

 <p>WESTERN CONNECTICUT STATE UNIVERSITY</p>	<p align="center">REQUEST FOR PROPOSAL</p>	<p>Please quote on the commodities or services listed below. All prices must be FOB Destination.</p> <p>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.</p>	
<p>VENDOR NAME and ADDRESS:</p>		<p>BID NUMBER: 2014-ERB-0220</p>	
<p>RETURN TO: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810</p>		<p>BID DUE DATE: October 30, 2013 at 2:30 PM</p>	
<p>SIGNED (for agency) E.R. Boriss</p>	<p>PREPARED BY: E.R Boriss Associate Director – Administrative Services Phone: (203) 837-8758 Fax: (203) 837-8659</p>	<p>PURCHASING AUTHORITY: Public Acts 91-256/92- 154 CGS 10a-151b</p>	
	<p align="center">Description</p> <p>Western Connecticut State University is seeking bid proposals for a custom-built recording studio mixing console, as part of the recording studio's audio and video system in the university's new Visual and Performing Arts Instructional Center. This is an equipment-only bid package; integration of this console into the studio shall be executed under a separate contract.</p> <p>General description: The Mixing Console shall include a minimum of forty-eight (48) input channels, a master Digital Audio Workstation (DAW), 5.1 Surround support, and analog circuitry with DC coupled electronics. Approved equipment manufacturers are: API Audio (www.apiaudio.com); AMS Neve (www.ams-neve.com); Solid State Logic (www.solidstatelogic.com). Please note: the basis of design is the Solid State Logic Duality SE.</p> <p>Any questions or discrepancies should be submitted in writing no later than October 18, 2013 by 4:00 p.m., to the WCSU's Administrative Services/Purchasing Office, located on the lower level of University Hall, WCSU, 181 White Street, Danbury, CT 06810; Attn: Esther Boriss; borisse@wcsu.edu or fax no. 203-837-8659. Responses to any and all inquiries shall be issued via addenda, no later than 4:00 p.m on October 23, 2013. <u>Any and all addenda shall be posted on the DAS contracting portal.</u></p> <p>Sealed bids should be submitted to Ms. Esther Boriss, Associate Director, Administrative Services/Purchasing, University Hall, Lower Level, Western Connecticut State University, 181 White Street, Danbury, CT 06810. Bids should be submitted <u>on or before October 30, 2013 by 2:30 p.m.</u> Bids received after that time will not be accepted. Interested parties are invited to attend. Bidders should submit bids in a sealed envelope with words, "Sealed Bid No. 2014-ERB-0220," and the due date.</p>		

<p style="text-align: center;">TO BE COMPLETED BY BIDDER</p>	<p>Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 45 days Company FEIN _____</p>		
 WESTERN CONNECTICUT STATE UNIVERSITY	REQUEST FOR PROPOSAL	<p>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.</p>	
	This is NOT an order to ship.		
VENDOR NAME Address and Email address: Contact person: _____		BID NUMBER: 2014-ERB-0220	
Return to: Western Connecticut State University Purchasing Department 181 White Street Danbury, CT 06810		PAGE 2	
<p>Bids are to be based on the work called for on the sketches and specifications for the subject project, as well as any addenda issued during the bid process. Bids showing informalities, qualifications or conditions may be rejected at the option of the University. Each bidder <u>must</u> note receipt of any Addenda or bulletins when submitting a bid. All bidders shall verify dimensions and conditions at the site and be responsible for satisfying himself as to all requirements of the contract.</p> <p>Bids must be held for a period of 90 calendar days following the date of the bid opening. Following 90 calendar days, if attempted negotiations with the lowest bidder fail to result in a contract, the University reserves the right to re-bid the project.</p> <p>Review of bid submissions and award of bid shall be within two weeks of the bid submission deadline. Within thirty (30) days of contract award, detailed shop drawings must be submitted and approved prior to fabrication. Completion and delivery of the custom-built console shall be within sixteen weeks of issuance of contract?</p> <p>The University reserves the right to waive any technical defects in the bids, to reject any bids that do not conform to the terms described herein, and to accept or reject any part of any bid, and to reject all bids and, again, invite bids.</p>			

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”

Gift and Campaign Contribution Certification and Consulting Agreement Affidavit and Iran Certification form 7 and nondiscrimination form “C, D or E” and Affirmation of Receipt of state Ethics laws summary (if required) must be completed and submitted with the proposal as well as the following forms:

Bid Pricing form, Contractor Bidders Qualification Statement, Current Client List as specified in section 3.1.2 and References (Appendix I) must be submitted with the proposal.

Vendors shall include **(1) original and (2) copies** of the proposal.

Compliance with Western Connecticut State University Bid Submission forms located in the specification package must be completed and submitted with 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 2014-ERB-0220 on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is October 30, 2013 by 2:30pm 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 _____

**WESTERN CONNECTICUT STATE UNIVERSITY
ITEMIZED BID FORM**

BIDDER: _____

_____ Address Telephone No.

BID PROPOSAL FOR:

CUSTOM BUILT RECORDING STUDIO MIXING CONSOLE
BID NO. 2014-ERB-0220

ADDRESSED TO:

Ms. Esther Boriss
Associate Director, Administrative Services/Purchasing
Western Connecticut State University; 181 White Street; Danbury, CT 06810

In preparing this Bid, we have carefully examined the Bidding Documents for this Work.

The Bidding Documents referred to include Drawings and Specifications prepared by Western Connecticut State University and bidding package entitled "Custom Built Recording Studio Mixing Console."

We acknowledge receiving the following Addenda issued by the Architect:

No. 1 dated _____ No. 2 dated _____ No. 3 dated _____

1. BASE BID

We propose to build, provide and deliver a custom-built recording studio mixing console, as per the specifications in the bidding documents for the Base Bid Sum of:

_____ Dollars \$ _____

2. ADDITIONAL PRICING :

A. One-Year Parts and Labor Extended Service Warranty from Termination of Original Warranty Period:

_____ Dollars \$ _____

B. Five-Year Parts and Labor Extended Service Warranty from Termination of Original Warranty Period:

_____ Dollars \$ _____

BID ACCEPTANCE:

We agree that this proposal shall not be withdrawn for a period of ninety calendar days after date of submittal. We understand that Owner reserves the right to accept any Bid, reject any or all Bids, and to waive any informality in the Bidding.

Firm Name: _____

Address: _____

By: _____ **Title:** _____
(Name Typed)

Signature: _____ **Date:** _____

The Bidder is a/an (individual) (partnership) (corporation). Names and titles of other officers or partners are:

(For corporation, give State of incorporation and affix corporate seal.)



