WESTERN CONNECTICUT STATE UNIVERSITY

REQUEST FOR PROPOSAL

This is NOT an order to ship.

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.

VENDOR NAME and ADDRESS:

BID NUMBER:

2014-ERB-0232

BID DUE DATE:

March 24, 2014 by 2:30pm

RETURN TO:

Western Connecticut State University
Purchasing Department
181 White Street
Danbury, CT 06810

DATE ISSUED:

March 10, 2014

SIGNED (for agency)

E.R. Boriss

PREPARED BY:

E.R Boriss
Associate Director – Administrative Services
Phone: (203) 837-8758
Fax: (203) 837-8659

PURCHASING AUTHORITY:

Public Acts 91-256/92-154
CGS 10a-151b

| | | | | | |
|---|---|---|---|---|---|
| 1 | Western Connecticut State University is accepting proposals for the delivery and supply of the wind instruments listed **per the attached specifications. (NO EXCEPTIONS OR SUBSTITUTIONS ALLOWED)**<br>**Package "A Supplemental bid" to be quoted as a separate package.**<br><br>**WCSU must be able to try the Buffet Crampon Clarinets as listed, prior to final purchase.**<br>**WCSU to select Selmer Saxaphones as listed from the Conn-Selmer factory in Elkhart, Indiana.**<br>**WCSU reserves the right to audition and request alternate instrument if unacceptable**<br><br>**Delivery to WCSU shall be between June 1, 2014 and July 15, 2014 except where noted in the specification.**<br><br>**The University contact is Laura Piechota at 203-837-8614**<br><br>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_____
Printed Name_____
Phone_____ Extension_____
Cash discount Payment Terms _____%_____days, net 45 days
Company FEIN_____

WESTERN CONNECTICUT STATE UNIVERSITY

REQUEST FOR PROPOSAL

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Please quote on the commodities or services listed below.

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VENDOR NAME Address and Email Contact information:

Email contact _____

BID NUMBER:

2014-ERB-0232

Return to:
Western Connecticut State University
Purchasing Department
181 White Street
Danbury, CT 06810



| Item | | Unit | Quantity | Unit Price | Extension |
|---|---|---|---|---|---|
| 1 | Fox Renard Model 222 Bassoon, Maple wood body, Nickel-silver German key system, Includes case, C-2 and C-3 bocals, neck strap, crutch, and seat strap | Ea. | 4 | $_____ | $_____ |
| 2 | Yamaha YOB-441 Series Intermediate Oboe, All Grenadilla wood body, silver plated nickle silver keys, 400 series case | Ea. | 4 | $_____ | $_____ |
| 3 | Yamaha YHR 314II Student French Horn, Lightweight ABS case | Ea. | 3 | $_____ | $_____ |
| 4 | Selmer Paris Series III Model 66AF Jubilee Edition Baritone Saxophone ,Brass Alloy, honey gold lacquer (66AFJ) Range: Low A to High F#, Selmer S80 D Mouthpiece, cap and ligature included, Selmer "Light" Case included, **Purchaser to select instrument from Conn-Selmer factory in Elkhart, Indiana** | Ea. | 1 | $_____ | $_____ |
| 5 | Selmer Paris Series III Model 64 Jubilee Edition Tenor Saxophone, Brass Alloy, honey gold lacquer (64J) Range: Low Bb to High F# Selmer S80 C** Mouthpiece, cap and ligature included Selmer "Light" Case included, **Purchaser to select instrument from Conn-Selmer factory in Elkhart, Indiana** | Ea. | 1 | $_____ | $_____ |
| 6 | Selmer Paris Series II Model 56 Bass Saxophone, Yellow Brass Range: Low Bb to High F#, Selmer S406 C* Bass Saxophone Mouthpiece, cap and ligature included, Selmer Case included **Purchaser to select instrument from Conn-Selmer factory in Elkhart, Indiana** | Ea. | 1 | $_____ | $_____ |
| 7 | Selmer Paris Series II Jubilee Edition Sopranino Saxophone Brass Alloy, honey gold lacquer (51J) Range: Low Bb to High F , Selmer S80 C* Mouthpiece, cap and ligature included, Selmer Case included. **Purchaser to select instrument from Conn-Selmer factory in Elkhart, Indiana** | Ea. | 1 | $_____ | $_____ |

