

 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	Please quote on the commodities or services listed below. All prices must be FOB Destination.
	This is NOT an order to ship.	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.

VENDOR NAME and ADDRESS and EMAIL:	BID NUMBER: 2013-ERB-0180
	BID DUE DATE: July 31, 2012 by 2:30 PM

RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	DATE ISSUED: July 2, 2012
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SIGNED (for agency) E.R. Boriss		PREPARED BY: E.R Boriss Associate Director – Administrative Services Phone: (203) 837-8758 Fax: (203) 837-8659	PURCHASING AUTHORITY: Public Acts 91-256/92-154 CGS 10a-151b
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Item	Description	Unit	Quantity	Price
1	<p>Western Connecticut State University is accepting sealed bids for proposals from experienced and qualified vendors to assist the University in conducting searches for interim senior officers and deans for a 2 year period. The qualified firms shall have the ability to access and draw candidates from a registry of former college and University Presidents and Senior executives to fill these interim needs.</p> <p>Questions should be directed via email only to Mark Case at casem@wcsu.edu (203-837-8657) prior to July 16, 2012.</p> <p>Responses will be posted via addendum at the Connecticut's Department of Administrative Service's Procurement/Contracting Portal, website www.das.state.ct.us.</p>			

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature _____ Date _____ contact email _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 45 days Company FEIN _____
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 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 , ADDRESS and EMAIL CONTACT:	BID NUMBER: 2013-ERB-0180
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Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810	PAGE 2
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Item	Description	Unit	Quantity	Unit Price	Extension
	Bidders are required to respond to the points listed in section III.B.1-4 regarding the fee structure				

Bid Parameters

Compliance with the attached terms and conditions is mandatory. The forms "Commission on Human Rights and Opportunities - Contract Compliance Regulations - Notifications to Bidders" and non discrimination form "B" must be completed and submitted with the proposal as well as the following forms:

Proposal Certification (Appendix III), Vendor Information per section IV and References (Appendix I) must be submitted with the proposal.

Vendors shall include (1) original and (1) copy of the proposal.

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 2013-ERB-0180** on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is **Tuesday July 31, 2012** in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 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 _____

Scope of Work – Search Firms – WCSU
Sealed Bid Number 2013-ERB-0180

I. Statement of Objectives and Goals of this Procurement

Western Connecticut State University (WCSU or University) desires to obtain proposals from experienced and qualified firms to assist the University in conducting searches for interim senior officers and deans. The qualified firms shall have the ability to access and draw candidates from a registry of former college and university presidents and senior executives to fill these interim needs.

The period of time covered by this RFP commences on or about October 1, 2012 and expires September 30, 2014. Any firm chosen must be willing to comply with the terms and conditions of the State of Connecticut and Western Connecticut State University and be willing to enter into a Personal Service Agreement with WCSU for these services.

Enclosed within this RFP please find the following:

- I. Pertinent information regarding Western Connecticut University.
- II. Specifications and requirements requested of the bidder.

II. Background

Western Connecticut State University is part of The Connecticut State Colleges and Universities (ConnSCU). ConnSCU, serving over 80,000 students, represents the largest public university system in the state and is governed by a (15) member Board of Regents.

Facts about Western Connecticut State University:

- **Location:** Western Connecticut State University is located in Danbury, Connecticut, 60 miles north of New York City and 50 miles west of Hartford. A branch campus is also located in Waterbury, Connecticut.
- **Size:** The 34-acre Midtown Campus is complemented by a rural 364-acre Westside Campus, which features a nature preserve, astronomical observatory and premiere athletic, convocation and performance facilities.
- **Enrollment:** Approximately 6600 full and part-time students.
- **Student-to-faculty ratio:** Approximately 16 to 1
- **Housing and Student Life:** Western houses more than 1,600 full-time undergraduate and graduate students. Some of the amenities include suites, apartments or traditional collegiate-style accommodations.
- **Campus Clubs:** Western has more than 60 academic and special interest organizations.
- **Athletics:** The men and women both belong to the National Collegiate Athletic Association (NCAA) Division III. The football program is a member of the New Jersey Athletic Conference. The 13 other intercollegiate athletic programs are members of the Little East Conference. In addition, the men's and women's programs hold membership in the Eastern College Athletic Conference (ECAC). The University belongs to conferences and associations appropriate to the specific athletic activity program.
- **Building for the Future:** The University continues its campus renovations with significant construction initiatives. WCSU's Master Plan summarizes the projects anticipated for each of the university's schools and departments. It sets forth goals and objectives, including estimated time required and assignment

