteria within 10 days of the time when biodegradation first reaches 10%:

	>70
Removal of dissolved organic carbon (DOC)	%
Biological oxygen demand (BOD)	>60
% of BOD of theoretical oxygen demand (ThOD)	%
% CO <sub>2</sub> evolution of theoretical	>60
	%

For organic ingredients that do not exhibit ready biodegradability in these tests, the manufacturer may demonstrate biodegradability in sewage treatment plants using the Coupled Units Test found in OECD 303A by demonstrating dissolved organic carbon (DOC) removal >90%.

Testing is not required for any ingredient for which sufficient information exists concerning its biodegradability, either in peer-reviewed literature or databases or proving that the ingredient was tested in accordance with standard test procedures.

**See Group A in Required Documentation, page 25 of this document.**

## 10. Concentrates

The product must be a concentrate, except for FIFRA-registered bathroom cleaners.

**See Group B in Required Documentation, page 25 of this document.**

## 11. Fragrances

Manufacturers shall identify any fragrances on their material safety data sheets (MSDS). Any ingredient added to a product as a fragrance must follow the Code of Practice of the International Fragrance Association.

**See Group B in Required Documentation, page 25 of this document.**

## 12. Prohibited Ingredients

The product shall not contain the following ingredients:

- Alkylphenol ethoxylates
- Dibutyl phthalate
- Heavy metals including arsenic, lead, cadmium, cobalt, chromium, mercury, nickel, or selenium
- Ozone-depleting compounds.

**See Group B in Required Documentation, page 25 of this document.**

## Required Documentation for Mandatory Health and Environmental Specifications

### Group A

For mandatory health and environmental specifications #1, Toxic Compounds; #3, Skin and Eye Irritation; #4, Skin Sensitization; #5, Combustibility; #7, Aquatic Toxicity; and #9, Aquatic Biodegradability; Vendors must comply with at least one of the following submission requirements:

- Vendors may submit Green Seal certification or other independent third party verification
- Alternatively, Vendors may submit company (in-house) or independent laboratory test results, including test protocols and detailed test results. To identify a list of ASTM approved laboratories go to [www.astm.org](http://www.astm.org).

### Group B

For mandatory specifications: #2, Carcinogens and Reproductive Toxins; #6, Photochemical Smog, Tropospheric Ozone Production and Indoor Air Quality; #8, Eutrophication; #10, Concentrates; #11, Fragrances; and #12, Prohibited Ingredients; Vendors must comply with at least one of the following submission requirements:

- Vendors may submit Green Seal certification or other third party verification as proof that products meet the specification.
- Where applicable, Vendors may identify in their Response to this RFP the actual formulation data or information related to this specification (e.g. actual VOC level).

## Additional Product Specifications - Non-Formulation Mandatory and Desirable Specifications

This section addresses issues not related to product formulation, and includes both mandatory and desirable specifications. In order to be eligible for award under this RFP, Vendors must meet the mandatory specifications. While the desirable specifications are optional, they may represent extra points in the evaluation process.

Desirable specifications are included in Attachment C. All Vendors must fill out and return Attachment C with their response to this RFP to be eligible for any extra points that may be given during the evaluation process.

### 1. **Training**

#### **Mandatory**

The product manufacturer, their distributor, or a third party must offer training or training materials in the proper use of the product and dispensing equipment at **no charge** to the state agency or political sub-division. These

must include step-by-step instructions for the proper dilution, use, disposal, and the use of dispensing equipment.

#### **Desirable**

It is desirable that such training and support include, but not be limited to:

- On-site initial training for use of products
- Ongoing training either on-site or at designated sites throughout Connecticut
- A phone number, preferably toll-free, which customers can call to receive instructions and assistance on product usage.

Should any cost be incurred for training beyond what is required in the RFP, it will be paid for by the using entity.

***In responding to this section on training services offered, Vendors must fill out and return Attachment D with their proposal.***

## **2. Packaging**

#### **Mandatory**

The primary package must be recyclable. Alternatively, manufacturers may provide for returning and refill of their packages.

#### **Desirable**

It is desirable that a Vendor's primary and/or secondary packaging be made with a percentage of recycled content (preferably post-consumer). Include a description of and return / collections program available and identify any measures to reduce the amount of overall packaging.