| | | | | | |
|---|---|---|---|---|---|
| 8 | Selmer Paris Series III Model 53 Jubilee Edition Soprano Saxophone, Brass Alloy, honey gold lacquer (53J) Range: Low Bb to High G, Selmer S80 C* Mouthpiece, cap and ligature included, Selmer "Light" Case included. **Purchaser to select instrument from Conn-Selmer factory in Elkhart, Indiana** | Ea. | 1 | $_____ | $_____ |
| 9 | Buffet Crampon R13 Professional Clarinet w/silver keys Key of "A", Body, barrel and barrel material: hand selected and stained granadilla, Includes case, mouthpiece, ligature, cap, care kit, **Purchaser to select instrument from a minimum of 3 possibilities** | Ea. | 1 | $_____ | $_____ |
| 10 | Buffet Crampon R13 Professional Clarinet w/silver keys Key of "Eb", Body, barrel and barrel material: hand selected granadilla, Includes case, mouthpiece, ligature, cap, care kit **Purchaser to select instrument from a minimum of 3 possibilities** | Ea. | 1 | $_____ | $_____ |
| 11 | Yamaha YPC 81 Piccolo, Body and Head Joint Material: Grenadilla Wood, Includes case, cleaning rod, **Purchaser reserves the right to audition and request alternate instrument if unacceptable** | Ea. | 1 | $_____ | $_____ |
| 12 | F. Loree Paris English Horn, Plateau model English horn with full conservatory system, left-hand F key, F resonance key, and all trill keys, supplied complete with a deluxe French fitted double carrying case and a zippered, padded nylon case cover with pocket and shoulder strap, two bocals, and all accessories. Grenadilla Body, **Purchaser reserves the right to audition and request alternate instrument if unacceptable** | Ea. | 1 | $_____ | $_____ |
| 13 | Meinl Weston 2000 Deck Handmade Series 5-Valve 5/4 CC Tuba silver plate finish with "handmade" bows made of sheet metal, based on the popular Meinl Weston 2155 design. The 2000 CC Tuba features special engravings of Manhattan on the bell. This Warren Deck model features 4 piston steel valves (Big Valve) plus a 5th thumb activated rotary valve.in | Ea. | 1 | $_____ | $_____ |
| 14 | Yamaha YCR-6330S Bb Cornet Key: Bb, Bore: .462-inch Leadpipe: Standard One-Piece Drawn, Leadpipe Material: Gold Brass, Bell: 4-3/4-inch One-Piece, Bell Material: Yellow Brass Valves: Monel Piston,1st Valve Slide Adjustment: Thumb Saddle 3rd Valve Slide Adjustment: Fixed Ring Features: Lightweight Body Design; One-Piece Drawn Gold Brass Leadpipe, Case: YAC CRC-602 Wood Case Mouthpiece: Yamaha CR11E4, Finish: Silver | Ea. | 4 | $_____ | $_____ |
| 15 | **DELIVERY CHARGES** | **lot** | 1 | $_____ | $_____ |
| | | | **Total** | $_____ | $_____ |

| | | | | | |
|---|---|---|---|---|---|
| | **Supplemental Bid package "A" – Only if additional funds are available** | | | | |
| 1 | Yamaha YFL-A421 Professional Alto Flute<br>Model G alto flute with gold brass headjoint, body and footjoint, Sterling silver lip plate & riser, nickel silver (silver-plated) keys, double bladder pads, and straight and curved headjoint<br># YFL-A421BII | Ea. | 1 | $_____ | $_____ |
| 2 | Yamaha YFL-B441II Professional Bass Flute, curved headjoint, gold-brass body, and a wooden handrest. | Ea. | 1 | $_____ | $_____ |
| 3 | Selmer Series III Model 62 Jubilee Edition Alto Saxophone<br>Brass Alloy, honey gold lacquer (62JHA)<br>Range: Low Bb to High F#<br>Selmer S80 C* Mouthpiece, cap and ligature included<br>Selmer "Light" Case included, **Purchaser to select instrument from Conn-Selmer factory in Elkhart, Indiana** | Ea. | 1 | $_____ | $_____ |
| 4 | Buffet Prestige BC1723 Basset Horn in key of F<br>Body material: hand selected unstained grenadilla<br>Includes case, mouthpiece, ligature, cap, care kit **Purchaser reserves the right to audition and request alternate instrument if unacceptable** | Ea. | 2 | $_____ | $_____ |
| 5 | Yamaha YEP-642II Neo Series Compensating Euphonium<br>Professional Euphonium; key of Bb/F; compensating system; 3 top action and 4th side action monel pistons; .591"-.661" bore; 11.8" upright; two-piece yellow brass bell; large shank mouthpiece receiver, EPC-62 case, L51 mouthpiece<br>Silver Option | Ea. | 1 | $_____ | $_____ |
| 6 | **DELIVERY CHARGES** | **Lot** | 1 | $_____ | $_____ |
| | **End of Supplemental Bid package "A" – Only if additional funds are available** | | **Total** | | $_____ |
| | | | | | |