Bid # 2014-ERB-0220
Custom Built Recording Studio Mixing Console

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 from experienced and qualified vendors to furnish a custom-built recording studio mixing console, as part of the recording studio's audio and video system in the university's new Visual and Performing Arts Instructional Center. This is an **equipment-only bid package**; integration of this console into the studio shall be executed under a separate contract.

1.2 Authority

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

1.3 RFP Organization

This RFP is organized into the following sections:

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

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

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

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

Section 00030, Bidders Qualification Statement

Section 274100: Audio and Video Systems Technical specifications and drawings AV-1 and AV 2

1.4 Inquiries

Any questions or discrepancies should be submitted in writing by 4:00pm Friday October 18, 2013 to WCSU's Administrative Services/Purchasing Office, located on the lower level of University Hall, WCSU, 181 White Street, Danbury, CT 06810; Attn: Esther Boriss; borisse@wcsu.edu or fax no. 203-837-8659. Responses to any and all inquiries shall be issued via addenda, no later than 4:00 p.m., October 23, 2013. Any and all addenda shall be posted on the DAS contracting portal.

1.5 Submission of Proposals

Contractors shall submit a clearly marked original plus two (2) copies of the proposal. Proposals shall be received by the WCSU Purchasing Department no later than October 30, 2013 at 2:30PM. At that time, a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

Esther Boriss
Associate Director of Administrative Services
Western Connecticut State University
181 White St.
Danbury, CT 06810

The outside cover of the package containing the proposal shall be marked: "RFP – **Custom Built Recording Studio Mixing Console bid # 2014ERB0220** to allow for proper identification.

Note: Should the University be unexpectedly closed at the scheduled bid due date and time (i.e.; inclement weather closing), the bid due date shall default to 2:30PM on the next business day the University is open (a business day defined as Monday-Friday inclusive and not including Saturday or Sunday). Closing information can be obtained via the 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 Bidders in preparing or submitting a proposal or presentation shall be the Bidder'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 Bidder shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.

- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Bidder is debarred or suspended.
- The Bidder is in default of any prior contract or for misrepresentation.

1.8 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 within the contracting portal of the State of Connecticut's Department of Administrative Services website www.biznet.ct.gov. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.9 Rights Reserved

WCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of WCSU will be served. Should WCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document shall be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

1.10 Final Contract

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

1.11 Inspection of Proposals and Confidential Information

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

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

1.12 Contract Invalidation

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

1.13 Term of the Contract

The awarded vendor should be able to initiate fabrication as soon as possible upon approval of WCSU. The initial term of the contract shall be from issuance of a WCSU Purchase Order through fabrication, and acceptance by WCSU.

1.14 Fees

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

1.15 RFP Terms and Conditions

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

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.

Section 2. Scope of Work

2.0 General Background of WCSU

Western Connecticut State University (WCSU), a school within the Connecticut State University (CSU) System, is a four year university located on (2) campuses in Danbury, CT and (1) campus in Waterbury, CT. The CSU System consists of four comprehensive universities and a System Office, located in the following areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury. The System Office is located on Woodland St. in Hartford.

WCSU has an enrollment of approximately 6025 students, of which 4465 are full time and 1560 are part time. Additionally, of the 6025 student population, 5492 are undergraduate student and 533 are graduate students. At WCSU, approximately 1600 students live in campus residence halls. WCSU currently employs approximately 625 full and 376 part-time individuals.

For more information concerning Western Connecticut State University, please visit the University's website at www.wcsu.edu.

2.1 Scope

Western Connecticut State University is seeking bid proposals for a custom-built recording studio mixing console, as part of the recording studio's audio and video system in the university's new Visual and Performing Arts Instructional Center. This is an **equipment-only** bid package; integration of this console into the studio shall be executed under a separate contract.

General description: The Mixing Console shall include a minimum of forty-eight (48) input channels, a master Digital Audio Workstation (DAW), 5.1 Surround support, and analog circuitry with DC coupled electronics. Approved equipment manufacturers are: API Audio (www.apiaudio.com); AMS Neve (www.ams-neve.com); Solid State Logic (www.solidstatellogic.com). Please note: the basis of design is the Solid State Logic Duality SE.

Review of bid submissions and award of bid shall be within two weeks of the bid submission deadline. Within thirty (30) days of contract award, detailed shop drawings must be submitted and approved prior to fabrication. Completion and delivery of the custom-built console shall be within sixteen weeks of issuance of contract.

2.2 General Specifications

- Per section 274100 Audio and Video systems (16 pages)
- Per attached drawings

Bids are to be based on the work called for on the sketches and specifications for the subject project, as well as any addenda issued during the bid process. Bids showing informalities, qualifications or conditions may be rejected at the option of the University. Each bidder must note receipt of any Addenda or bulletins when submitting a bid. All bidders shall verify dimensions and conditions at the site and be responsible for satisfying himself as to all requirements of the contract.

Proposal shall include all necessary hardware, software and equipment components for a complete recording studio mixing console as specified. Guarantee all equipment and components for an eighteen (18) months warranty period from date of acceptance. The contractor must include all warranty information with the bid submittal.

2.3 Services Required – Materials, Equipment and Storage

The University is interested in establishing a contract with a firm who will provide, at a minimum, the following services:

- Provide all necessary equipment, tools and supplies for a complete custom built recording studio mixing console as specified by the University.
- Provide onsite training to University faculty as part of the system commissioning
- Provide “single source” turnkey custom built recording studio mixing console

Vendor MUST be an approved equipment manufacturers: API Audio (www.apiaudio.com); AMS Neve (www.ams-neve.com); Solid State Logic (www.solidstatellogic.com).

Unless otherwise noted, the Contractor shall furnish, at its own expense, all supplies, equipment and materials, necessary to properly perform the required work and meet the requirements of the contract.

2.4 Contractor’s Default/Termination of Contract

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

2.5 Contractor’s Qualifications

- A. Contractor’s Qualifications – As a necessary prerequisite for bidding on this contract, Contractor must:
1. Have been in business as a corporation, partnership, or sole partnership continuously for at least the last five (5) years, engaged in the Audio and Video Recording mixing business.
 2. Show or be able to demonstrate to the satisfaction of the Agency that they possess the ability and capacity to successfully perform the obligations of this contract through evidence of satisfactory performance in similar type building and applications for at least five (5) years.
 3. Submit to the Agency as a part of the bid proposal list of three current business references, including address of the company, name and telephone number of a contact person, and a length of time that services were performed for each company.

4. Not have been cited for two or more violations of State Labor Regulation or of any willful or serious violations of any OSHA standards, orders, or regulations promulgated pursuant to such ACT, during the three-year period preceding the bid.

