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 , ADDRESS and EMAIL ADDRESS:

BID NUMBER:

2015-ERB-0283

BID DUE DATE:

February 12, 2015 by 2:30pm

RETURN TO:

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

DATE ISSUED:

January 23, 2015

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

Description
Western Connecticut State University is seeking bids from experienced and qualified vendors to provide six quality novelty amusement rides and a minimum of three Food trailers (hereinafter referred to as "Entertainment Services") for WCSU students and the campus community at large, alumni, and friends at the annual WestFest event to be held April 25, 2015 from 6:00pm through 11:59PM located at the Westside Campus Commuter Parking lot. The requirement is (6) six Carnival Rides: • Ali Baba or equivalent • Zipper or equivalent • Rip Cord/Free Fall or equivalent • Swings or equivalent • Scrambler or equivalent • Giant Fun Slide or equivalent And a minimum of (3) three carnival food trailers (such as cotton candy, fried oreos, fried Dough) etc. Vendor must submit with the bid package literature and information on the all Carnival rides and food trailers quoted in this solicitation. • Services provided under the resulting award shall be geared towards, and be appropriate for, college-aged students. The successful company shall offer and provide enough variety of options in their portfolio so as to generate and maintain interest, interaction and excitement among WCSU students. Note that the Entertainment Services should be interactive and should involve student participation, and may or may not include a product or promotional item that the student will "take away".

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature_____ Date_____ Printed Name_____ Phone_____ Extension_____ Cash discount Payment Terms _____%_____days, net 30 days Company FEIN_____

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, ADDRESS AND PROJECT CONTACT EMAIL ADDRESS:	BID # 2015-ERB-0283

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

PAGE 2

Contractor shall obtain at its expense all required local, state, and federal permits, licenses and/or certificates and inspections required for the operation of this Carnival.

Contractor shall conduct the carnival in accordance with all applicable local, state and federal safety requirements including, but not limited to, Conn. Gen. Stat. §§ 29-129 to 29-143H relating to "Amusements and Exhibitions".

Please use attached pricing sheet Attachment B

Vendor must submit with the bid package literature and information on the all Carnival rides and food trailers quoted in this solicitation.

Bid Parameters 2015-ERB-0283

Compliance with Western Connecticut State University Bid Submission forms located in the specification package must be completed and submitted with the proposal.

Proposers shall submit a clearly marked original and (1) one copy of the proposal.

Submitted Bid pricing must be held for a period of 90 calendar days following the date of bid opening.

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 **2015-ERB-0283** on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is **February 12, 2015 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.

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.

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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.

To be completed by bidder	Vendor Authorized Signature_____ Date_____

Attachment "B"

Bid 2015erb0283 Carnival amusement rides and food trailers Price Sheet

item	Equipment Description	QTY	unit price	extended price
1	· Ali Baba or equivalent - provide description	1		
2	· Zipper or equivalent - provide description	1		
3	· Rip Cord/Free Fall or equivalent - provide description	1		
4	· Swings or equivalent - provide description	1		
5	· Scrambler or equivalent - provide description	1		
6	· Giant Fun Slide or equivalent- provide description	1		
7	· Food Trailer - provide description	1		
8	· Food Trailer - provide description	1		
9	· Food Trailer - provide description	1		
	Total			

Vendor name_____date_____

Vendor must provide all literature and information regarding the rides and food trailers quoted

Supplemental Attachment "B" (if funds are available)

Bid 2015erb0283 Carnival amusement rides and food trailers Price Sheet

item #	Equipment Description	QTY	unit price	extended price
1	additional carnival ride - provide description	1		
2	additional carnival ride - provide description	1		
3	additional food trailer - provide description	1		
4	additional food trailer - provide description	1		
5	additional food trailer - provide description	1		
	Total			

Vendor name_____date_____

Vendor must provide all literature and information regarding the rides and food trailers quoted

WESTERN
CONNECTICUT
STATE UNIVERSITY

REQUEST FOR PROPOSAL NO. 2015-ERB-0283

Novelty Amusement Rides and Food Trailers for WestFest, Westside Campus - April 25, 2015
Western Connecticut State University

Section 1 - Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposal (RFP) issued by Western Connecticut State University (hereinafter referred to as the "University" or "WCSU") seeking bids from experienced and qualified vendors to provide six quality novelty amusement rides and a minimum of three Food trailers (hereinafter referred to as "Entertainment Services") for Westfest on April 25, 2015 on the Westside Campus Commuter Parking lot.