of responsibility for each project's completion. For more information on WCSU's master plan, please visit the website <http://www.wcsu.edu/planning/plan.asp>.

- **Town/Region:** Part of the University's mission is to serve as a leading intellectual and cultural resource for the region and beyond. Honoring that mission is an important part of staying connected to the community Western serves. The University offers a variety of conferences, lectures, workshops and other enrichment and educational activities to the campus community and members of the greater Danbury community. Additionally, many of Western's faculty and staff serve the community in numerous ways, such as volunteering on local committees and boards.
- **Alumni:** The office for Alumni Relations at Western currently serves approximately 25,000 alumni and provides a wide variety of educational, athletic, arts and entertainment-related activities for alumni and their families.
- **General Information:** For additional information regarding Western Connecticut State University, please visit www.wcsu.edu.

Western Connecticut State University serves as an accessible, responsive and creative intellectual resource for the people and institutions of Connecticut. Western strives to meet the educational needs of a diversified student body through instruction, scholarship and public service. Western aspires to be a public university of choice for programs of excellence in the liberal arts and the professions by providing full-time and part-time students with the necessary background to be successful in their chosen career and be productive members of society. This is accomplished through:

- A strong liberal arts foundation
- Strong skills in communication, problem solving, and critical thinking
- Opportunities for experiential, cooperative and internship experiences
- A strong background in information technologies
- Interdisciplinary programs
- A strong sense of commitment to public service; and a personalized learning environment.

III. Scope of Project

A. Scope of Services

The successful search firm will be required to assist, and or perform the following tasks in association with the University Search Committees:

1. Refine and finalize the Statement of Characteristics and Qualification and Position Description in conjunction with WCSU.
2. Identify potential applicants for the interim positions who possess the characteristics and experience desired by the President and WCSU.
3. Develop and assume responsibility for all correspondence between the University and the candidates.
4. Submit a list and supporting materials for pre-screened candidate(s) who meet the University's established criteria for the positions. Any list submitted should be unranked.
5. Communicate on behalf of WCSU with any candidate(s) in the applicant pool who are no longer under consideration.
6. Assist WCSU as warranted in developing pertinent questions encompassing a full range of issues to ensure consistency through the formal interview process.
7. May perform requisite background checks.

B. Schedule of Fees

Bidders are required to respond to the following points regarding fees for services:

1. Submit a detailed summary of the professional service fee to be charged to complete the tasks described.
2. Submit a list of other anticipated fees and expenses to be charged in support of the request for services including travel, secretarial, duplicating, etc.
3. Describe the anticipated fee payment schedule including any up-front payments required.
4. Explain how to insure that all billing is applied to the correct university, and costs and expenses are correctly charged to the correct job search.

C. Schedule of Services:

Bidders are expected to initiate searches when they are directed to do so by the authorized WCSU staff.

Bid is to cover the period from the date of award through September 30, 2014. WCSU does not guarantee a number of searches or a dollar level of activity and will utilize these services on an as needed basis only.

IV. Vendor Information

A. Vendor Overview

1. Provide a description and brief of history of the firm, including the names and biographies of the principals of the firm.
2. Describe your experience with higher education and specifically with cabinet level positions.
3. Describe your experience and success with providing diverse candidate pools.
4. Include a description of the approach that the firm will take in executing the search including whether or not a team or individual will be assigned to the project.
5. Include the names and biographies of all of the individuals or members of a team that will be assigned to the project.
6. Provide reference information, including the contact name, address and phone number(s) for five of your most recent higher education presidential or chief executive officer searches. Also, provide a listing of all active higher education senior officer searches in which you are currently engaged.
7. Detail your company's affiliation with a registry of former college University Presidents and senior executives.