5. Not have received one or more criminal convictions related to the injury or death of any employee in the three-year period preceding the bid.

2.6 Subletting, Assigning, or Subcontracting the Contract

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

2.7 Building Damage

The Contractor shall make prompt restitution to the Agency in the form of cash replacement or repairs (subject to the Agency's approval) in settlement of any damage to agency or tenant owned property caused by the Contractor's employees.

2.8 Contract Cancellation

The Agency reserves the right to cancel the contract for any reason beneficial to the Agency upon thirty (30) days written notice to the Contractor.

2.9 Payment

All payments made by the State Connecticut to the Contractor will be after service has been performed. Payment terms of the contract will be next 45 days.

Section 3. Proposal Requirements

3.1 Response Requirements

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

3.1.2 Specific Proposal Requirements:

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

- Bid Form- Pricing sheet
- Contractor Statement of Qualifications
- Current Client List identifying a minimum of three (3) organizations participating in your program
- Commission on Human Rights and Opportunities Contract Compliance Regulations (Notification to Bidders)
- Non-Discrimination Certification – C, D or E
- Gift and Campaign Contribution Certification
- Consulting Agreement Affidavit
- OPM Iran Certification Form 7 (for bids greater than 500,000)
- Affirmation of state ethics laws summary (for bids greater than 500,000)
- Identification if the proposer is a division or a subdivision of a larger corporation as warranted

3.2 Performance Specifications

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

Provide a brief history of your firm and its experience in fabrication and/or installation of custom built recording studio mixing consoles. Include description of current client base, name(s) of owner(s) and/or principal officer(s) and date of incorporation. Provide project number, description, project value, completion date.

A. Describe how your firm proposes to meet the objectives and scope of work. Proposal should include a narrative that addresses the Scope of the Project and demonstrates your understanding of WCSU's service needs and requirements.

B. The bidder must currently own the specified business and must have owned and operated the business a minimum of five (5) years. Please provide ownership and length of operation information in bid response.

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

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

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

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

- G. Supplementary information may be requested by the University to assure that the bidder's competence, business organization, and financial resources are adequate to successfully perform the specified service.
- H. Provide your company's general qualifications and experience as they relate to the following:
- Stated compliance with State of Connecticut contracting statutes and regulations.
 - History of contracts (if any) entered into with the State of Connecticut over a three (3) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
 - History of any violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

Section 4. Bid Evaluation Criteria

4.1 Evaluation

The award of an Agreement will be based upon a comprehensive review and analysis of all proposals and negotiation of the proposal which best meets the needs

Supplemental Information: As part of the review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

Presentations: The University reserves the right to request formal presentations from all or a "short list" of the respondents. Presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of the solution being offered, and questions and answers.

Appendix I. References

Proposals should include three institutions, of similar or the same size, where your organization provides services similar to the size and scope of the operation at 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:	_____		

GENERAL CONTRACTOR
BIDDERS QUALIFICATION STATEMENT

PROJECT **Western Connecticut State University**
NAME/NO.: **Custom Built Recording Studio Mixing Console**
WCSU Bid No. 2014-ERB-0220

All bidders are required to file this form, properly completed, WITH THEIR PROPOSAL. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name: _____

2. How many years has this organization been in business under its present business name?

Years: _____

3. How many years has this organization been in business as a General Contractor?

Years: _____

4. If this organization has not always been a General Contractor, list the trade(s) that your firm customarily performed prior to the time that you became a General Contractor:

4.1 _____

4.2 _____

4.3 _____

5. Indicate all other names by which this organization has been known and the length of time known by each name:

5.1 _____

5.2 _____

5.3 _____

6. This firm is a:

- Corporation
 - Partnership
 - Sole Proprietorship
 - Joint Venture
 - Other
-

7. Attach resumes of all supervisory personnel, such as Principals, Project Managers, and Superintendents, who will be directly involved with project on which you are now a bidder. Indicate the number of years of construction experience and number of years of which they were in a Supervisory capacity.

8. List all sub-trades which your firm customarily performs with own employees.

- 8.1 _____
- 8.2 _____
- 8.3 _____
- 8.4 _____
- 8.5 _____

9. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings, (attach separate sheets as necessary):

11 All Construction Projects your organization has completed in the past five years or the twenty projects most recently completed (attach separate sheets using the following format as necessary):

11.1 Specific Title & Location: _____

11.2 Contract Amount: _____

11.3 Description of your scope of work performed . _____

11.4 Owner: _____

11.5 Designer: _____

11.6 Start Date: _____

11.7 Finish Date: _____

*11.8 Any Complaint on Quality or Management _____

11.9 Owners Representative: _____ (Name) _____ Telephone Number

***Please Attach A Separate Sheet Explaining Any Negative Entry In This Row.**

12. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

13. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private construction contracts. (Exclude OSHA violations which are called for elsewhere in this statement).

13.1 Attached:

13.2 N/A:

14. List all willful or serious violations of any Occupational Safety and Health Act (OSHA) or of any standard, order or regulation promulgated pursuant to such act, during the three year period preceding the bid, provided such violations were cited in accordance with the provisions of any State Occupational Safety and Health Act or Occupational Safety and Health Act of 1970. Indicate whether these were abated within the time fixed by the citation or whether the citation was appealed. If appealed what is the status or disposition.

14.1

14.2

15. Has your organization had any criminal convictions related to the injury or death of any employee in the three year period preceding the bid. Please list any such convictions below.

15.1

15.2

15.3

**SECTION 00030
GENERAL CONTRACTOR
BIDDERS QUALIFICATION STATEMENT
PAGE 6 OF 6**

Dated at _____

Signed this _____ day of _____ 19 _____

Name of Organization: _____

Signature _____

(Print Name) _____

Title _____

Notary Statement:

Mr./Mrs./Ms. _____ being duly sworn
deposes and says that he/she is the _____ of
(Position or Title)
_____, and that the answers to the foregoing
(Firm Name)

questions and all statements therein contained are true and correct.

Subscribed and sworn before me this _____ day of _____ 19 _____

Notary Public _____

My Commission Expires _____ 19 _____

END OF SECTION

PART ONE - GENERAL

1.01 RELATED DOCUMENTS

- A. Drawings and general provisions of Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to the work specified in this Section.
- B. Coordinate work of this Section with work of other Sections as required to properly execute the Work and as necessary to maintain satisfactory progress of the work of other Sections.

1.02 SCOPE OF SPECIFICATION

- A. The following terms are defined for this specification section:
 - 1. "Systems" are the audio and video systems.
 - 2. "Designer" or "Systems Designer" is the designer of the audio and video systems.
 - 3. "Contractor" or "Systems Contractor" is the specialty contractor/manufacturer responsible for the provision of equipment described in this Section.
- B. This specification covers all Systems as described below for the project. The objective is to provide a mixing console for integration by a separate Studio Equipment Integrator.
- C. The written specification and large format drawings AV-1 through AV-2 shall be collectively referred to herein as the Contract documents. System features which are mentioned in one part may not be shown in the others. In case of conflict between the written specification and the drawings, Contractor must seek clarification from the Systems Designer. In the event that the Contractor fails to obtain such clarification, the interpretation of the Systems Designer will prevail.

1.03 CONTRACTOR RESPONSIBILITY

- A. Specification drawings are detailed only to the extent necessary to show design intent and signal flow. It is understood and agreed by the Contractor that the work herein described shall be complete in every detail to supply a complete working system.
- B. Equipment not mentioned herein nor shown on drawings but necessary to meet this requirement shall be provided without claim for additional payment.

1.04 SUMMARY DESCRIPTION

- A. The following Systems are included in the specification:
 - 1. Recording Studio Audio & Video System
 - a. Mixing Console/DAW Controller. This is an equipment-only package. Equipment provided in this scope of work shall be integrated into the existing studio under a separate contract.

1.05 SCOPE OF WORK

- A. Furnish all materials, labor and any engineering services to provide complete and professionally installed Systems in working order as described herein. Labor furnished shall be specialized and experienced in recording studio console construction and troubleshooting.
- B. Furnish all wire and cable as required to integrate console and patchbay elements.

- C. Furnish any additional items, not specifically mentioned herein, to meet system requirements as specified, without claim for additional payment. Such items may include hardware, transformers, line/distribution amplifiers and other devices for proper installation, interface, isolation or gain structure.
- D. Furnish shop drawings and receive approval, prior to fabrication and installation.
- E. Perform initial adjustments and verification tests. Submit verification test report.
- F. Participate in acceptance tests and perform final adjustments.
- G. Participate in user training.
- H. Provide system documentation including copies of all relevant drawings and equipment manuals.
- I. Provide maintenance services for the specified period from the date of acceptance.
- J. Guarantee all equipment and components for the specified period from the date of acceptance.
- K. Requirements and materials that apply to the work of others related to the Systems are listed to define and establish Systems requirements.
- L. Work scope does not include the AC power system.
- M. Coordination with the Base Building AV Contractor is required to assure correct Systems conduit routing, Systems backbox locations, and clean power circuit locations as specified in Division 26 - Electrical.
- N. See Work Scope Summary Table at the end of Part One (Paragraph 1.13).

1.06 SUBMITTALS

- A. Pre-Bid Submittals
 - 1. All Contractors submitting bids for the Systems specified herein must be qualified by the Systems Designer.
 - 2. Not later than ten (10) days prior to the bid date, Contractor shall submit to the Systems Designer for approval, brochures containing a statement of the Contractor's qualifications. At minimum, this submittal shall include the following:
 - a. A list of Systems of comparable size and scope to that described herein, completed by the Contractor in the last five (5) years. Indicate the project name and address, year of completion, and the name and phone number of a person to contact who is a representative of the Owner or User.
 - b. A personal resume of formal education and experience of the staff member who would act as Leader for the Project
 - c. A description of the Contractor's capabilities and facilities for rack assembly, shop fabrication, repair, and servicing of Systems
 - d. A description of the Contractor's capabilities and facilities for generating CAD (or other high quality graphics) documentation for the Shop Drawings and As-Built Drawings
- B. Bid Submittals:

1. Contractors shall examine all drawings and read all divisions of this specification in order to avoid omissions and duplications and to ensure a complete job. No allowances shall be made for failure to read and understand these documents. Discrepancies between drawings and specifications or obvious omissions shall be referred to the Systems Designer for clarification before the bid date. Where discrepancies occur and pre-bid instructions have not been obtained, the contractor agrees to abide by the Systems Designer's decision.
 2. Bid proposals shall include all work and all equipment as specified, as well as any other equipment and materials to be used in assembling the system.
 3. Requests for clarification of specification intent shall be made, in writing, not later than ten (10) days prior to bid date.
 4. No portion of the work herein may be assigned or sub-contracted to others unless the following requirements have been satisfied:
 - a. The names of any proposed sub-contractors shall have been disclosed in the bid proposal.
 - b. A statement of qualifications for each sub-contractor shall have been included with the bid proposal.
 - c. All terms of this contract, including bidding and qualification requirements, shall apply to the sub-contractor.
 5. The bid submittals shall include the following:
 - a. The total Contract price
 - b. An itemized list of all equipment and materials to be used in assembling the system
 - c. Unit pricing for all items on the specified equipment list
 - d. Lot pricing for miscellaneous items not on the specified equipment list
- C. Shop Drawing Submittals:
1. Within thirty (30) days after contract award, submit digital PDF copies of detailed shop drawings to the Architect for approval. All shop drawings shall be marked with the related drawing number when submitted. Do not begin installation or fabrication without the approval of the Architect and Systems Designer.
 2. Review of shop drawings shall not constitute final approval of system function. Said review does not in any way relieve the Contractor from the responsibility of furnishing material or performing work as required by the Contract documents.
 3. Failure of the Contractor to submit shop drawings in ample time for evaluation shall not entitle the Contractor to an extension of contract time, and no claim for extension by reason of such default will be allowed.
 4. At minimum, the Shop Drawings shall include neatly bound copies of the following:
 - a. Table of Contents
 - b. Itemized list of all equipment and materials to be used in assembling the system
 - c. Catalog cut sheets or data sheets for each listed item
 - d. A complete list of all wire run numbers along with the termination location of each end of each wire run
 - e. Full size drawings illustrating the physical layout and labeling of patch bays