Contractor shall obtain at its expense all required local, state, and federal permits, licenses and/or certificates and inspections required for the operation of this Carnival. Contractor shall present to the University all such documents authorizing the Contractor to conduct the carnival within thirty six (36) hours prior to the event. In the event Contractor fails to provide such documents, the University reserves the right to terminate this Agreement with no financial obligations. *Contractor shall conduct the carnival in accordance with all applicable local, state and federal safety requirements including, but not limited to, Conn. Gen. Stat. §§ 29-129 to 29-143H relating to "Amusements and Exhibitions". *Contractor shall provide an insurance certificate noting the University and State of Connecticut as additional insureds at least (7) days prior to the event.

1.2 AUTHORITY

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

1.3 RFP ORGANIZATION

This proposal is organized into the following sections:

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

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

Section 3 - Proposal Requirements -- Describes the required format and content.

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

Appendix I -- References

Appendix II -- Instructions to Proposers

Appendix III - Proposal Certification

1.4 SUBMISSION OF QUESTIONS

Bidders may submit questions or requests for clarification via email to E. Boriss at borisse@wcsu.edu or fax to 203-837-8659. The deadline for submission of questions is **12:00 p.m. February 2, 2015.** Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. Please refer to **Section 1.8** of this bid for further information.

1.5 SUBMISSION OF PROPOSALS

Bidders shall submit a clearly marked original and one (1) copy of the bid proposal. Bid proposals shall be received by the WCSU Purchasing Department no later than **2:30 p.m. on February 12, 2015**, at which time a representative of the Purchasing Department will publicly open bids. Any bid proposal received after this date and time shall be rejected. Please refer to **Appendix II. Instructions to Proposers** of this RFP for further information.

1.6 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by bidders in preparing or submitting a bid 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 bid proposals submitted in accordance with all requirements set forth in this proposal and which demonstrate an understanding of the scope of the work. Any bid proposal offering any other set of terms and conditions contradictory to those included in this proposal may be disqualified without further notice.

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

- The proposal shows any noncompliance with applicable law;
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning;
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation;
- The 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 proposal. Such addenda shall be added to the original proposal document and posted at http://www.wcsu.edu/purchasing/bid_opportunities and http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=1 It shall be the responsibility of prospective bidders and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this proposal.

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. The University anticipates the outcome of this bid will result in a single vendor award. The final document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated. The University shall be the sole judge of the suitability of the proposed Agreement.

1.10 TERM OF CONTRACT

The term of the contract shall be from issuance of a WCSU Purchase Order until all equipment is removed from the WCSU premises on or about April 26, 2015.

1.11 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to this 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 resulting contract.

1.12 ADVERTISING

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

1.13 PREVAILING LAW

The terms and provisions of this Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut.

1.14 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In entering into any contract resulting from this RFP the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order No. three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated on February 15, 1973.

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law, except where it relates to bona fide occupational qualifications.

1.15 INSURANCE REQUIREMENTS

Before commencing performance, the awarded contractor shall obtain and maintain at its own cost and expense for the duration of the contract, the following insurance:

- 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.
- Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage shall extend to owned, hired and non-owned automobiles.
- Workers Compensation and Employers Liability: Statutory coverage in compliance with the compensation laws of the State of Connecticut. Coverage shall include employer's liability with minimum limits of $100,000 each accident, $500,000 disease, policy limit, $100,000 each employee.

Additional Insured Provision:

The awarded contractor shall add the State of Connecticut, the Board of Regents and Western Connecticut State University, its officers, agents and employees as additional insured under the commercial general liability policies for purposes of the contract. This document must be submitted to the WCSU Purchasing Department prior to beginning work at the University.

In the event the awarded contractor fails to maintain and keep in force the required insurance, WCSU shall have the right to terminate the contract forthwith and without notice.

The awarded contractor must agree to indemnify and save harmless Western Connecticut State University, the Board of Trustees for the Connecticut State University, its agents and the State of Connecticut from claims, suits, actions, damages and costs of every name and description, arising out of or resulting from the awarded contractor's performance of the contract.

A certificate of insurance demonstrating evidence of insurance in accordance to this section shall be provided to the University upon request.

1.16 REFERENCES

The awarded contractor shall have at least five (5) years experience supplying these services. The awarded contractor shall have provided similar entertainment/novelty amusements and events within the past five (5) years. References for such projects shall be included in bidder's response to this proposal under **Appendix I References**.