***In responding to this section on packaging requirement, Vendors must fill out and return Attachment E with their proposal.***

## **3. Labeling Requirements**

#### **Mandatory**

The manufacturer's label shall state clearly and prominently that dilution with water from the cold tap is recommended and shall state the recommended level of dilution. The manufacturer shall also include detailed instructions for proper use and disposal and for the use of personal protective equipment. Vendors must submit Green Seal or another third party certification to show compliance, or a copy of the actual label that demonstrates such compliance.

#### **Desirable**

It is desirable that product labels be color-coded (in lieu of using dyes in the product), and be made with a percentage of post-consumer recycled content.

Labels are designed in a way that assists non-English speaking or illiterate personnel.

***In responding to this section on labeling requirements, Vendors must submit Green Seal, or another third party certification to show compliance, or test results from an independent lab that demonstrates such compliance.***

## **4. Dispensing Equipment**

### **Desirable**

It is desirable that Vendors provide an option for dispensing equipment that reduces worker exposure to chemicals and promotes the appropriate use of the cleaners.

***To receive credit, Vendors must provide a description of available equipment and information on the features that reduce risk and exposure.***

## **5. Non-Animal Testing**

### **Desirable**

It is desirable that Vendors' products not be tested on animals. The State of Connecticut wants to discourage animal testing and will accept the results of past peer-reviewed or standard tests demonstrating compliance with a criterion. In addition, a mixture need not be tested or retested, if existing information demonstrates that each of the ingredients complies with a criterion. Also acceptable are non-animal (in-vitro) test results, providing that the test methods are referenced in peer-reviewed literature and the manufacturer provides the reasons for selecting the particular test method.

It is also desirable that manufacturers have a non-animal test policy in place, or plan to implement such a test policy in the near future.

***To receive credit, Vendors must submit a statement on corporate non-animal testing policies. Test results or data that do not employ animal tests will also receive credit.***

## **6. Asthmagens and Respiratory Irritants**

### **Desirable**

It is desirable that Vendors provide information as to whether their products contain ingredients that may be identified as asthma-causing agents (asthmagens). Such ingredients may include, but not be limited to:

- Monoethanolamine (CAS 141-43-5)
- Tall Oil or Rosin (CAS 8002-26-4)
- Chlorhexidine (CAS 55-56-1)
- Chloramine T (CAS 127-65-1)
- Ammonium Quaternary Disinfectants (May include, but not be limited to the following CAS #s: 8001-54-5, 121-54-0, 122-18-9, 8044-71-1, 124-03-5, 122-19-0).

It is desirable that Vendors indicate whether any product is a respiratory irritant or may aggravate existing respiratory conditions.

***In responding to this section on asthmagens and respiratory irritants, Vendors must fill out and return Attachment F with their proposal.***

## **7. Corporate Environmental Commitment**

### **Desirable**

It is desirable that Vendors provide information concerning environmental initiatives being conducted or planned in other company operations. Such efforts may include, but not be limited to a Vendor who has:

- Instituted a publicly available corporate environmental policy that can be measured by established goals
- Implemented an environmental management system, such as ISO 14001.
- Introduced recycled and/or environmentally preferable products into other operation areas

***Vendors should include a description of the information requested on a separate page, clearly identified in the Vendor's Response.***

## Product-Specific Performance Requirements

Each product as *used* when diluted with water from the cold tap at no more than 50 °F, shall clean common soils and surfaces in its category effectively, as measured by a standard test method. Green Seal recommends the following test methods:

**General-purpose cleaners.** The product shall remove at least 80% of the particulate soil in the American Society for Testing and Materials (ASTM) D4488-95, A5.

**Bathroom cleaners.** The product shall remove at least 75% of the soil in ASTM D5343 as measured by ASTM D5343.

**Glass cleaners.** The product shall achieve at least a rating of three in each of the following Chemical Specialties Manufacturers Association (CSMA) DCC 09 categories: soil removal, smearing, and streaking.

Using standard test methods, a manufacturer can also demonstrate that its product performs as well as a nationally recognized product in its category or achieves the removal efficiency defined in this section.

## Pricing Requirements

### A. Product Pricing Submittals

The Vendor shall provide pricing for all environmentally preferable cleaning products offered in response to this RFP on Attachment G. In addition to the Vendor Contact Name and telephone number, for each product offered the Vendor shall include the name and cleaning application of the product, the available package sizes, the cost per unit, and the recommended dilution level(s) for each product.