- f. Mechanical drawings of all assemblies, major sub-assemblies, racks, cabinets and enclosures
 5. The above listed drawings shall be produced on AutoCAD or similar computer graphics program. Scans or photocopies of the Systems Designer's specification drawings are not acceptable.
 6. The use of electronic files from other sources (e.g., architectural backgrounds, Systems Designer's drawings, vendor-supplied panel drawings) will not absolve the Contractor of responsibility for ensuring that the Shop Drawings represent a completely engineered, coordinated solution. The Contractor has final responsibility for providing systems which conform to all requirements of this specification.
- D. Substitutions:
1. Subsequent to Contract award, substitutions may be permitted, but only with the express written permission of the Systems Designer, Architect and Owner. The proposed substitutes must be equivalent to the specified products in quality, performance, construction, function and conformance to system objectives. This substitution clause shall provide the owner with the latest in technology at the time of purchase as well as allowing the ability to substitute equipment that has gone out of production.
 2. It is the responsibility of the Contractor to prove, to the satisfaction of the Systems Designer, that the proposed substitution is equal to the specified product, as demonstrated by submission of the following:
 - a. List of advantages to the Owner
 - b. Cost savings
 - c. Printed specifications or laboratory test data
 - d. Previous field experience
 3. The Contractor shall list the unit price of each item proposed for substitution and indicate which specified items are to be deleted.
 4. If the Systems Designer determines that the proposed product is not equal to the specified project, the Contractor shall supply the product specified in the Contract documents.
 5. Where substitute materials or methods are approved, the Contractor shall make all adjustments to contingent work necessary to accommodate the substituted equipment, without claim for additional payment.
 6. In the event that one or more of the products specified herein is unavailable, the Contractor shall make recommendations to the Systems Designer as to what substitutions are available to meet the intent of the specification.
 7. The Systems Designer reserves the right to substitute new products which become available subsequent to the issuance of the Contract Documents, provided that:
 - a. The Contractor has not yet purchased the originally specified equipment.
 - b. The substitute equipment shall not materially increase the Contractor's costs.
- E. Samples:
1. Submit samples of substitute equipment to the Systems Designer as required to prove equivalency to items specified.

2. Submit samples of custom work, finishes or other materials as required by the Architect or Systems Designer to verify appearance and quality.
 3. Costs for shipping samples shall be the responsibility of the Contractor.
- F. Written Guarantee (See Paragraph 1.09)
- G. Verification Test Report (See Paragraph 3.13)
- H. System Documentation and Operation Manuals (See Paragraph 3.15)

1.07 JOB CONDITIONS

- A. Keep the job adequately staffed at all times. Unless illness, loss of personnel or other circumstances beyond the control of the Contractor intervene, keep the same individual in charge throughout.
- B. Cooperate with all appropriate parties in order to achieve well coordinated progress with the overall construction completion schedule and satisfactory final results.
- C. Watch for conflicts with work of other contractors on the job and execute, without claim for extra payment, moderate moves or changes as are necessary to accommodate other equipment or to preserve acoustic performance, symmetry, and pleasing appearance.
- D. Immediately report to the Architect and Systems Designer, any design or installation irregularities, particularly architectural elements that interfere with the intended coverage angles of loudspeakers, so that appropriate action may be taken.
- E. Do all cutting, patching and painting for proper and finished installation of the system and repair any damage done as a result of such installation. Clean up and dispose of trash from all Systems work areas.

1.08 QUALITY ASSURANCE

- A. Parts listed shall be complete, type numbers accurate and equipment furnished shall conform to manufacturer's specifications.
- B. All materials shall be new and shall conform to applicable provisions of Underwriters Laboratories and the American Standards Association.
- C. Procure and pay for all permits, licenses and inspections and observe any requirements stipulated therein. Conform in all trades with all local regulations and codes.
- D. Comply with federal, state and local labor regulations and applicable union regulations.
- E. Installation shall conform to latest federal, state and local electrical and safety codes or those of other authorities having jurisdiction. Where conflicts exist, most stringent code or regulation shall apply.

1.09 GUARANTEE AND SERVICE

- A. See section 017830.

1.10 INSURANCE

- A. All equipment and materials shall be fully insured against loss or damage up until acceptance of the system by the Owner or until Owner relieves the Contractor in writing of this responsibility, whichever is earlier.

1.11 EXISTING CONDITIONS

- A. Visit the site prior to making a bid. No subsequent allowance will be made due to failure to thus observe and verify conditions which may affect the work. Report to the Architect and Systems Designer any discrepancies among this specification and existing conditions and similarly report obvious omissions.

1.12 DEMOLITION

- A. Not required.

1.13 WORK SCOPE SUMMARY TABLE

- A. Not applicable.

PART TWO - EQUIPMENT

2.01 GENERAL EQUIPMENT

- A. Whenever any equipment is specified by manufacturer and model number, it is for purposes of establishing a standard of quality, performance, construction and function.
- B. Fractional quantities indicate shared use with other AV system components not in the indicated sub-system.
- C. All materials and equipment shall be new and of the latest design or model offered for sale by the manufacturer.
- D. Equipment models provided shall operate at the required AC line voltage and frequency.
- E. Contractor shall provide quantities as indicated in the equipment list, detail drawings, location drawings, schedule of terminations, and as required for a complete installation.
- F. Audio & Video Wire and Cable
 - 1. All wire numbers listed in the drawings are Belden unless otherwise noted.
 - 2. All THHN conductors shall be stranded.
 - 3. Approved manufacturers: Alpha, Belden, Canare, Mogami, West Penn, Whirlwind
- G. Electrical Wire and Cable (including grounding conductors):
 - 1. Where conflict exists with any codes or ordinances, such codes and ordinances shall take precedence.
 - 2. Where conflict exists with electrical specifications, the higher standard or more stringent requirement shall apply.
- H. Wiring Devices
 - 1. NA
- I. Electrical Plates and Panels:
 - 1. NA
- J. Audio Transformers
 - 1. All transformers shall be selected for proper interface and loading in the circuits as required by as-built conditions and per manufacturer's recommendations.

2.02 MAJOR EQUIPMENT

- A. Equipment provided shall be that specified herein or approved substitute (see Paragraph 1.06.D).
- B. Detailed performance specifications shall be those published by the manufacturer effective on the date of this document for all equipment listed below.
- C. Equipment Narrative

<u>FUNCTION</u> Item	<u>MFR</u>	<u>Model</u>	<u>Qty</u>
-------------------------	------------	--------------	------------

1. Console System Description

a. Input Channels

- 1) Console system must have a minimum of 48 microphone inputs which utilize 100% analog signal paths. The microphone preamps shall be equipped with direct outputs (direct outputs switchable pre or post fader as well as pre or post channel processing).
- 2) Each input channel must have dynamics control with compression, gate, and expansion functions.
- 3) Each channel must have a 4-band parametric equalizer (low/high switchable to shelf curves) with an additional high-pass and low-pass filter.
- 4) Surround (5.1) panning on a per-channel basis is required, with dedicated LFE send and LCR divergence control.
- 5) Each channel fader must be motorized and touch-sensitive to facilitate console recall as documented below. Channel faders must be able to control DAW (Digital Audio Workstation) virtual fader automation on computer workstation.

b. Master Section

- 1) Console system must be able to control two DAWs simultaneously via Ethernet. DAW controls must include transport, DAW plug-ins, DAW automation mode, DAW edit tools, DAW session parameters, DAW window control,
- 2) Digital displays shall display channel status, including dynamically updated signal flow graphics.
- 3) Every parameter on console must be able to be fully recallable and stored independently.
- 4) Master section must be equipped with insertable bus compression.
- 5) Master section must be equipped with 5.1 monitor controls and bus outputs as indicated in drawings.

c. General

- 1) Console must have analog circuitry with DC coupled electronics.
- 2) Console system power supplies must be built into console frame. No external PSU facilities are provided.
- 3) Console PSU must be convection cooled; no fans will be permitted.
- 4) Console must not consume more than a maximum of 20A at 110V.