Vendor Name_____ Date_____

_____ Date_____

| | | | | | |
|---|---|---|---|---|---|
| | Bid Parameters<br>Compliance with the attached terms and conditions is mandatory. The forms<br>• "Commission on Human Rights and Opportunities - Contract Compliance Regulations – Notifications to Bidders"<br>• "State of Connecticut Nondiscrimination Certification – Affidavit by Entity Form C , D or E as applicable"<br>• "State of Connecticut OPM Ethics form 5- Consulting Agreement Affidavit"<br>• "State of Connecticut OPM Ethics form 1- Gift and Campaign Contribution Certification"<br>• And Proposal Certification<br>must be completed and submitted with the proposal.<br><br>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-0232 on the exterior of the sealed envelope so that proper identification of the proposal can be made.<br><br>Sealed bid opening is March 24, 2014 at 2:30pm in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT. 06810.<br><br>**All bid pricing must be valid for 90 days after date of bid opening.**<br><br>Western Connecticut State University to render final acceptance or rejection on any proposal.<br><br>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_____<br>Date_____ |

## Proposal Certification

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

**Request for Proposal Number: Bid # 2014-ERB-0232**

**Wind Instrument Package**

I certify that:

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

| | |
|---|---|
| _____ (firm) | _____ (Phone no.) |
| _____ (address) | _____ (e-mail address) |
| _____ (signature) | _____ (date) |
| _____ (title) | |

# STATE OF CONNECTICUT

## NONDISCRIMINATION CERTIFICATION — Affidavit By Entity For Contracts Valued at $50,000 or More

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

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**INSTRUCTIONS:**

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

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
(Signatory's Title) (Name of Entity)

duly formed and existing under the laws of _____.
(Name of State or Commonwealth)

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

_____ and that _____
(Name of Entity) (Name of Entity)

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

_____
Authorized Signatory

_____
Printed Name

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

_____ _____
**Commissioner of the Superior Court/ Notary Public** **Commission Expiration Date**

# STATE OF CONNECTICUT

## 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, _____ (Authorized Signatory), _____ (Title), of _____ (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

_____ (Name of State or Commonwealth), and further certify that such resolution has not been modified

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ (Name of Entity) comply with the

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

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**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)*

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

I, the undersigned, am 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:**

| Contribution Date | Name of Contributor | Recipient | Value | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
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**Lawful Campaign Contributions to Candidates for the General Assembly:**

| Contribution Date | Name of Contributor | Recipient | Value | Description |
|---|---|---|---|---|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |

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)**

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

(Revised 09/17/07)

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

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

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

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

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## INSTRUCTIONS AND OTHER INFORMATION

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

### 1) Definition of Small Contractor

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

# BIDDER CONTRACT COMPLIANCE MONITORING REPORT

## PART I - Bidder Information

| | |
|---|---|
| Company Name<br>Street Address<br>City & State<br>Chief Executive | Bidder Federal Employer Identification Number_____<br>Or<br>Social Security Number_____ |
| Major Business Activity<br>(brief description) | Bidder Identification<br>(response optional/definitions on page 1)<br>-Bidder is a small contractor. Yes__ No__<br>-Bidder is a minority business enterprise Yes__ No__<br>(If yes, check ownership category)<br>Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___<br>- Bidder is certified as above by State of CT Yes__ No__ |
| Bidder Parent Company<br>(If any) | |
| Other Locations in Ct.<br>(If any) | |

## PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices



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

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

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

## PART IV - Bidder Employment Information

Date:

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

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

## PART V - Bidder Hiring and Recruitment Practices



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

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

| (Signature) | (Title) | (Date Signed) | (Telephone) |
|---|---|---|---|
| | | | |

# Connecticut State University System

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

# STANDARD TERMS AND CONDITIONS

## I. DEFINITIONS

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

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

## II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

### A. General Conditions

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

### B. Submission of Proposals

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

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

**C. Samples**

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

**D. Bonding Requirements / Guaranty or Surety**

Not applicable to this RFQ

## III. CONTRACT AWARD

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

## IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

**A. General Conditions**

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

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

**B. Insurance**

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

**C. Bonds**

Not applicable to this RFQ.

**D. Delivery**

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

**E. Inspection and Tests**

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

**F. Advertising**

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