### B. Price Adjustments

#### 1. Price increase

The State understands the price of products fluctuate due to various factors in indices. In building a long-term relationship with the Vendor, the State shall allow price increases for products, provided that an index or manufacturer's letter is used to support the price increase. It is the Vendor's responsibility to submit written confirmation to DAS detailing the proposed new price for the product, reason for price increase, and proof that justifies the increase. It is at the sole discretion of DAS to accept or reject the price increase and the date when the price increase will take effect. The State does not allow retroactive price increases. Requests for price increase shall be sent to:

Barbara Moser  
DAS Procurement Services  
Box 150414  
Hartford, CT 06115-0414

## **2. Price Decrease**

The State also expects the Vendor to pass on any savings from any source. Any price decreases will be available immediately. Written confirmation of the price decrease must be submitted to DAS within five (5) working days from the day of implementation by the source. It is at the sole discretion of DAS to determine whether to apply the savings in whole or in part to the contract price products.

The state or any political sub-division reserves the right to submit any evidence proving the Vendor has failed to adhere to the Price Decrease Clause. In the case of failure of compliance, the State and political sub-divisions reserve the right to deduct payments from the State's obligation to the Vendor. The penalty can be up to the difference between the new proposed price and original contractual price, extended to the total quantity purchased from day of the implementation by the source of the discount. The State reserves the right to penalize the Vendor until the Vendor submits a written notice of the price decrease to DAS. Furthermore, the failure to adhere to this clause may also negate any contract extension clauses or result in cancellation of the award. Additionally, the Vendor who is determined to be in default of this mandatory requirement may be precluded from offering products to DAS in the future. It is at the sole discretion of DAS to accept or reject the evidence submitted by the State or political sub-divisions, negate contract extensions and cancellation of the award. Contact for price decreases:

Barbara Moser  
DAS Procurement Services  
Box 150414  
Hartford, CT 06115-0414

## **Quality and Service Requirements**

### **A. Product Availability**

Vendor(s) must agree that there will be no cancellation of products used without an equal and acceptable replacement approved by the designated State representative during the term of the agreement. Vendors(s) must communicate manufacturer's discontinuation of any products to DAS in writing within five (5) business days. In such instances, the Vendor shall work DAS to identify and implement alternative options.

### **B. Freight Policy**

All shipments will be F.O.B. delivered to the specified location. The Vendor is responsible for filing and expediting all freight claims with the carrier. The Vendor will pay title and risk of loss or damage charges. Emergency/hazardous/special/rush deliveries requiring special shipping and handling will be at the Contract Users' expense (see "C. Freight VIP Option"). Invoices must indicate the name of the Contract User making the request. Rush delivery that occurs as a result of the Vendor's error will be free of charge.

### **C. Freight – VIP Option**

The State reserves the right to request that items be air shipped to a particular location. In these rare cases, the items ordered must be received by the requesting Contract User within twenty-four hours after the placement of the order. An authorized agent for the State can request overnight delivery and the ordering agency will pay the freight. The State will not be liable for air freight charges when someone make this request other an authorized State Personnel. In these cas4es, the State will only pay the normal freight/shipping charges.

Each Contract User or political sub-division that intends to exercise this option will provide the Vendor with a list of authorized personnel who can request overnight delivery.

### **D. Shipping**



A packing label must be on each box and include the following information, visible on the outside of the box:

- Contract User
- Address
- Department and Floor
- Building Name and Room Number
- Contact Person
- Telephone Number

A Packing Slip must also be included with each shipment, which will include at least the following information, in no particular order:

- Product description
- Quantity ordered
- Quantity included in shipment
- Any back order products
- Unit Price
- Number of parcels
- Purchase Order
- Agency name and department
- F.O.B. (destination)
- All information contained on the packing list
- MSDS, where applicable

#### **E. Returns**

Any materials delivered in poor condition, in excess of the amount authorized by the requisition form or not included on the requisition form or purchase order may, at the discretion of the Contract Users, be returned to the Vendor's warehouse at the Vendor's expense within 30 days. Credit for returned goods shall be made immediately once vendor receives returned goods. Vendor(s) should not charge Contract Users for returns in the event that incorrect products or quantities are ordered.

There shall be no Restocking Fees to Contract Users or the State.

#### **F. Sole Source Products**

Vendor(s) who have exclusive distribution rights for certain manufacturers are required to offer that line, and those manufacturers must be clearly identified.