- 5) Console must be RoHS compliant.
- 6) Console system must be equipped with TT patchbays of the same model provided in the base building equipment package (coordinate with base building AV systems contractor) with sufficient capacity to capture all patching requirements as documented in the contract documents.
- 7) Please provide twenty-four (24) 1' patch cables, twenty-four (24) 2' patch cables, and twenty-four (24) 3' patch cables as well as sufficient cable hangers to organize all patch cables when not in use. All patch cables shall be equipped with connectors that are compatible with the patchbays provided above.
- 8) Console must occupy a footprint of no more than 41" D x 115" W.

D. Approved Equipment Manufacturers

	<u>MFR</u>	<u>Company</u>	<u>Web Site</u>
1.	API	API Audio	www.apiaudio.com
2.	NEV	AMS Neve	www.ams-neve.com
3.	SSL	Solid State Logic	www.solidstatelogic.com

Note: Basis of design is SSL Duality SE.

2.03 DETAIL DRAWINGS

- A. The drawings herein detail custom built equipment and system details.
- B. Furnish all materials and labor to provide complete and finished work even though not specifically shown on the drawings.
- C. Detail drawings are located in large format drawings AV-1 through AV-2.

PART THREE - EXECUTION

3.01 AUDIO SYSTEM REQUIREMENTS

- A. Requirements herein refer to materials and work which are related to or part of the Systems. Where conflict exists with other specifications concerning such work or materials, this specification takes precedence unless otherwise approved in writing by the Owner

3.02 INSTALLATION OF SYSTEMS

- A. Installation by others.

3.03 CONDUIT

- A. NA

3.04 CONDUIT SEPARATION

- A. Systems wiring is divided into wiring groups according to their nominal voltage levels (refer to Schedule of Terminations):

	Wiring Type
Group A	Microphones and other sensitive wiring (0 mV to 100 mV)
Group B	Line level wiring (100 mV to 10 V)
Group C	Loudspeaker and control wiring (10 V to 70 V)
Group D	Telephone, video, control and digital circuits
Group E	Fiber optic cable

Note: These wiring groups must never be intermixed within a given conduit run!

- B. Minimum conduit separation between conduits carrying wiring of different groups is as follows:

	Group A	Group B	Group C	Group D	Group E
Group A	adjacent	6"	12"	12"	adjacent
Group B	-	adjacent	12"	6"	adjacent
Group C	-	-	adjacent	6"	adjacent
Group D	-	-	-	adjacent	adjacent
Group E	-	-	-	-	adjacent

Note: Ninety degree crossings in close proximity are acceptable.

- C. Minimum conduit separation between conduits carrying Systems wiring and other electrical service conduit is as follows:

	Group A	Group B	Group C	Group D	Group E
Dimmer controlled lighting	24"	12"	6"	12"	adjacent
SCR controlled services	24"	12"	6"	12"	adjacent
220/440V circuits	6"	6"	adjacent	adjacent	adjacent
All other services	6"	6"	adjacent	adjacent	adjacent

Note: Heavy current demands in or long parallel runs with the above services may dictate greater separations to avoid interference in the Systems.

- D. Contractor shall promptly inform the Systems Designer in writing of conduit installation which does not conform to these requirements.

3.05 ELECTRICAL POWER

- A. NA

3.06 STEEL SUPPORTS

- A. NA

3.07 BOXES

- A. NA

3.08 WIRING METHODS AND PRACTICES

- A. Provide installation of all Systems wire and cable, ensuring proper:
 - 1. Pulling Tensions
 - 2. Quantities
 - 3. Types
 - 4. Lengths
 - 5. Routing
 - 6. Wire Group Separation
 - 7. Identification
- B. The interconnection of all equipment requiring shielded cable shall be by Belden type 9451, or equivalent, unless otherwise specified.
- C. Spare wire runs of each group and type shall be pulled to each termination location. The number of spares shall be ten percent of those in actual use or one, whichever is greater.
- D. Splicing of cables is not permitted between terminations of specified equipment.
- E. Do not pull wire or cable through any box fitting or enclosure where change of raceway alignment or direction occurs; do not bend conductors to less than recommended radius. Employ temporary guides, sheaves, and rollers to protect cables from excess tension, abrasion or damaging bending during installation.
- F. Provide wire pulling lubricants and pulling tensions in accordance with the wire and cable manufacturer's recommendations.
- G. All wires shall be permanently identified at each wire end by marking with adhesive or crimp-on markers and a chart kept of each wire's function. This applies to wire within a rack assembly as well as wire running in conduit.
- H. Wire ends should be wrapped with heat shrink tubing. Each shield or drain wire should be covered with heat shrink to avoid unintentional connections.

- I. Use ring or tongue lugs on all barrier strip terminals. Do not exceed two lugs per terminal. Use crimping tools which are designed for the application or solder. Do not cut strands from conductors to fit lugs or terminals. Spare terminal blocks, equivalent to 10% of those in actual use, shall be provided.
- J. Form, in an orderly manner, all conductors in enclosures and boxes, wire ways and wiring troughs, providing circuit and conductor identification. Tie using tie wraps of appropriate size and type. Limit spacing between ties to six (6) inches and provide circuit and conductor identification at least once in each enclosure.
- K. Provide ample service loops at each termination so that plates, panels, patch bays, and equipment can be dismantled for service and inspection.

3.09 GROUNDING

- A. Audio system wiring shall conform to the following procedures:
 - 1. Audio equipment AC ground pins shall connect to AC isolated ground.
 - 2. Audio equipment chassis shall connect to AC isolated ground or rack frames.
 - 3. Audio rack frames shall connect to AC isolated ground bus in panelboard by means of #2 gauge (minimum) conductor.
 - 4. Audio shields between AC powered pieces of equipment shall be connected to ground at one end only. Capacitively terminate as required.
 - 5. Audio signal paths between AC powered pieces of equipment shall be connected using balanced lines and/or transformer isolation as required. No unbalanced signal paths may be connected to the patch bay.
 - 6. Isolate all Systems wiring from racks, back boxes and conduit.
 - 7. Isolate all Systems racks from conduit and other conductive surfaces. Use insulated bushings for conduit connections and a dielectric plinth between racks and conductive flooring materials.
 - 8. AC isolated ground system shall be isolated from all other facility grounds.
- B. All metallic conduit, boxes and enclosures shall be grounded in accordance with the current National Electrical Code.
- C. Metallic enclosures containing active equipment shall be grounded with due regard for the minimization of electrical noise. This may include the provision of grounding conductors separate from the AC ground.