1.17 BILLING & PAYMENTS

Payment shall be made in arrears less any penalties on a monthly basis upon receipt of an approved vendor's invoice and contingent upon the contracted services having been performed to the satisfaction of the WCSU Agency Representative or his appointed designee(s). Invoices shall be submitted referencing the assigned Agreement identification number for proper payment processing.

1.18 STANDARDS OF CONDUCT

WCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety, and welfare of all members of the University community. In accordance with those standards, the following are strictly prohibited:

1. Use or possession of drugs or alcohol on campus;
2. Possession of firearms or other weapons on campus;
3. Smoking in University buildings;
4. Harassment (sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations, or of the University's rules and procedures;
6. Unauthorized use of the University's vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety, and welfare of any member of the public or of the University community;
12. Interference with the work of University employees;
13. Improper attire;
14. Loud, vulgar behavior or the use of profanity.

WCSU may, at its discretion, recommend discharge of any employee of the awarded contractor found to be in violation of these standards.

1.19 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. Subsequent to award, the proposals 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.

Section 2 - Scope of Work

2.1 BACKGROUND

Western Connecticut State University is part of the 17 Connecticut State Colleges & Universities (ConnSCU) governed by the Board of Regents for Higher Education. ConnSCU consists of twelve (12) Community Colleges, four (4) comprehensive Universities, and the state's only public, on-line college. The Board of Regent's Office is located on Woodland St. in Hartford, CT.

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

2.2 OBJECTIVES

The University is seeking bids from experienced and qualified vendors to furnish six (6) novelty amusement rides and three (3) Food trailers ("Entertainment Services") for WCSU students and the campus community at large, alumni, and friends at the annual WestFest event to be held April 25, 2015 from 6:00pm through 11:59PM. The requirement is

(6) six Carnival Rides:

- Ali Baba or equivalent
- Zipper or equivalent
- Rip Cord/Free Fall or equivalent
- Swings or equivalent
- Scrambler or equivalent
- Giant Fun Slide or equivalent

And a minimum of (3) three carnival food trailers (such as cotton candy, fried oreos, funnel cakes etc)

Contractor shall obtain at its expense all required local, state, and federal permits, licenses and/or certificates and inspections required for the operation of this Carnival. Contractor shall present to the University all such documents authorizing the Contractor to conduct the carnival within thirty six (36) hours prior to the event. In the event Contractor fails to provide such documents, the University reserves the right to terminate this Agreement with no financial obligations. *Contractor shall conduct the carnival in accordance with all applicable local, state and federal safety requirements including, but not limited to, Conn. Gen. Stat. §§ 29-129 to 29-143H relating to "Amusements and Exhibitions". *Contractor shall provide an insurance certificate noting the University and State of Connecticut as additional insureds at least (7) days prior to the event.

The Entertainment Services provided under the resulting award shall be geared towards, and be appropriate for, college-aged students. The successful company shall offer and provide enough variety of options in their portfolio so as to generate and maintain interest, interaction and excitement among WCSU students. Note that the Entertainment Services should be interactive and should involve student participation, and may or may not include a product or promotional item that the student will "take away".

2.3 PRIMARY GOALS OF WCSU

It is WCSU's intent to award a contract to qualified company who:

1. Can offer a variety of interactive Entertainment Services

2. Is flexible and responsive enough to work with WCSU representatives to ensure that the Entertainment Services are fun, interactive, and engaging;

3. Can provide personnel who will engage WCSU students to participate in the Entertainment Services;

4. Can provide personnel that are highly visible for the length of the Entertainment Services event;

5. Have personnel that can conduct themselves in a professional and self-sufficient manner;

6. Shall, particularly while performing Entertainment Services while at the University, ensure that its employees abides by the WCSU Standards of Conduct as outlined in Section 1.19 Standards of Conduct of this bid;

7. Possess and maintain the insurance requirements as outlined in Section 1.16 Insurance Requirements of this bid.

Section 3 - Proposal Requirements

3.1 RESPONSE REQUIREMENTS

All proposals must include a point-by-point response to this bid; specifically to the objectives and goals of WCSU as enumerated in Sections 2.2 and 2.3. Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any required information may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed. Bidder shall respond to the following in his/her proposal to this RFP:

1. Provide complete information on Entertainment Services that your firm is able to provide to WCSU. If brochures will be part of your response, please include two sets.

2. Provide complete information of any additional Entertainment Services that would be available for your firm to provide to WCSU from a third party for which you would need to subcontract. Describe the nature of those arrangements; include a list of the Entertainment Services as well as the names and locations of those subcontractors.