#### **G. Inspection**

Upon delivery, the material will be inspected, and if found to be defective or if it fails in any way to meet the specifications as indicated in this Proposal, it may be rejected. The Vendor will replace all rejected materials or shortages within ten (10) business days.

#### **H. Tax Exemption**

Material covered by this proposal is exempt from all Federal and State Taxes. Such taxes shall not be included in prices quoted, nor added to any invoice associated with a purchase made under the resulting agreement.

For work performed by a subcontractor, a simple certification process will be used to qualify for tax exemption.

#### **I. Ordering**

##### **a. Substitutions**

The Vendor shall not substitute any environmentally preferable cleaning product without permission from the DAS Procurement Services and the Contract User.

**b. Contact Information**

The Contract Users require the Vendor to have a local Vendor contact person and either a local telephone number, a toll free (800) number, or agree to accept collect calls. Each Contract User is responsible for placing its orders and may be accomplished by written purchase order, telephone, fax or computer on-line systems. The contact should be able to be reached Monday through Friday from 8:00am to 5:00 pm EST.

**c. Payment Options**

The Contract Users pay by check, electronic funds transfer, or with the State's authorized procurement (credit) card. The Vendor must be a Comptroller approved service provider entitled to be paid using the procurement card and must be able to accept the State's credit card for single purchases under \$1,000.

**d. Customer Service**

The Vendor should provide Contract Users with a single, local point of contact (and a backup) to handle questions and resolve problems that arise. At least one Customer Service Representative must be available during Vendor's operating hours. All service representatives must have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, State-side contract pricing, contracted product offerings/exclusions, contract compliance requirements, and general product information. Representatives should be available by phone, fax, or e-mail (local or 800 number preferred).

**e. Payment Terms**

Standard payment terms for Contract Users are net 45 days for non-SBE and Net 30 days for SBE from product delivery or invoice receipt, whichever is later.

Under the State's General Statute 4a-60j, a SBE Vendor shall receive payment on a contract awarded to him under provisions of Section 4a-60g through 4a-60j, inclusive, no later than thirty (30) days from the due date of any such payment on such contract.

**f. Quality Assurance Guarantees**

The Vendor shall guarantee its products to be free from defects in materials and workmanship, given normal use and care, over the period of the manufacturer's warranty. The terms of this contract will supersede any language to the contrary on purchase orders, invoices or other documents provided by the Vendor, manufacturers, or other sources. The Vendor is to agree to repair and/or immediately replace without charge (including freight both ways) to Contract Users any product or part thereof which proves to be defective or fails within the warranty period.

The Vendor will be responsible for any damage to the State's equipment and assets due to a defective part provided by the Vendor.

## Selection Criteria

A selection committee will review and score all proposals. The following information, in addition to the requirements, terms and conditions identified throughout this RFP Document, will be considered as part of the Selection process.

### **1. Applicable Content**

- a. Ability to meet specifications, requirements, terms and conditions
- b. Ability to meet Mandatory Health and Environmental Specifications
- c. Ability to meet Mandatory Non-formulation Specifications
- d. Ability to meet Non-formulary, Business and Reference Desirable Specifications

### **2. Business Information:**

- a. Set Aside Status
- b. Length of Time in Business
- c. Length of Time in the Business of selling and/or formulating environmentally preferable cleaners
- d. Appropriate Insurance
- e. Qualifications/References

### **3. Account Management**

- a. Strategy for managing contract and customer service approach
- b. Ability to adhere to Quality Assurance / Safety requirements
- c. Reporting Capabilities

### **4. Value**

- a. Pricing
- b. Ability to service a variety of customers, some with special delivery needs

### **5. Delivery**

- a. Ability to adhere to delivery requirements
- b. Extent of ability to fulfill geographic areas

## Submittal Requirements

Proposals submitted in response to this RFP must include a minimum of the following information to ensure that DAS can fully understand the scope of the Vendor's capabilities and conformity to the product requirements and terms of this RFP. Vendors should submit any other pertinent information believed to support credentials to service the states needs.