3.10 EQUIPMENT RACKS

- A. NA

3.11 INITIAL ADJUSTMENT

- A. Verify all circuits and extensions for correct connection, continuity and polarity. Absolute polarity shall be maintained between all points in the system.
- B. Connector polarity shall be maintained except for terminations at equipment manufactured to other standards. In the event that manufactured equipment can be ordered with, or internally set to, various standards, the equipment shall be configured as follows:
 - 1. Polarity for XLR style connector shall be: pin 2-high, pin 3-low, and pin 1-shield.
 - 2. Polarity for TRS style connector shall be: tip-high, ring-low, and sleeve-shield.

- C. Make all adjustments and modifications so that the system is operational.
- D. Make all adjustments and modifications for system gain structure per recommendations of major component manufacturers.

3.12 VERIFICATION TESTS

- A. Confirm that each individual wire and cable run (whether in a rack or in conduit) is identified with a unique number. These numbers are affixed to both ends of each cable and are clearly visible. Provide a complete list of these numbers along with the termination location of each end of the wire run.
- B. Confirm that all system outputs are free of spurious signals including oscillations and radio frequency signals. A wide band oscilloscope shall be used to verify this condition.
- C. Confirm that the system is free of audible clicks, pops, and other noises when any operating control is activated, with or without input signal.
- D. For all microphone lines, tie lines, return lines and effect loudspeaker lines, confirm:
 - 1. Proper circuits appearing at each termination location
 - 2. Proper circuits appearing at each jack bay position
 - 3. Continuity of all conductors
 - 4. Proper polarity is maintained
 - 5. Absence of shorts between conductors within each circuit
 - 6. Absence of shorts between circuit conductors and conduit
- E. Confirm that loudspeakers and mountings are free of buzzes and rattles when the loudspeaker is swept with sine wave tones over its rated bandwidth at one-half (1/2) its maximum rated power.
- F. For all permanently mounted loudspeaker terminations, provide impedance measurement of each pair of loudspeaker lines with all loudspeakers connected and all amplifiers disconnected. These measurements shall be documented as editable tabular data listing impedance for each 1/3 octave band from 20 Hz to 20 kHz and shall be accurate to the nearest tenth of an Ohm.
- G. For all intercom terminations, confirm proper operation by initiating and receiving audio communication and call light.
- H. For each installed data network cable or fiber optic cable confirm conformance to the specified TIA/EIA performance standards.
- I. For all electronic devices mounted in racks and connected to patch bays, confirm:
 - 1. Every input and output is balanced.
 - 2. Proper polarity is maintained throughout the entire audio path.
 - 3. Tip connection of each TRS jack is connected to the positive terminal of each corresponding input or output.
- K. Confirm that there are no shorts between the Neutral and Isolated Ground conductors for each clean power circuit.

3.13 VERIFICATION TEST REPORT

- A. Submit written report detailing the results of Initial Adjustments and Verification Tests. Report to include, at minimum, the following:

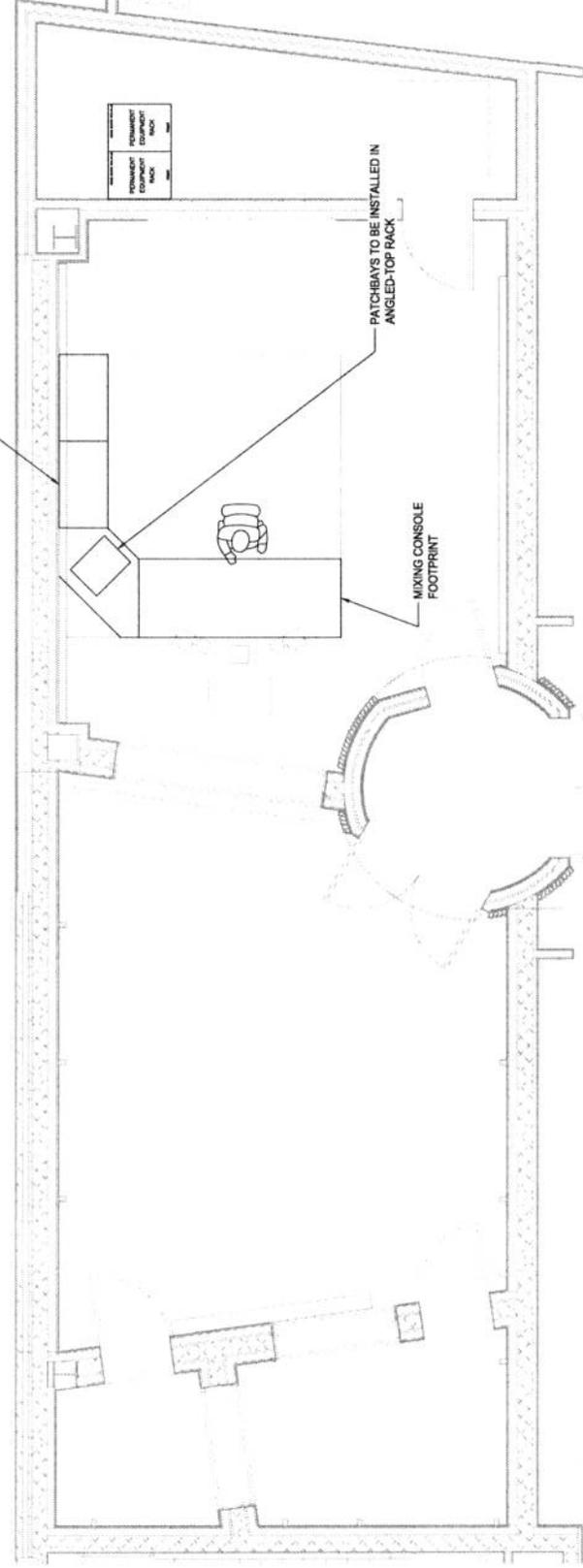
1. Copies of all relevant drawings, charts, test instrument data, and photographs.
 2. PDF copies of all available manufacturers' operation and service literature for each major system component.
 3. Written certification that the installation conforms to the requirements stated herein, is complete in all respects, and is ready for inspection, testing, and tuning.
- B. This report shall be completed and submitted to the Systems Designer for review a minimum of five (5) days prior to Acceptance Testing and final tuning.
- 3.14 ACCEPTANCE TESTING
- A. Acceptance Testing shall be performed by the Systems Designer during a period designated by the Architect. Contractor shall furnish a minimum of one (1) technicians for the acceptance testing period.
 - B. The minimum time required for Acceptance Testing is two (2) working days of dedicated quiet. Coordinate this time period so that free access, work lighting, and electrical power are available on the site.
 - C. Ensure that Systems areas are in a clean and orderly condition ready for acceptance testing.
 - D. Provide test equipment (meeting the following minimum specifications) on site, at all times during Acceptance Testing. Prior to Acceptance Testing, provide the Systems Designer with a listing of the specific equipment to be made available.
 1. Oscilloscope: 10MHz Bandwidth, Sensitivity – 1mV/cm
 2. Digital Multi-meter: 1% Accuracy
 3. Function Generator: 1MHz Bandwidth, Distortion < 1%
 4. Real Time Analyzer: 1/3 Octave with microphone
 5. Pink Noise Source: 20 Hz – 20 kHz Bandwidth
 6. Impedance Sweep Meter: 20 Hz – 20 kHz Range, 1 Ohm – 50 kOhm
 7. Polarity Checker: Mic, line, or loudspeaker level