Note: Firms must submit required information in order to have their proposal considered by WCSU.

B. Vendor Presentation

Selected firms submitting a complete proposal may be invited to make a presentation regarding its proposal. Presentations shall be made at WCSU and shall be attended by all individuals of the firm who will be assigned to the project. Presentation parameters shall be established by WCSU. The successful firm will enter into a Personal Services Agreement (PSA) with WCSU that will incorporate this RFP and the vendor's proposal.

V. Proposal Submission Requirements

Pricing Structure for the Proposal

1. Provide a price quote for a one-time contract.
2. Provide a schedule of fees and a description of how incidental costs will be charged to the university.
3. Provide a schedule of fees, which could be used, for billing services provided, which are above and beyond those proposed in response to above.
4. This pricing must be firm for the term of this engagement. Your fee proposal shall be based, but not necessarily limited to all items within the scope of project within section III.
5. Describe potential discounts for multiple search engagements.

Proposal Documentation

1. Proposal Certification (Appendix III)
2. List of References (Appendix I)
3. Contractor Qualifications
4. Current Client List
5. Certified Financial Statement
6. Commission on Human Rights and Opportunities Contract Compliance Regulations (Notification to Bidders)
7. Form 1 – “Gift and Campaign Contribution Certification”
8. Form 5 – “Consulting Agreement Affidavits”
9. Non-Discrimination Certification
10. Identification if the proposer is a division or a subdivision of a larger corporation.

Addendum and Questions

If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of a written addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. WCSU shall not be responsible for *oral* interpretations. All addenda shall be mailed or delivered to all that are known to have received the RFP and posted on the WCSU Website and the State of Connecticut, Department of Administrative Services Purchasing Portal. No addenda shall be issued later than three days prior to the date established for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or canceling the RFP.

Any questions regarding this Request for Proposal should be directed to Mark Case, Director of Administrative Services, Western Connecticut State University, phone number (203) 837-8657 and e-mail: casem@wcsu.edu. In order to be considered, questions must be received, via e-mail only no later than July 16, 2012.

One (1) original and one (1) copy of proposal shall be submitted prior to July 31, 2012 at 2:30PM local time. Sealed proposals and bids should be sent to the attention of:

Esther Boriss – Associate Director of Administrative Services

Western Connecticut State University
181 White St.
Danbury, CT 06810
(203)837-8657

WCSU may require respondents to make a formal presentation of their response (i.e. interview of the firm(s)). Late, faxed, unsealed, or electronic forms of proposals are not acceptable and will be rejected by WCSU.

WCSU is not responsible for any delays by the U.S. mail or any expedited carrier. It is expressly the responsibility of the bidder to insure that the bid package arrives prior to the bid opening date and time. WCSU cannot accept late bids delayed by weather conditions.

Note: Should the University be unexpectedly closed at the scheduled bid due date and time, 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 closing line, phone 203-837-9377.

VI. General Instructions to Vendors

Vendors who are furnished a copy of this RFP are requested to submit a receipt of acknowledgement as soon as possible, to ensure timely receipt of potential corrections or cancellations. Those not intending to make a proposal are asked to submit a negative reply.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The vendor's name and address must appear on the envelope.

All quotations shall be submitted on a guaranteed cost basis.

Vendor must answer all the questions and supply all materials required to be considered for award.

Any proposal submitted must include termination procedures, if either the contractor or WCSU determine that termination becomes necessary for reasons including but not limited to failure to perform.

The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in prices.

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and number of the person to contact for the purpose of clarifying the contract.

WCSU requires that all bidders disclose any debarment or litigation in any state involving any of the services performed by your firm that are required within this RFP. Any disclosure will be considered in the evaluation process, but a non-disclosure will result in the rejection of your bid.

WCSU requires that bidders meet the requirements of the RFP. Bids must be complete with all required forms filled out, signed and notarized when required.

VII. Conditions

Any prospective contractor must be willing to adhere to the following conditions and must positively state them in the proposal:

1. The State reserves the right to accept or reject any or all proposals or parts thereof submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (Re: Freedom of Information).
4. Any services, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be sole property of the State of Connecticut unless stated otherwise in the RFP or contract.
5. All data collected by the contractor shall remain the sole property of WCSU, Contractor is specifically barred from retaining and/or sharing any information obtained from this project, and acknowledges such in the proposal.
6. Any proposal must be valid for a period of 120 days from the due date.
7. Any alleged oral agreement or arrangement made by a firm with WCSU or any employee will be superseded by the written agreement.
8. WCSU reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of WCSU
9. WCSU reserves the right to reject the proposal of any firm which is in default of any prior contract or for misrepresentation.
10. WCSU reserves the right to correct inaccurate awards resulting from its clerical errors.
11. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
12. A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
13. WCSU reserves the right to negotiate with any firm or firms, prior to award of this RFP as it deems in its best interest. Such negotiations will be a part of the final contract awarded under this RFP. WCSU also reserves the right to ask for additional clarification when it deems it necessary. The bidder is responsible for any cost incurred by any request for clarification.
14. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of WCSU participated directly or indirectly in the vendor's proposal preparation.
15. Vendor shall bear all costs associated with Vendor's response to this request for proposal including the costs of any presentations and/or demonstrations (if any).
16. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract, which is subject to 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 Section 46a-681 to 46a-68-17 of the Connecticut General Statutes, inclusive;

c. The bidder's promise to develop and implement a successful Affirmative Action Plan;

d. The bidder's submission of EE0-1 data indicating that the composition of its work force is at or nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and

e. The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.

17. The State reserves the right to award in part, to reject any and all Proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served. WCSU may make multiple vendor awards under this RFP.

VIII. Evaluation of Proposals

Each proposal will be evaluated by a screening committee against the following criteria, to determine which vendor is most capable of implementing WCSU's requirements.

- Strength and relevance of experiences outlined in the proposal, including any supporting material presented by the firm or individual.
- Vendor understands of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort.
- Competitiveness of proposed cost and demonstrated satisfaction of clients.
- Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO).
- A presentation may be requested.

IX. Contract Award

The successful firm will enter into a Personal Services Agreement (PSA) with the University that will incorporate the terms of this RFP and the vendor's proposal. The awarded contractor(s) will be expected to comply with all State of Connecticut Terms and Conditions and public statutes.

Appendix I. References
RFP 2013-ERB-0180

Proposals should include five institutions, of similar or the same size, where your organization provides Search Firm services similar to the size and scope of the operation at 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:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

Appendix II. Instructions to Proposers
RFP2013-ERB-0180

- 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 must be in a sealed envelope and should be marked:

Name of Proposer:
Title of Proposal: Search Firm Services
RFP Number: 2013-ERB-0180
Proposal Due Date: July 31, 2012 at 2:30PM

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and two (2) copies.
- 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. All 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 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 Contractor with any agency or employee will be superseded by the written agreement.
- K. WCSU reserves the right to correct inaccurate awards resulting from clerical errors.

- L. 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.
- M. 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
181 White St.
Danbury, CT 06810
Phone: (203)837-8657
Fax: (203)837-8659
Email: casem@wcsu.edu

Appendix III. Proposal Certification
RFP2013-ERB-0180

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

Request for Proposal number 2013-ERB-0180

Description: Search Firm Services

I certify that:

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

(firm)

(phone no.)

(address)

(fax no.)

(address)

(federal ID number)

(signature)

(date)

(title)



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Date

Printed Name

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.

2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-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 ___</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes ___ No ___</p>
<p>Other Locations in Ct. (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___</p>	<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.? Yes ___ No ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity policy? Yes ___ No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___</p>	<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? Yes ___ No ___ NA ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___</p>	<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? Yes ___ No ___ NA ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____</p>

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)

PART V - Bidder Hiring and Recruitment Practices

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

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

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

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFQ

III. CONTRACT AWARD

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C and 14.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.

10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

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

C. Bonds

Not applicable to this RFQ.

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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