### 1. Applicable Content

- a. Documentation to confirm Vendor ability to meet Vendor, Product, and Service Requirements outlined on pages 21 through 31, inclusive.
- b. Product Catalogs

### 2. Business Information:

- a. DAS Set Aside Certificate
- b. Brief business history outlining length of time in business
- c. Past 2 years financial statements

*Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.)*

- d. Insurance Certificate(s)
- e. Three (3) Client References: please provide the following information for each reference

Name of company

Contact name

Telephone number

Description of work provided

*Should proposers wish this information to be considered confidential, this information should be placed in a sealed envelope marked "Confidential", this information will not be made viewable to the public and will only be reviewed by the evaluation committee.)*

## Submittal Requirements

### **3. Account Management**

- a. Plan for contract management
- b. Licenses, Professional designations, resumes of each individual assigned to contract
- c. Quality Assurance / Safety programs to be implemented for this contract
- d. Two (2) complete samples of reports

### **4. Value**

- a. Pricing Proposal on all product categories applicable. Vendor must complete and return Attachment G for all products offered in response to this RFP.

### **5. Delivery**

- a. Delivery turn around
- b. Distribution Channels

## Attachment A – Vendor Product Information Sheet

a) Vendors must check off the product applications being proposed as part of this response. All Vendors must fill out separate Mandatory and Desirable Specification checklists (Attachments B and C) for each application being proposed.

If all mandatory and desirable specifications are the same for different applications, Vendors may use the same attachment. However, Vendors must note on that attachment the specific product applications, which apply to the specifications being submitted.

All Vendors must fill out the following information, including any manufacturers who will be providing products as part of this response.

Vendor Name:

Contact Name:

Vendor Address:

City:                      State:                      Zip Code:

Phone:                      Fax:                      e-mail:

Manufacturer Name #1:

Manufacturer Name #2:

Manufacturer Name #3:

For products being proposed as part of Vendors response, Vendors must check the applicable product categories below.

General Purpose Cleaners       Bathroom Cleaners       Glass Cleaners

## Attachment B – Checklist for Mandatory Health and Environmental Specifications – Mandatory for Each Product

This attachment must be filled out and returned with all responses. Vendors must also submit required documentation to be considered eligible for award. Separate attachments must be submitted for each product application when environmental and health information varies for each application. (This form applies to mandatory specifications in **Product Formulation – Mandatory Health and Environmental Specifications** and **Additional Product Specifications – Non-Formulation Mandatory and Desirable Specifications**.)

Vendor Name:

Manufacturer Name:

Product Name:

Product Category Being Proposed:

FORMULATION-RELATED SPECIFICATIONS	IS REQUIRED DOCUMENTATION ATTACHED?	TYPE OF DOCUMENTATION SUBMITTED Green Seal Certification, independent lab results, literature research, MSDS, etc.
1. Toxic Compounds	<input type="checkbox"/> Yes <input type="checkbox"/> No	
2. Carcinogens and Reproductive Toxins	<input type="checkbox"/> Yes <input type="checkbox"/> No	
3. Skin and Eye Irritation	<input type="checkbox"/> Yes <input type="checkbox"/> No	
4. Skin Sensitization	<input type="checkbox"/> Yes <input type="checkbox"/> No	
5. Combustibility	<input type="checkbox"/> Yes <input type="checkbox"/> No	
6. Photochemical Smog, Tropospheric Ozone Production, and Indoor Air Quality	<input type="checkbox"/> Yes <input type="checkbox"/> No	
7. Toxicity to Aquatic Life	<input type="checkbox"/> Yes <input type="checkbox"/> No	
8. Eutrophication	<input type="checkbox"/> Yes <input type="checkbox"/> No	
9. Aquatic Biodegradability	<input type="checkbox"/> Yes <input type="checkbox"/> No	
10. Concentrates	<input type="checkbox"/> Yes <input type="checkbox"/> No	
11. Fragrances	<input type="checkbox"/> Yes <input type="checkbox"/> No	
12. Prohibited Ingredients	<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>NON-FORMULATION RELATED SPECIFICATIONS</b>		
13. Training	<input type="checkbox"/> Yes <input type="checkbox"/> No	
14. Packaging	<input type="checkbox"/> Yes <input type="checkbox"/> No	
15. Labeling	<input type="checkbox"/> Yes <input type="checkbox"/> No	

**I have submitted data to demonstrate compliance with the following: (Check one)**

- All twelve (12) specifications listed in Product Formulation – Mandatory Health and Environmental Specifications.
- Eight (8) or more specification listed in Product Formulation – Mandatory Health and Environmental Specifications, and if awarded a contract, I agree to comply with the remaining mandatory specifications and provide the required documentation within the time period specified in the RFP.

## Attachment C – Checklist for Desirable Product Specifications – Mandatory for Each Product

To be eligible for points in this section, Vendors must fill out and return this attachment with their response. Additionally, Vendors must submit required documentation, which certifies compliance with the appropriate specifications to receive points. If no answer is filled out, or if no required information is submitted, vendors will receive zero (0) points for that item.

All responses must be given for products and their ingredients in their delivered form unless otherwise noted. Separate attachments must be submitted for product applications when environmental and health information varies for each application.

Vendor Name:

Manufacturer Name:

Product Name:

Product Category Being Proposed:

<b>DESIRABLE CRITERIA</b> Non-Formulation Specifications	<b>IS REQUIRED DOCUMENTATION ATTACHED?</b>
1. Training	<input type="checkbox"/> Yes <input type="checkbox"/> No
2. Packaging	<input type="checkbox"/> Yes <input type="checkbox"/> No
3. Labeling	<input type="checkbox"/> Yes <input type="checkbox"/> No
4. Dispensing Equipment	<input type="checkbox"/> Yes <input type="checkbox"/> No
5. Non-Animal Testing Data / Policy	<input type="checkbox"/> Yes <input type="checkbox"/> No
6. Asthmagen Data	<input type="checkbox"/> Yes <input type="checkbox"/> No
7. Environmental Commitment	<input type="checkbox"/> Yes <input type="checkbox"/> No



## Attachment D – Training Information

If Vendors offer training services, this attachment (or a text page attached to this document covering the required information and clearly identified as Training Information) must be filled out and returned with the Vendor's response to this RFP. If this attachment and /or information is not included or is left blank, Vendors will receive no credit for this section.

Bidder Name:

Contact Name:

Phone:

1. **Describe training services available**, including, but not limited to, training goals, training methods proposed, and types of training proposed for all contract users (use additional paper, if necessary, add attach to this sheet).

2. **Provide a list of personnel** who would be available to conduct training for all contract users and their prior experience in conduction training.

Name:                      Experience:

Name:                      Experience:

Name:                      Experience:

3. **Provide a phone number** for questions and the hours that calls will be answered.

Phone:                      Hours:

4. **Describe costs associated**, if any, with different types and levels of training

5. **Provide any other information** relevant to training services offered by the Vendor.



## Attachment E – Packaging Information

### 1. Recyclable and Recycled Content Packaging

To receive points, Vendors must list the type of packaging used, the material used, and the total and Post-consumer recycled content in such packaging.

Product	Packaging Type/Material	Total Recycled Content (%)	Post-Consumer Content (%)

### 2. Packaging Source Reduction

Describe what programs, if any, that have been implemented to reduce the amount of packaging used while still ensuring the safety of all product shipments, storage and use.

### 3. Refillable/Returnable Containers

If available, provide a description of how containers may be refilled and/or a description of any packaging return program currently in place or proposed for establishment in Connecticut.

### 4. Compliance with CGS § 22a-255g through 255m, Toxics in Packaging Statutes

In accordance with the State's General Statutes ("CGS") § 22a-255g through 22a-255m, the Toxics in Packaging Statutes, the Vendor shall not sell or distribute any package or packaging component to which Cadmium, Lead, Hexavalent Chromium, or Mercury has been intentionally introduced. The law further requires that the sum of the total of the incidental presence of the aforementioned metals be under 100 parts per million (ppm). The Contractor should obtain a copy of the manufacturers Certificate of Compliance to insure compliance.

**Does your packaging comply with this Statute?**  Yes  No

## Attachment F – Asthmagens Information

Vendors must list all products offered in their response and indicate, by circling yes or no, whether each product contains an asthma-causing agent, or represent a respiratory irritant, or may aggravate existing respiratory conditions.

If none of the products being offered in your RFP response contains any asthmagen or respiratory irritant, you may check the box below in lieu of listing all the products.

I/we certify that all of the products being offered in our response to this RFP DO NOT contain any of the asthma-causing agents listed above or represent a respiratory irritant.

Product Name	Monoethanolamine CAS 41-43-5	Tall Oil or RosinCAS CAS 8002-26-4	Chlorhexidine CAS 55-56-1	Chloramine T CAS 127-65-1	Ammonium Quarternary Disinfectants	Known Respiratory Irritants
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No
	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> Yes <input type="checkbox"/> No

# STATE OF CONNECTICUT PROCUREMENT SERVICES

RFP NO.: <b>04PSX0070</b>
------------------------------

**Barbara Moser**

**ATTACHMENT G**

**(860)713-5081**  
*Telephone Number*

<b>PROPOSAL SCHEDULE for RFP # 04PSX0070</b>	DELIVERY:	
<div style="border: 2px solid red; padding: 5px; color: green; font-weight: bold;">                 ***** <b>IMPORTANT!</b> *****  <b>RETURN ORIGINAL AND ONE COPY</b> </div>	TERMS:	CASH DISCOUNT:  %                      Days
Payment terms are net <b>45</b> days. Any deviation may result in proposal rejection. Proposal prices shall include all transportation charges FOB state agency.	PROPOSER NAME:	
	SSN OR FEIN #:	

Vendors must fill out this price sheet and submit it with their proposal.

Product and Application	Package Size Available (e.g. 1 gallon, 4 gallons per case, etc)	Cost Per Unit (e.g. \$20 per case, etc)	Recommended Dilution Level(s) from product label.
<i>e.g. glass cleaner</i>	<i>1.1 gallon concentrate</i>	<i>\$40.00</i>	<i>10:1</i>
	<i>2. quarts – ready to use</i>	<i>\$2.50</i>	<i>NA</i>
1.	1.	\$	
	2.	\$	
2.	1.	\$	
	2.	\$	
3.	1.	\$	
	2.	\$	
4.	1.	\$	
	2.	\$	
5.	1.	\$	
	2.	\$	
6.	1.	\$	
	2.	\$	
7.	1.	\$	
	2.	\$	
8.	1.	\$	
	2.	\$	
9.	1.	\$	
	2.	\$	
10.	1.	\$	
	2.	\$	
11.	1.	\$	
	2.	\$	
12.	1.	\$	
	2.	\$	
13.	1.	\$	
	2.	\$	
14.	1.	\$	
	2.	\$	

POLITICAL SUB-DIVISIONS  
SUPPLEMENT  
RFP-13 NEW 6/98

**STATE OF CONNECTICUT**  
**DEPARTMENT OF ADMINISTRATIVE SERVICES**  
**PROCUREMENT SERVICES**  
**165 Capitol Avenue, 5<sup>th</sup> Floor South**  
**PO BOX 150414**  
**HARTFORD, CT 06115-0414**

RFP Number: 04PSX0070
--------------------------

**Barbara Moser**  
*Buyer Name*  
**(860)713-5081**  
*Buyer Phone Number*

**SUPPLEMENT ON BEHALF OF POLITICAL SUB-DIVISIONS ONLY**

Proposer will please indicate below whether he will agree, if he becomes an awarded contractor as the result of the issue of this Request for Proposal, to furnish his awarded items at contract prices to Connecticut Political Sub-Divisions (towns and cities) which might be interested in using the State's contract.

The proposer's indication, affirmative or negative, will in no way prejudice as it relates to the State's own requirements.

If the proposer is agreeable, but only subject to certain qualifications, or other conditions he may stipulate, he is invited to list such qualifications in the spaces provided below.

<p><b>PROPOSER WILL EXTEND CONTRACT PRICES TO CONNECTICUT POLITICAL SUB-DIVISIONS SUBJECT TO THE FOLLOWING PROPOSER'S QUALIFICATIONS, IF ANY:</b></p> <p><b>*** Check One ***</b></p> <p><input type="checkbox"/> YES    <input type="checkbox"/> NO</p>
--

**QUALIFICATIONS:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PROPOSER'S NAME:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

# STATE OF CONNECTICUT

## PROPOSER'S STATEMENT OF QUALIFICATIONS

RFP Number:  
04PSX0070

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A PROPOSER'S QUALIFICATIONS AND TO DETERMINE IF THE PROPOSAL SUBMITTED IS FROM A RESPONSIBLE PROPOSER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED PROPOSER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE PROPOSER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING PROPOSALS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: \_\_\_\_\_  
&  
ADDRESS: \_\_\_\_\_

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: \_\_\_\_\_ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: \_\_\_\_\_

LIST PREVIOUS COMPANY NAME (S) \_\_\_\_\_

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **REQUEST FOR PROPOSAL** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
	_____	_____	_____
2.	_____	_____	_____
	_____	_____	_____
3.	_____	_____	_____
	_____	_____	_____

# STATE OF CONNECTICUT

## PROPOSER'S STATEMENT OF QUALIFICATIONS

**RFP Number:**  
04PSX0070

Page 2 of 2

COMPANY NAME: \_\_\_\_\_

SIZE OF COMPANY  
OR CORPORATION:    NUMBER OF EMPLOYEES:    FULL TIME \_\_\_\_\_    PART TIME \_\_\_\_\_

COMPANY VALUE:    EQUIPMENT ASSETS \_\_\_\_\_    TOTAL ASSETS \_\_\_\_\_

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE?     YES     NO

REGISTRATION DATE, IF AVAILABLE: \_\_\_\_\_

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE  
ISSUED BY THE CONNECTICUT SECRETARY OF STATE'S OFFICE?     YES     NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR & MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS  
OF THIS RFP.

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(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS,  
PRINCIPAL SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS  
MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS,  
PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS,  
DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM.  
INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE  
AGENCY SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION,  
ETC. DETAIL THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE  
(3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS  
COMPLETE AND TRUE.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
TITLE

# STATE OF CONNECTICUT

## Certificate of Compliance with Connecticut General Statute Section 31 - 57b

**RFP Number:**  
04PSX0070

I hereby certify that all of the statements herein contained below have been examined by me, and to the best of my knowledge and belief are true and correct.

The \_\_\_\_\_ **HAS / HAS NOT**  
*Company Name* (Cross out Non-applicable)

been cited for three (3) or more willful or serious or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the RFP, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act of 1970, and not abated within the time fixed by the citation and such citation has not been set aside following appeal to the appropriate agency of court having jurisdiction or **HAS / HAS NOT** (Cross out Non-applicable) received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the RFP.

The list of violations (if applicable) is attached.

\_\_\_\_\_  
*(Name of Firm, Organization or Corporation)*

**Signed:**

\_\_\_\_\_  
*Written Signature:*

\_\_\_\_\_  
*Name Typed:* (Corporation Seal)

**Title:**

\_\_\_\_\_  
*(Title of Above Person, typed)*

**Dated:**

\_\_\_\_\_

*State of* \_\_\_\_\_ )

*County of* \_\_\_\_\_ ) **ss:** *A.D., 20* \_\_\_\_\_ )

Sworn to and personally appeared before me for the above, \_\_\_\_\_,  
*(Name of Firm, Organization, Corporation)*

Signer and Sealer of the foregoing instrument of and acknowledged the same to be the free act and deed of

\_\_\_\_\_, and his/her free act and deed as  
*(Name of Person appearing in front of Notary or Clerk)*

\_\_\_\_\_.  
*(Title of Person appearing in front of Notary or Clerk)*

My Commission Expires:

\_\_\_\_\_  
*(Notary Public)* *(Seal)*



**Barbara Moser**  
*Contract Specialist*

**(860)713-5081**  
*Telephone Number*

# STATE OF CONNECTICUT

**DEPARTMENT OF ADMINISTRATIVE SERVICES**

**PROCUREMENT SERVICES**

**165 Capitol Avenue, 5<sup>th</sup> Floor South**

**PO Box 150414**

**HARTFORD, CT 06115-0414**

BID NO.:

**04PSX0070**

**Gift Affidavit to Accompany Proposal for Large State Contracts,**  
**as defined in Section 2 of Public Act 04-245**

**Page 1 of 1**

I, \_\_\_\_\_ (name, title and company name), hereby swear that, during the two-year period preceding the submission of this proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this proposal nor agent of the above gave a gift, as defined in Conn. Gen. Stat. Section 1-79(e), including a life event gift as defined in Conn. Gen. Stat. Section 1-79(e)(12), except the gifts listed below:

<b>Name of recipient of gift</b>	<b>Value of Gift</b>	<b>Date of Gift</b>	<b>Gift Description</b>
1. _____			
2. _____			
3. _____			

to (1) any public official or state employee of the state agency or quasi-public agency soliciting the proposals who participated directly, extensively, and substantially in the preparation of the preparation of the request for proposal; or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the proposal.

Further, neither I nor any principals or key personnel of submitting firm or corporation who participated directly, extensively and substantially in the preparation of this proposal know of any action to circumvent this gift affidavit disclosure.

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

_____	_____	_____
Print name	Signature	Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_\_,

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