Note: Systems Designers may choose to supply their own test equipment.
 - E. Be prepared to verify the performance of any portion of the system by demonstration, listening tests and instrumented measurements.
 - F. Make additional mechanical and electrical adjustments within the scope of the work and which are deemed necessary by the Systems Designer as a result of the Acceptance Tests. This may include realigning of loudspeaker systems, changes in system gain structures, grounding, filtering or interfaces.
 - G. Final acceptance will be contingent upon issuance by the Systems Designer of a letter of acceptance stating that the work has been completed and is in accordance with the contract documents.
 - H. Contractor will bear any costs incurred for additional Systems Designer's time and expenses due to failure to have the system functioning in accordance with specification requirements at the times scheduled for Systems Designer's Acceptance Testing and tuning.
- 3.15 SYSTEM DOCUMENTATION

- A. Within thirty (30) days of the Acceptance Testing, prepare and submit a CD-ROM of the preliminary Operation and Maintenance manual for approval by the Systems Designer. Manual to include, at minimum, the following documents in PDF format:
 - 1. Table of contents
 - 2. Written Guarantee and service policy
 - 3. Basic power on/off and operational procedure
 - 4. Copies of all shop drawings which have been updated to include any changes made during the installation process
 - 5. All available manufacturers' operation and service literature for each major system component
 - 6. One line signal flow diagram with all cable runs and patch points identified by alpha-numeric character
 - 7. Copy of the Verification Test report
 - 8. Copy of conduit riser diagram
 - 9. Copy of the final tuning settings as provided by the Systems Designer
 - 10. Copy of all uncompiled software source codes and configuration files which have been updated to include any changes made during the installation process
- B. Systems Designer will review the above system documentation. Upon approval, Contractor shall prepare and submit to the Owner:
 - 1. Five (5) copies of the final Operation and Maintenance manual on CD-ROM
 - 2. Two (2) hard copies of the final Operation and Maintenance manual printed and neatly bound

END OF SECTION 274100

STUDIO RACKS AND FURNITURE BY OTHERS
IN BASE BUILDING CONTRACT.



1 EQUIPMENT LAYOUT
RECORDING STUDIO

Scale: 1/2" = 1'-0"

NOTES:
1. THIS DRAWING IS CONCEPT ONLY; VERIFY PRIOR TO CONSTRUCTION.



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

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor 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 \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity
an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by the governing body of _____,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
Name of State or Commonwealth
or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this ____ day of _____, 20____.

Authorized Signatory

Date

Printed Name



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

Documentation in the form of a corporate, company, or partnership policy adopted by a prior resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor 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 \$50,000 or more for any year of the contract. Complete all sections of the form. Attach copy of previously adopted resolution (*State of CT, Nondiscrimination Certification, Form D: New Resolution*). Submit all documentation to the awarding State agency prior to contract execution.

CERTIFICATION OF PRIOR RESOLUTION:

I, the undersigned, am a duly authorized corporate officer or member of _____
Name of Entity

I have reviewed the attached prior resolution. I certify that:

- (1) the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended; and
- (2) the prior resolution remains in full force and effect on the date this documentation is submitted to the awarding State agency.

Authorized Signatory

Title

Printed Name

Date

RESERVED FOR STATE USE

I, the undersigned head of the awarding State agency, or designee, certify that the attached prior resolution complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Signature of Agency Head (or designee)

Date

Awarding State Agency



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date _____ End Date _____ Cost _____

Description of Services Provided: _____

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

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

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

Printed Name of Bidder or Contractor _____ Signature of Principal or Key Personnel _____ Date _____

Printed Name (of above) _____ Awarding State Agency _____

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

Commissioner of the Superior Court or Notary Public



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of \$50,000 or more 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)

INSTRUCTIONS:

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

- CHECK ONE:** Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
- Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the 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) "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, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after 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:

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

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State Zip

Awarding State Agency



STATE OF CONNECTICUT

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

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

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

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

Check applicable box:

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

B. Additional definitions.

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

C. Certification requirements.

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

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

CERTIFICATION:

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

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent Name _____

Printed Name of Authorized Official _____

Signature of Authorized Official _____

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

Commissioner of the Superior Court (or Notary Public)

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 where in 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__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 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											

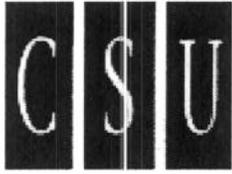
*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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.biznet.ct.gov/SCP_search/default.aspx?acclast for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
 16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
 17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
 18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.
- C. Samples**
1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
 2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.
- D. Bonding Requirements / Guaranty or Surety**
1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
 2. The proposal bond must be executed by the proposer as follows:
 - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
 - (b) If the proposer is a partnership - must be signed by a general partner;
 - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as"
 3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.
- III. CONTRACT AWARD**
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.
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

The successful proposer shall submit the following bonds, at the request of CSU, within ten (10) days of the date of receipt of the Award Notice and Offer:

1. A Performance Bond in the amount of one hundred percent (100%) of the total proposal price; and
2. A Labor and Material Payment Bond in the amount of one hundred percent (100%) of the total proposal price.

A company authorized to transact business in the State of Connecticut shall execute the bonds. Checks shall be made payable to CSU or the appropriate CSU University.

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
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.