3. Provide complete pricing information for each Entertainment Service, including any peripheral costs such as travel, supplies, up charge for third parties, etc.

4. Provide information regarding your company and operations, including address and primary contact information. Also include:
    - The length of time that your firm has been providing Entertainment Services;
    - The number of employees employed at your firm;
    - The number of employees that are considered full-time, and
    - The number of employees that are considered part-time.

5. Describe your company's booking and scheduling procedures, including cancellation policy.

6. Would your company provide promotional materials for WCSU to use to generate awareness and interest in this event (i.e. posters)? If so, explain.

7. Provide details on your employee training programs, especially for amusements like rock walls, bungee jumps, etc.

8. Explain your company's safety policy and procedure, including items like schedules for equipment inspections.

9. Provide your company's safety record for the past three years, including a list of injuries sustained as a result of employee actions or equipment malfunction.

10. Describe your contingency plans in case of emergency or "no show" situations.

11. Include information on any value added or other related services that your company would be able to offer or otherwise make available to WCSU if your company were to be awarded a contract as a result of this proposal.

12. Provide a listing of references from current or former clients at institutions to whom your firm has provided similar services as described in this proposal, particularly references from other universities or colleges of similar size to WCSU. See Appendix I.

3.2 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

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

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.

Section 4 - Bid Evaluation

Evaluation – The award(s) of an Agreement to provide Entertainment Services at WCSU will be based on responses received. The University intends to issue awards against this RFP to a single vendor. The award shall be made to the most responsive bidder offering the best value as determined by the University. All bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method. The following criteria will be used to support the awarding of Entertainment Services:

1. Qualifications and Experience
   - Company information, including location of company headquarters and any branch locations, length of time devoted to this type of business, number of employees, etc.;
   - Prior experience;
   - Safety policies and procedures, including employee training, equipment inspection schedules, etc.;
   - Current clients list;
   - General qualifications and experience as they relate to compliance with CT contracting statutes and regulations.

2. Proposed Solution
   - Vendor's ability to provide a wide variety of quality, engaging and suitable Entertainment Services that will meet university expectations and the requirements described herein;
   - Vendor's booking and scheduling procedures, including cancellation policy;
   - Vendor's contingency plans in case of emergency or "no show" situations;
   - Value added or other related services offered or that would be available to WCSU

3. Fee Structure

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

5. Review of References: Each proposer is required to provide a list of references as requested above. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

6. Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

APPENDIX I
REFERENCES

Proposals should include three references where your organization has provided similar Entertainment Services. 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 Name	Telephone Number	Email address
Reference #1				
What was the project for Reference #1:			Length of project:	
Reference #2				
What was the project for Reference #2:			Length of project:	
Reference #3				
What was the project for Reference #3:			Length of project:	
Reference #4 (optional)				
What was the project for Reference #4:			Length of project:	

APPENDIX II

INSTRUCTIONS TO PROPOSERS

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

Name of Proposer:	
Title of Proposal:	Novelty Amusements for WestFest
RFP Number:	2015-ERB-0283
Proposal Due Date:	February 12, 2015 by 2:30pm

No telephone, telegraphic or facsimile proposals will be considered.

B. Proposals should include one (1) original (signed in ink) and one copy.

C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.

D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.

E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to multiple proposer's who are determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.

G. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.

H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.

I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)

J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.

K. WCSU reserves the right to correct inaccurate awards resulting from clerical errors.

L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.

M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Esther Boriss
Associate Director of Administrative Services
181 White Street
Danbury CT. 06810
borisse@wcsu.edu
203-837-8758
Fax: 203-837-8659

APPENDIX III
PROPOSAL CERTIFICATION

Request for Proposal 2015-ERB-0283

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.

- I have read and understood the RFP and have submitted this proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill the legal obligations pursuant to the attached contractual provisions.

Firm _____

Authorized
Signature_____

Title_____

Date_____

_____
Commissioner of the Superior Court
Or Notary Public

Date_____

STATE OF CONNECTICUT

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

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

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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 less than $50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

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

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

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

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

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

_____ Authorized Signatory

_____ Date

_____ Printed Name

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

(Revised 09/17/07)

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number_____ Or Social Security Number_____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___ - Bidder is certified as above by State of CT Yes__ No__
Bidder Parent Company (If any)	
Other Locations in Ct. (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? 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__ 6a. If yes, do the collective bargaining agreements contain non-discrim ination 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__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

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.