



# Central Connecticut State University

*Start with a Dream. Finish with a Future.*

## Purchasing Department

### REQUEST FOR PROPOSAL NO. S067029

### VMware Virtualization software and services

#### Section 1. Administrative Overview

##### 1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to provide VMware products, services, and support to CCSU.

##### 1.2 AUTHORITY

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

##### 1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

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

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

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

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

Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Required Forms (CHRO, affidavits)
Appendix V	RFP Response Check List
Appendix VI	Standard CSU Bid Terms and Conditions

#### 1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on December 11, 2006. Any questions and their answers shall be published as an addendum. See section 1.8

#### 1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus THREE (3) copies of the proposal. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on December 19, 2006, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract.

Proposals shall be mailed or delivered to:

Thomas J. Brodeur, C.P.M.  
Purchasing Department, Marcus White Annex room 006  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-4010

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

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

**RFP S067029 VMware Virtualization software and services, submitted by (Name of Contractor)**

#### 1.5a INCLEMENT WEATHER

\* Please note that in the event of university closing or early dismissal due to inclement weather this RFP will be due and opened at 3:00 PM on the next business day. Please call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.

#### 1.6 COSTS FOR PROPOSAL PREPARATION

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

#### 1.7 DISQUALIFICATION OF PROPOSALS

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

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

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

## 1.8 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at [http://www.finance.ccsu.edu/Purchasing/Current\\_Bids.htm](http://www.finance.ccsu.edu/Purchasing/Current_Bids.htm). It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

## 1.9 RIGHT TO WITHHOLD AWARDING OF CONTRACT

Contractors are advised that CCSU reserves the right not to make award of this contract.

## 1.10 FINAL CONTRACT

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

## 1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

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

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

## 1.12 CONTRACT INVALIDATION

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

## 1.13 TERM OF CONTRACT

The initial term of the contract shall be for three (3) years beginning with acceptance by both parties of the signed contract award, and may with mutual consent be renewed for two additional one (1) year periods or parts thereof.

## 1.14 FEE STRUCTURE

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

## 1.15 RFP TERMS AND CONDITIONS

All proposals submitted under this RFP shall remain in effect for a period of ninety (90) days following the closing date to allow time for evaluation, approval and award.

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

#### 1.16 ADVERTISING

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of CCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Central 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.

#### 1.19 IMMUNITY FROM LIABILITY

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

#### 1.20 PREVAILING LAW

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

#### 1.21 CONTRACT TERMINATION FOR CAUSE

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

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

#### 1.22 CONTRACT EXTENSION

CCSU reserves the right to extend the terms of this RFP and the resulting contract to the other three universities in the CT State University system (Western CSU, Southern CSU and Eastern CSU). In the event that any or all of the other universities enter into agreements with the awarded vendor based on this RFQ, CCSU reserves the right to revisit the fee structure for potential discounts due to additional volume or economies of scale.

## **Section 2. Scope of Work**

### **2.1 BACKGROUND**

CCSU is one of four universities in the Connecticut State University system, the others being Eastern Connecticut State University in Willimantic, CT., Southern Connecticut State University in New Haven, CT., and Western Connecticut State University, in Danbury, CT. Founded in 1849, CCSU is the oldest public institution of higher education in Connecticut. In the fall semester of 2005, the University enrolled 12,315 students in 84 programs of study offered in four schools.

The University's Information Technology Services department (ITS) provides high quality information technology and communication services to the University Community in support of CCSU's mission and strategic goals.

ITS supports instruction, research, administration and public service through:

- Effective use of computing and communication technologies
- Academic and administrative services
- Communication and multimedia delivery systems
- Identification of new technologies and services
- Education and guidance to users

ITS has been using VMware product for approximately three years and currently owns eight ESX server processor licenses (VM Infrastructure Server 3 Standard edition) and plans on expanding its virtual infrastructure.

### **2.2 OBJECTIVES**

To help and support ITS in its constant effort to provide exceptional services to the CCSU community and support and maintain CCSU's technology infrastructure, CCSU is seeking to enter into a multiyear contract with a VMware VIP Enterprise Premier level vendor to provide VMware products, services, and support.

## **Section 3. Proposal Requirements**

### **3.1 RESPONSE FORMAT REQUIREMENTS**

Each proposal must include a table of contents with section numbers for each of the required components of the proposal. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

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

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

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

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

### **3.2 SPECIFIC PROPOSAL RESPONSES**

The following response requirements are to be addressed in the Vendor's response.

1. Provide a brief history of your firm and its history of providing VMware products and services for universities or other similar institutions (i.e. hospitals) as a VIP Enterprise Premier partner.
2. Explain VMware's Volume Purchasing program and how it would affect CCSU's discount structure as use and value of the contract increased. If other universities in the CSU system took advantage of the resulting contract, how would that affect CCSU's discount structure? Explain.
3. Describe how your company would support CCSU's ITS department with on-site support, training and other resources either from VMware or directly from your firm.

### **3.3 REFERENCES**

- Provide a listing of references from current or former clients at institutions to whom the bidder has provided similar services as described in this RFP, particularly references from other higher education organizations of similar size to CCSU. Use Appendix I
- General qualifications and experience as they relate to the following -
  - A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.

History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.

History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.

### 3.4 PRICING STRUCTURE

- Provide a percentage off published list price for VMware products (including Data Center, Development and Testing, Enterprise Desktop, Free Virtualization, and Accelerator Products)

\_\_\_\_\_ %

If the bidder prefers to offer different discount structures for different categories of products, explain (attach additional pages if necessary) –

- Provide pricing for On-Site VMware Education and Consulting services (attach additional pages if necessary) –
- Provide pricing or cost structure for renewing licenses (attach additional pages if necessary) –
- Do the above prices reflect all appropriate VMware educational discounts? (attach additional pages if necessary) –

## **Section 4. Bid Evaluation Criteria**

**Evaluation** – The award of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a service and financial evaluation.

The award shall be made to the most responsive bidder offering the best value as determined by the University. All Vendors 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 University will include in its evaluation: proposals, presentations (if requested), references and interviews.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor's response to the following criteria:

### **Criteria**

#### **1. Qualifications and Experience**

- Prior Experience including References and current clients list
- Status as a VMware VIP Enterprise Premier partner
- General qualifications and experience as they relate to compliance with CT contracting statutes and regulations, including Ethics

#### **2. Proposed Services**

- Demonstrated ability to provide on site support, training etc

#### **3. Fee Structure**

**Information Required:** Proposals should be presented by following the paragraph and numbering scheme of the RFP and provide the RFP statement as well as the response. Vendors should avoid simple statements such as "Will Comply" or "Yes", and explain answers in full. Specific areas to be addressed are:

**General Response Requirements as explained in Section 3**

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

**Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

**Review of References:** Each proposer is required to provide a list of references as requested above with which it has provided services similar to the one in this RFP. Please include name, title, and telephone number of a contact person at each institution. The University reserves the right, but is not obligated to, contact any organization or institution and review the system installed and implemented by any proposer as a reference.



**Supplier Representatives:** Proposer must identify the people it anticipates representing the Vendor in developing and implementing the Agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

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

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

## Appendix I. REFERENCES

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

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

## Appendix II. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Marcus White Annex room 006, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:

Title of Proposal: VMware Virtualization software and services

RFP Number: S067029

Proposal Due Date: 3:00 P.M., December 19, 2006

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and three (3) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to 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. CCSU 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:

Thomas J. Brodeur, C.P.M.  
Director of Purchasing  
Marcus White Annex room 006  
New Britain CT 06050  
Phone: (860) 832-2531  
Fax: (860) 832-2523  
Email: brodeur@ccsu.edu

### **Appendix III. PROPOSAL CERTIFICATION**

The undersigned bidder, in response to CCSU's Request for Proposal for VMware Virtualization software and servicesS067029, having carefully examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

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

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

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(phone no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(fax no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(federal I. D. no. or SSN)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

\_\_\_\_\_  
(title)

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**Appendix IV. REQUIRED FORMS**

**CHRO - CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS**

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 the awarding of 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 32-9e of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of section 46a-68j-21(11) of the Connecticut 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 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 EEO-1 data 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.

\*INSTRUCTION: Bidder must sign acknowledgment below, and return acknowledgment to Awarding Agency along with bid proposal.

=====  
The undersigned acknowledges receiving and reading a copy of the "Notification to Bidder's" form.

\_\_\_\_\_  
signature

\_\_\_\_\_  
date

On behalf of:  
\_\_\_\_\_  
\_\_\_\_\_

PROJECT NO. \_\_\_\_\_

## EEO-1 Form

<b>SECTION D - EMPLOYMENT DATA</b> Employment at this establishment. Report all permanent, temporary or part-time employees including apprentices and trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and columns. Blank spaces will be considered zeros.											
	<b>NUMBER OF EMPLOYEES</b>										
	<b>MALE</b>						<b>FEMALE</b>				
<b>Job Categories</b>	Overall totals (B thru K)	White not of Hispanic Origins	Black not of Hispanic Origins	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native	White not of Hispanic Origins	Black not of Hispanic Origins	Hispanic	Asian or Pacific Islander	American Indian or Alaskan Native
	<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>	<b>E</b>	<b>F</b>	<b>G</b>	<b>H</b>	<b>I</b>	<b>J</b>	<b>K</b>
Officials and managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (skilled)											
Operatives (semi-skilled)											
Laborers (unskilled)											
Service Workers											
<b>Total</b>											

Address of office the above statistics reflect:

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Prepared by \_\_\_\_\_

**CONTRACT COMPLIANCE QUESTIONNAIRE**

**YOU MUST FILL OUT AND RETURN THIS QUESTIONNAIRE AND RELATED NOTIFICATION TO  
BIDDERS AND EEO-1 FORMS BEFORE YOUR BID WILL BE CONSIDERED.  
FAILURE TO COMPLY WILL RESULT IN DISQUALIFICATION OF BID.**

\*\*\*\*\*

The awarding agency will consider answers to the questions when reviewing bidder's qualification under the contract compliance requirements:

- a) Have you successfully implemented an Affirmative Action Plan?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- b) If the answer to (a) is no, do you intend to develop an Affirmative Action Plan?  
\_\_\_\_\_ Yes (Time Frame \_\_\_\_\_) \_\_\_\_\_ No
  
- c) Have you successfully developed an apprenticeship program complying with sections 46a-68-1 top 17, inclusive?  
\_\_\_\_\_ Yes \_\_\_\_\_ No
  
- d) If yes, please list type of program. If no, do you intend to develop a program?  
Type of program \_\_\_\_\_  
\_\_\_\_\_ Yes, we intend to develop a program.  
\_\_\_\_\_ No, we do not intend to develop a program.
  
- e) Please submit EEO-1 data (separate form) indicating the racial and sexual composition of your work force. If out of state contractor, please indicate your labor market area and the percentages of women and minority members employed in similar professions:  
\_\_\_\_\_ % women in market area \_\_\_\_\_ % minorities in market area
  
- f) Are subcontractors being used to complete contract specifications? If yes please attach list.
  
- g) Do you plan to set aside a portion of this contract for legitimate minority business enterprises?  
\_\_\_\_\_ Yes \_\_\_\_\_ No

Signature \_\_\_\_\_ Date \_\_\_\_\_

On behalf of \_\_\_\_\_



STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift affidavit to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. 4-250 and 252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, \_\_\_\_\_, am authorized to execute the attached contract on behalf of the \_\_\_\_\_ (the "Contractor"). I hereby certify that between \_\_\_\_\_ (planning date) and \_\_\_\_\_ (date of the execution of the attached contract) that neither myself the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of this bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12) to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

Name of Benefactor Name of Recipient Gift Description Value Date of Gift

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor ant agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

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

Signature Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_

Commissioner of the Superior Court
Notary Public

"GIFT" IS DEFINED UNDER Conn. Gen. Stat. §1-79(e), excluding subdivision (12) as follows:

(e) "Gift" means anything of value, which is directly and personally received, unless consideration of equal or greater value is given in return. "Gift" shall not include:

(1) A political contribution otherwise reported as required by law or a donation or payment as described in subdivision (9) or (10) of subsection (b) of section 9-333b;

(2) Services provided by persons volunteering their time;

(3) A commercially reasonable loan made on terms not more favorable than loans made in the ordinary course of business;

(4) A gift received from (A) an individual's spouse, fiance or fiancée, (B) the parent, brother or sister of such spouse or such individual, or (C) the child of such individual or the spouse of such child;

(5) Goods or services (A) which are provided to the state (i) for use on state property, or

(ii) to support an event or the participation by a public official or state employee at an event, and (B) which facilitate state action or functions. As used in this subdivision, "state property" means (i) property owned by the state, or (ii) property leased to an agency in the Executive or Judicial Department of the state;

(6) A certificate, plaque or other ceremonial award costing less than one hundred dollars;

(7) A rebate, discount or promotional item available to the general public;

(8) Printed or recorded informational material germane to state action or functions;

(9) Food or beverage or both, costing less than fifty dollars in the aggregate per recipient in a calendar year, and consumed on an occasion or occasions at which the person paying, directly or indirectly, for the food or beverage, or his representative, is in attendance;

(10) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed legislative reception to which all members of the General Assembly are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception;

(11) Food or beverage or both, costing less than fifty dollars per person and consumed at a publicly noticed reception to which all members of the General Assembly from a region of the state are invited and which is hosted not more than once in any calendar year by a lobbyist or business organization. For the purposes of such limit, (A) a reception hosted by a lobbyist who is an individual shall be deemed to have also been hosted by the business organization which he owns or is employed by, and (B) a reception hosted by a business organization shall be deemed to have also been hosted by all owners and employees of the business organization who are lobbyists. In making the calculation for the purposes of such fifty-dollar limit, the donor shall divide the amount spent on food and beverage by the number of persons whom the donor reasonably expects to attend the reception. As used in this subdivision, "region of the state" means the established geographic service area of the organization hosting the reception;

(12) A gift, including but not limited to, food or beverage or both, provided by an individual for the celebration of a major life event;

(13) Gifts costing less than one hundred dollars in the aggregate or food or beverage provided at a hospitality suite at a meeting or conference of an interstate legislative association, by a person who is not a registrant or is not doing business with the state of

Connecticut;

(14) Admission to a charitable or civic event, including food and beverage provided at such event, but excluding lodging or travel expenses, at which a public official or state employee participates in his official capacity, provided such admission is provided by the primary sponsoring entity;

(15) Anything of value provided by an employer of (A) a public official, (B) a state employee, or (C) a spouse of a public official or state employee, to such official, employee or spouse, provided such benefits are customarily and ordinarily provided to others in similar circumstances; or

(16) Anything having a value of not more than ten dollars, provided the aggregate value of all things provided by a donor to a recipient under this subdivision in any calendar year shall not exceed fifty dollars.

## Form 2

**STATE OF CONNECTICUT**  
**OFFICE OF POLICY AND MANAGEMENT**  
**Policies and Guidelines**

**Campaign Contribution Certificate**

*Campaign contribution certification to accompany State Contracts with a value of more than \$50,000 or more in a calendar or fiscal year, pursuant to Conn. Gen. Stat. 4-250 and Governor M. Jodi Rell's Executive Orders No. 1,, para. 8 and No. 7C, para. 10*

I, \_\_\_\_\_, hereby certify that during the two-year period  
Type/Print Name ,Title and Name of Firm or Corporation  
preceding the execution of the attached contract, neither myself nor any principals or key personnel of the  
\_\_\_\_\_ who participated directly, extensively and substantially in the  
Name of Firm or Corporation  
preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
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List information here

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

\_\_\_\_\_  
Signature Date

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 200\_

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

Revised 07/01/06

**Form 5**

**STATE OF CONNECTICUT**  
**OFFICE OF POLICY AND MANAGEMENT**  
**Policies and Guidelines**

**Consulting Agreement Affidavit**

*Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.*

*This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of Chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.*

I, \_\_\_\_\_ (type/print name, title, and name of firm or corporation) hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

\_\_\_ Yes      \_\_\_ No Is the Consultant a former state employees or public official?

*If yes, provide the following information about the former state employee or public official:*

- Former Agency:
- Date Such Employment Terminated:

**Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this contract.**

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

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

Subscribed and Sworn before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
Notary Public

Revised 12/21/05

Form 6A

**STATE OF CONNECTICUT  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS  
(Bid or Proposal)**

INSTRUCTION: Contractor must sign the acknowledgement below and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor acknowledges (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On Behalf of:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City

\_\_\_\_\_  
State

\_\_\_\_\_  
Zip

\_\_\_\_\_  
Federal Employee Identification Number (FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act No. 05-287

Rev10/16/06

## **Appendix V. RFP RESPONSE CHECK LIST**

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

- Signed Proposal Certification (Appendix III)
  
  - