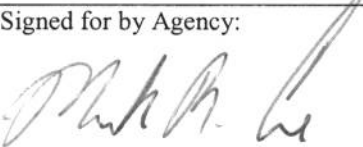
 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	Please quote on the commodities or services listed below. All prices must be FOB Destination. You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.
	This is not an order to ship or provide services	


VENDOR NAME and ADDRESS: 	Bid Number: 2011-0003-MRC
	Bid Due Date: April 14, 2011 at 2:30PM

Return to: Western Connecticut State University Purchasing Department University Hall 181 White Street Danbury, CT 06810	Date Issued: March 7, 2011
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Signed for by Agency:  Mark R. Case	Prepared by: Mark R. Case Director - Administrative Services Phone: (203) 837-8657 Fax: (203) 837-8659	Purchasing Authority: Public Acts 91-256/92-154
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Item	Description	Unit	Quantity	Unit Price	Extension
	<p>Western Connecticut State University (WCSU) is seeking a contractor(s) to provide Communication Access Real Time Translation (CART) services in support of hearing impaired students enrolled at WCSU. Please refer to the attachment "Request for Proposal No. 2011-0003-MRC Communication Access Real Time Translation (CART) Services" of this solicitation for a description of services to be rendered. Along with fulfilling the requirements of this attachment, Proposer is requested to submit a detailed summary pertinent to the following:</p> <ul style="list-style-type: none"> • A summary of the Proposer's capabilities and experiences with regards to CART. • A plan for the execution of the requested service at WCSU along with accompanying price structure. • Equipment the Proposer would provide in support of this effort and the equipment the Proposer anticipates WCSU would provide. 				

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature _____ Date _____
	Printed Name _____
	Phone _____ Extension _____
	Cash discount Payment Terms _____ % _____ days, net 45 days Company FEIN _____

 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	Please quote on the commodities or services listed below. All prices must be FOB Destination. You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.
	This is NOT an order to ship.	

VENDOR NAME:	Bid Number: 2011-0003-MRC
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Return to: Western Connecticut State University Purchasing Department University Hall 181 White Street Danbury, CT 06810	PAGE 2
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Item	Description	Unit	Quantity	Unit Price	Extension
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Bid Parameters

The period of service for any subsequent agreement shall be from 8/30/11 – 8/29/13 inclusive. WCSU reserves the right to terminate any subsequent agreement resulting from this solicitation with (5) days written notice.

Compliance with the attached terms and conditions is mandatory. The following attached forms must be completed and returned with the proposal:

- “Commission on Human Rights and Opportunities – Contract Compliance Regulations – Notifications to Bidders”
- Form 1 Gift and Campaign Contribution Certification
- Form 5 Consulting Agreement Affidavit
- Form 6 Affirmation of Receipt of State Ethics Laws Summary
- Non-Discrimination Certification

Note that this is a sealed bid. Late bids, e-mailed bids, faxed bids, or unsealed bids will not be accepted. Please note the sealed bid number 2011-0003-MRC on the exterior of the sealed envelope so that proper identification can be made.

Sealed bid opening is April 14, 2011 at 2:30PM in the Purchasing Office of Western Connecticut State University, 181 White St., Danbury, CT.

Note that Western Connecticut State University reserves the right to reject any and all solicitations and to order or to not order any and all goods or services in this solicitation.

To be completed by bidder

Vendor Authorized Signature _____ Date _____

REQUEST FOR PROPOSAL NO. 2011-0003-MRC

COMMUNICATION ACCESS REALTIME TRANSLATION (CART) SERVICES

Section 1. Administrative Overview

1.1 Introduction

This is a Request for Proposals (RFP) issued by Western Connecticut State University (hereinafter referred to as the "University" or "WCSU") seeking proposals for the providing of CART (Communication Access Real Time) Services at the University for hearing impaired students. Please note that any resultant contract(s) may be extended to the other campuses in the Connecticut State University System (Eastern Connecticut State University in Willimantic, CT, Southern Connecticut State University in New Haven, CT, and Central Connecticut State University in New Britain, CT) under the same terms and conditions agreed to by Western Connecticut State University.

1.2 Authority

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

1.3 RFP Organization

This RFP is organized into the following sections:

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

Section 2, Scope of Work/Services Required -- Provides interested parties with a brief description of the University, the objectives of this RFP and a general description of the work involved and/or the required services.

Section 3, Proposal Requirements -- Describes the required format and content for the submission of proposals.

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

Appendices -- including Appendix I (References Form), Appendix II (Instruction to Proposers), and Appendix III (Proposal Certification).

1.4 Submission of Questions

Contractors may submit questions or requests for clarification in writing. The deadline for submission of questions is March 17, 2011. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled by the Director of Administrative Services and will be distributed to all interested parties as soon as possible through an addendum via State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

Questions must be submitted in written form to:

Mark R. Case
Director - Administrative Services
Western Connecticut State University
181 White St.
Danbury, CT 06810
Ph. (203) 837-8657
Fx. (203)837-8659
E-mail casem@wcsu.edu

1.5 Submission of Proposals

Contractors shall submit a clearly marked original plus one (1) copy of the proposal. Proposals shall be received by the WCSU Purchasing Department no later than 2:30PM on April 14, 2011 at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract.

Proposals shall be mailed or delivered to:

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

Any proposal received after this date and time shall be rejected.

The outside cover of the package containing the proposal shall be marked:

RFP 2011-0003-MRC, CART Services

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

1.6 Costs for Proposal Preparation

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

1.7 Disqualification of Proposals

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

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

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

1.8 Addenda to this RFP

WCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at www.das.state.ct.us. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.9 Right to Withhold Awarding of Contract

Contractors are advised that WCSU reserves the right not to award or to not award a contract resulting from this solicitation.

1.10 Final Contract

The University shall not be responsible for work done, even in good faith, prior to the University's execution of a final contract with the Contractor.

1.11 Inspection of Proposals and Confidential Information

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

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

1.12 Contract Invalidation

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

1.13 Term of Contract

The term of any contract(s) issued as a result of this solicitation shall be for two (2) years. The term shall be from August 30, 2011 – August 29, 2013 inclusive.

1.14 Fees

All fees and costs quoted herein shall remain firm for the entire contract term.

1.15 RFP Terms and Conditions

All proposals submitted under this RFP shall remain in effect for a period of one hundred twenty (120) days following the closing date to allow time for evaluation, approval and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The failure of any respondent to receive or examine any contract, document, form, addenda or to acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into any subsequent contract or Purchase Order.

1.16 Advertising

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of WCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Western Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University

1.17 Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from vendor's activities involving third parties and arising from any contract resulting from this Request for Proposal.

1.18 Prevailing Law

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut. Full compliance with these terms is mandatory and a requirement of this request for proposal.

1.19 Contract Termination for Cause

The University may terminate any resulting contract for cause by providing a Notice to Cure to the appropriate Firm citing the instances of noncompliance with the contract.

a) The Firm shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

- b) If the Firm and the University reach an agreed upon solution, the Firm shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- c) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Firm, the University reserves the right to terminate the agreement.

1.20 Sustainability and Green Campus Initiative

In the interest of supporting WCSU's initiative to reduce waste and extraneous use of natural resources, WCSU is requesting the following:

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.

Section 2. Scope of Work

2.1 Background

WCSU is one of four universities in the Connecticut State University system, the others being Eastern Connecticut State University in Willimantic, CT., Southern Connecticut State University in New Haven, CT, and Central Connecticut State University in New Britain, CT. WCSU currently enrolls approximately 6500 students across numerous undergraduate and graduate programs. For more information regarding Western Connecticut State University, please visit the University's website at www.wcsu.edu.

2.2 Current Services and Providers

- A. The University currently retains two (2) providers to supply CART services. Copies of these agreements are included for reference.
- B. The number of students utilizing CART services at WCSU in the Fall of 2010 was two (2). In the Spring of 2011, there were no students registered to use the CART services.
- C. Services are provided at the request of the University on an "as needed" basis, with no financial obligations to the University if the services are not used.

2.3 Objectives

The University seeks to continue providing CART services as needed and warranted to its students. The purpose of this RFP is to establish a contract or contracts with a company or companies that will meet these service needs of WCSU.

To that end, although a general format of the evaluation criteria is included herein, all respondents are encouraged to prepare a proposal utilizing creativity and imagination, which in your professional opinion would assist the University in accomplishing its goal.

WCSU reserves the right to issue a single award or multiple awards based on RFP responses and whatever is deemed to be in the best interest of the University.

2.4 Services Required

The University is interested in establishing a contract or contracts with a firm or firms who will, at a minimum:

- A. Provide CART Services for day and evening classes at the University.
- B. Convert spoken English into a readable format in real time enabling the hearing impaired student to read what is being said instantaneously in class.
- C. Provide the student with written transcripts from the class.
- D. Interact with the student's instructor(s) to obtain copies of the class syllabi, discussion materials, and lecture notes prior to class to ensure accuracy of translation, and proper functioning of software.

2.5 Equipment

In support of this program, the University is prepared to supply the following items:

- A. Lap top computer with Microsoft Windows XP
- B. Internet Connection
- C. Microphone

Section 3. Proposal Requirements

3.1 Response Format Requirements

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible.

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

NOTE: Unnecessarily elaborate brochures and other presentations, beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

3.2 Specific Proposal Responses

The following response requirements are to be addressed in the proposer's response:

1. Provide a brief description of your firm and its experience in CART arrangements. Include a description of your firm, name(s) of owner(s) and/or principal officer(s), and date of incorporation.
2. Detail the firm's current list of clients and length of time of service to these clients.
3. List insurers and amounts of coverage carried by your agency for business liability.
4. Detail your agency's service and support policies.
5. Completed Appendices I and III.
6. Completed Gift and Campaign Contribution Certification.
7. Completed Consulting Agreement Affidavit.
8. Completed "Commission on Human Rights and Opportunities Contract Compliance Regulations Notification to Bidders".
9. Completed Non-Discrimination Certification form.

3.3 References

- Provide a listing of references from current or former clients at institutions to whom the bidder has provided similar services as described in this RFP, particularly references from other higher education organizations of similar size to WCSU. Please use Appendix I for this list.
- General qualifications and experience as they relate to the following:
 - Compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.
 - History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
 - History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

Section 4. Bid Evaluation Criteria

Evaluation – The award of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University, with the award made to the most responsive bidder(s) offering the best value as determined by the University. All proposers submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

Proposals will be evaluated as to the response to the following criteria:

Criteria

1. Qualifications and Experience

- Prior Experience including References.
- Qualifications of staff and dedicated agent or primary point of contact.
- Current clients list.
- General qualifications and experience as they relate to compliance with State of Connecticut contracting statutes and regulations, including Ethics.

2. Proposed Solution

- Vendor's ability to establish the University's confidence that their proposal will meet university expectations and the requirements described herein.
- Demonstrated ability to provide the required services.
- Any supplemental services which would benefit the University.
- Completion of noted appendices and full compliance with University and State terms and conditions.

3. General Criteria

- **Supplemental Information:** As part of the proposal review, the University may request the proposer to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.
- **Presentations:** The University reserves the right, but is not obligated, to request that each proposer provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed one (1) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.
- **Review of References:** Each proposer is required to provide a list of references as requested above with which it has provided services similar to the one in this RFP. Please include name, title, and telephone number of a contact person at each institution. The University reserves the right, but is not obligated to, contact any organization or institution and review the system installed and implemented by any proposer as a reference.
- **Supplier Representatives:** Proposer must identify the people it anticipates representing the supplier in developing and implementing the Agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

- **The University will include in its evaluation:** proposals, presentations (if requested), references and interviews, as warranted. In addition, the award will be predicated upon the successful negotiation of specific terms and conditions on any resulting award or Purchase Order. The University will be the sole judge of the suitability of the proposed Agreement.

- **Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within three (3) business days of receipt of any request for clarification by the University.

- **Elaborate Brochures:** Unnecessarily elaborate brochures and other presentations, beyond those sufficient to present a complete and effective proposal, are neither necessary nor desired.

Appendix I. REFERENCES

Proposals should include three organizations or institutions, of similar or the same size, where your organization has provided services similar to the services you are proposing for WCSU. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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

Appendix II. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Purchasing Department, Western Connecticut State University, University Hall, 181 White Street, Danbury, CT 06810, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:

Title of Proposal: CART (Communication Access Real Time) Services

RFP Number: 2011-0003-MRC

Proposal Due Date: April 7, 2011 at 2:30PM

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and one (1) copy.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. This solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 120 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)

- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
- K. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- L. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Mark R. Case
Director of Administrative Services
Western Connecticut State University
University Hall
181 White St.
Danbury, CT 06810
Phone: (203)837-8657
Fax: (203)837-8659
Email: casem@wcsu.edu

Appendix III. PROPOSAL CERTIFICATION

The undersigned bidder, in response to WCSU's Request for Proposal for CART Services, sealed bid 2011-0003-MRC, having carefully examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.

Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

(firm)

(phone no.)

(address)

(fax no.)

(address)

(signature)

(date)

(title)



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

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

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

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

If YES: Name of Former State Agency, Termination Date of Employment

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

Form with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), and Awarding State Agency.

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

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature Date
Printed Name Title
Firm or Corporation (if applicable)
Street Address City State Zip
Awarding State Agency

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

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

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

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

Yes__ No__

PART IV - Bidder Employment Information

Date:

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

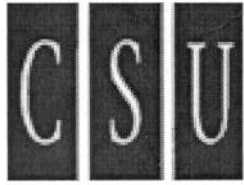
*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Connecticut State University System



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

Standard Terms and Conditions

All Invitations for proposals, pricing, bids or quotes (herein known as proposals) issued by the Connecticut State University ("CSU") will bind the company and / or contractor to the terms and conditions listed below, unless explicitly specified to the contrary, in an individual Invitation For Proposal. The use of CSU will refer to the System Office and all four universities collectively or individually as specified in the proposal document.

Every Contract awarded by CSU will be interpreted, governed, and subject to the laws of the State of Connecticut, including Connecticut Public Acts and Executive Orders. All applicable Federal Laws shall also apply. If any of the terms and conditions within this document are in conflict with an RFP, the terms and conditions of the RFP shall control.

All contractors agree that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to Sealed Invitation For Proposals.
2. The time and date proposals are to be received and opened are stated in each RFP issued. All proposals must be addressed to the designated location on the proposal document. Proposals received in the Purchasing Department after the specified time and date of proposal opening given in each proposal will be returned to the proposer unopened. Proposal envelopes must clearly indicate the proposal number as well as the date and time of the opening of the proposal. The name and address of the proposer should appear in the upper left hand corner of the envelope.
3. Incomplete proposal forms may result in the rejection of the proposal. Amendments to proposals received by CSU after the time specified for opening of proposals, shall not be considered. 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 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 proposal for those items erased, altered or corrected and not initialed. All signatures and initials on the original proposal document must be original (no stamp signatures allowed).
4. CSU in its sole discretion reserves the right to accept or reject any and all proposals, and to waive any technicality in any proposal submitted, and to accept any part of a proposal deemed to be in the best interest of the CSU.
5. All information required in the proposal form must be submitted. Failure to provide such information may result in rejection of the proposal.
6. Conditional proposals are subject to rejection in whole or in part. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the invitation for proposals.
7. Alternate proposals will not be considered, unless otherwise noted on the proposal form. An alternate proposal is defined as one which is submitted in addition to the proposer's primary response to the invitation for proposals.
8. CSU does not sponsor any one manufacture's products but lists equipment by name and model number to define the quality and performance level desired. Proposer's may submit substitutes similar in nature to the equipment specified. The substitute must be equal to, or offer a clear advantage to the owner because of improved performance. All substitutes must be accompanied with substantiating data. All final decisions concerning substitutes will be made by CSU prior to any award. Substitutes, in the sole opinion of CSU, must be at least equal in quality, durability, appearance, strength and design to the equipment specified. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications. Each proposer shall furnish with proposal, current descriptive literature on all items proposed.
9. 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.
10. 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 shall not be included in proposal prices, or any resulting/related invoices. Also, pursuant to Section 12-81(2) of the Connecticut General Statutes, CSU is exempt from the payment of property taxes.
11. Discrepancies between a unit price and an extended price, the unit price shall govern.
12. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to CSU's request. It is further implied that the proposer did not participate in the formation of CSU's solicitation development process, nor had any knowledge of the specific contents of the

proposal solicitation prior to its issuance, and that no employee of CSU participated directly or indirectly in the proposer's proposal preparation.

13. All proposals properly submitted will be opened and read publicly. Upon award the proposals are subject to public inspection. Abstracts of proposals received are not prepared for distribution nor will information be conveyed by telephone.
14. It is the proposer's responsibility to check the www.das.state.ct.us/Purchase/Portal/Portal_Home.asp website for changes prior to the proposal opening. The proposer will be held responsible for obtaining all information related to proposal submission including any and all addenda or supplements required. CSU reserves the right to amend or cancel an invitation to submit proposal prior to the date and time for the proposal opening.
15. Any person contemplating submitting a proposal in doubt as to the true meaning or in need of clarification to any part of the specifications, or other proposed contract documents, must submit a written request for interpretation thereof. CSU's response must be in writing to be relied upon by the proposer.
16. Proposer's prices must be firm for a period up to 120 days from proposal opening.
17. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
18. Contracts for the provision of services include obtaining and paying for all permits, licenses, fees, and notices including complying with all laws, ordinances, rules and regulations of the city or town in which the services is to be provided, and the State of Connecticut.
19. All proposer responses shall be the sole property of CSU.
20. Any alleged oral agreement or arrangement made by a firm with CSU or any employee is not binding.
21. Proposer shall bear all costs associated with proposer's response to this request for proposal including the costs of any presentations and/or demonstrations (if any). In addition, questions or clarifications at the request of CSU may be required at the proposer's expense.
22. All proposers must complete and submit non-discrimination and affirmative action forms such as the Notification to Proposers, Contract Compliance, and EEO-1 forms with the submission of their proposal. It is not sufficient to declare or state that such forms are on file with the State.

Guaranty or Surety

23. 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. When a proposal or performance bond is required it shall be in the form of a cashiers check or an actual bid bond and the amount shall be ten percent of the proposal amount. C.G.S. Sec. 4b-92.

Insurance Requirements

24. All successful vendors who have been awarded a Purchase Order will be required to maintain reasonable insurance coverage and provide written proof of this protection.

The chart below outlines some of the basic types of insurance that CSU may require of a contractor by type of contract.

Type of Contract	Commercial General Liability	Auto Liability	Professional Liability	Workers' Compensation
I Construction and Service Contract (a)	X	X	No	X
II Tenants, Facility Use, Concessionaires and Vendors (b)	X	*	No	*
III Professional Service Contract (b)	X	*	X	X

X = Coverage is required in contract.

* = Coverage is often required in contract.

25. (a) Construction and Service Contracts

Includes projects such as most construction and remodeling, janitorial services, on-site equipment maintenance agreements, plumbing, painting and electrical work.

(b) Tenants, Facility Use, Concessionaires and Vendors

Includes tenants, food and beverage concessionaires, space rental to lessees, facility use, exhibitors (i.e. exhibitors within student centers) and vendors who supply equipment or other products (that does not require installation or maintenance to state agencies.)

Special Cases: If tenants activities include a childcare center then Daycare Liability is required. If tenants activities include parking (surface parking or garage) then Garagekeepers Legal Liability may be needed. If tenant is in the business of manufacturing, selling, distributing or serving of alcoholic beverages, then Liquor Liability may be needed.

III Professional Services

Includes professional services such as architects, engineers, consultants, attorneys or accountants.

26. Insurance Guidelines (Limits and Scope)

Before commencing work, the vendor shall obtain at its own cost and for the duration of the contract, the following insurance:

- A. Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include, Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

B. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.

C. Professional Liability: \$1,000,000 limit of liability.

D. Workers' Compensation and Employers Liability: Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease - Policy limit, \$100,000 each employee.

An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.

27. Additional Insurance Provisions

A. The State of Connecticut, its officers, officials, employees, agents, boards and commissions shall be named as **Additional Insured**. The coverage shall contain no special limitations on the scope of protection afforded to the State.

B. Contractor shall assume any and all deductibles in the described insurance policies.

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

D. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

E. 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.

F. "Claims Made" coverage is unacceptable, with the exception of Professional Liability.

28. Certificates of Insurance must provide clear evidence that the contractor's insurance policies contain the minimum limits of coverage, terms and conditions. Additionally, the certificate must include the following:

A. Certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as **Additional Insured**.

B. Certificate shall clearly indicate project name, project number or some easily identifiable reference to the relationship to the State.

Verification of Coverage

The Certificate of Insurance provides evidence of a contractor's insurance. The certificate should be signed by a person authorized by that insurer to sign on its behalf. The certificate Accord Form S 25. Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

Samples

29. Any and all required samples are furnished at no cost to CSU. Proposer must indicate if a sample's return is desired, provided that the sample has not been rendered useless or beyond useful life. Samples may be held for comparison with actual product deliveries. All samples, unless otherwise indicated, become the property of CSU and will not be returned to the proposer. Proposer must pay the cost associated with the return of sample.

30. Samples when required, must be submitted strictly in accordance with the requirements of the proposal.

Contract Award

31. Award will be made to the lowest responsible proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the proposal, may be considered in award determination by CSU.

32. CSU reserves the right to grant award and/or awards by item, or part thereof, groups of items, or all items of the proposal; to reject any and all proposals in whole or in part; to waive minor irregularities and omissions if, in CSU's judgment, the best interest of the Connecticut State University System or the State of Connecticut will be served.

33. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.

34. Any product developed and accepted under a contract awarded as a result of a Proposal is to be sole property of the CSU, unless stated otherwise in the Proposal or contract.

35. All data collected by the contractor in connection with the contract agreement may not be shared without the expressed written approval of CSU.

36. The contractor shall defend, indemnify and hold harmless the Buyer (CSU), its officers and employees against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services hereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of this order or any parts thereof.

Bonding Requirements

37. The following bonds may be required:

a. Proposal Surety: Each proposal must be accompanied by a proposal bond and/or certified check in the amount of 10% of the total proposal price. Checks should be made payable to CSU or the appropriate University. An insurance company licensed to do business in the State of Connecticut shall execute the proposal bond.

b. Performance Bond: The successful proposer must submit a Performance Bond in the amount of 100% of the total proposal price within ten (10) days from date of award notification. A company authorized to transact business in the State of Connecticut shall execute the Performance Bond. Checks should be made payable to CSU or the appropriate University.

c. Labor and Material Payment Bond: The successful proposer must submit a Labor and Material Payment Bond in the amount of 100% of the total proposal price within ten (10) days from date of award notification. A company authorized to transact business in the State of Connecticut shall execute the bond. Checks should be made payable to CSU or the appropriate University.

Contract

38. Each proposal submitted is an offer by the contractor or company to furnish any or all of the commodities or services

described therein at the prices given and in accordance with conditions set forth in the proposal. Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department, and shall comprise the entire agreement between the proposer and CSU.

39. Award Notice and Offer to enter into a formal contract shall be by placing into the mail at the address provided in the awarded proposal or by other delivery method of said notice to the awarded person, company, or corporation. This formal notice shall have the effect of an offer to enter into a formal contract agreement. If contractor, within ten business (10) days of said notice, refuses to accept the offer to begin contract negotiation then this offer to negotiate a contract may be withdrawn and an offer cascaded to the next lowest responsible qualified proposer, and so on until such contract is awarded and accepted.
40. Contracts will remain in force through the period expressed in the contract and/or until all contract terms and conditions have been satisfied. Termination of a contract shall be governed by the explicit terms contained within each contract.
41. 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 CSU.
42. Any contract may be canceled, voided or rendered null and void by CSU for nonperformance of the contract terms or failure of the contractor to furnish a performance surety within the (10) days from date of request.
43. Failure of a contractor to deliver commodities or perform services as specified will constitute authority for CSU to purchase these commodities or services on the open market. contractor agrees to promptly reimburse CSU for excess costs due to these purchases, and these purchases will be deducted from the quantities contracted for.
44. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities must be removed by the contractor at the contractor's expense from the CSU premises within forty-eight (48) hours after notification, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours will be considered as abandoned and CSU shall have the right to dispose of them as its own property.
45. Contractor agrees to: hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract; 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.

Delivery

46. Unless otherwise specified in the proposal, all products and equipment delivered as a result of this proposal must be new and shall include any and all manufacturer's warranties.
47. Delivery will be to the point specified on the order.
48. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to do so may cause the shipment to be rejected and returned at contractor expense.
49. All deliveries shall be in compliance with Section 22a-194 to Section 22a-194g of the Connecticut General Statutes related to product packaging.
50. Deliveries are subject to reweighing on official sealed scales designated by the State and payment will be made on the basis of net weight of materials received.
51. Payment terms are net 45 days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net 30.
52. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

Inspection and Tests

53. The inspection of all commodities and the making of chemical and physical tests of samples submitted with proposals and samples of deliveries to determine whether or not the specifications are being complied with shall be made in the manner prescribed by CSU.
54. Any item, which fails in any way to meet the terms of the contract, is subject to be paid for at an adjusted price or rejected. The decision of CSU shall be final.
55. After delivery and upon completion of installation, the contractor must certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for 60 days an acceptance test shall be performed by CSU, assisted by the contractor. During the 60-day test period CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the product(s) operating characteristics meet the performance standards defined in the proposal.

Advertising

56. Reference by suppliers to sales to CSU for advertising and promotional purposes without prior approval of CSU is expressly prohibited.

Rights

57. It is expressly stipulated and understood that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. It is further expressly stipulated and understood that the contractor shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under this contract.
58. The contractor or subcontractor offers and agrees to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act. 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; this assignment shall be made and become effective at the time CSU awards or accepts such contract, without further acknowledgment by the parties.

Cancellation

- 59. Severability: If any provision of these terms and conditions are prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining Terms and Conditions unless it materially alters the nature or intent of the provision.
- 60. Sub contracting: The use of, assignment to, or furtherance of contractors obligation by a subcontractor, shall require the written approval of CSU and adherence by subcontractor to these Terms and Conditions.
- 61. Notwithstanding any provision or language in this contract to the contrary, CSU may terminate this contract whenever CSU determines in its sole discretion that such termination is in the best interests of CSU. 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 certified mail, return receipt requested, to the contractor address furnished to CSU 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 CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing duties under an agreement, whether completed or in

progress. All such documents, information, and materials shall become the property of CSU. In the event of such termination, the contractor shall be entitled to reasonable compensation as determined by CSU; however, no compensation for lost profits shall be allowed.

TERMS AND CONDITIONS RELATED TO REQUEST FOR PROPOSALS (RFP'S)

General Instructions to Proposers

- 62. Proposer must answer all the questions using the same outline and numbering scheme of the RFP, and supply all materials required for consideration. Failure of the proposer to answer all the questions and supply all materials requested may be grounds for rejection of the proposer's proposal.

Conditions

- 63. Any prospective contractor must be willing to adhere to the following conditions and must positively state them in the proposal:
- 64. CSU does not commit to specific volumes of activity, nor does it guarantee statistical information provided in this document. The information is supplied to the proposers for reference only.
- 65. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.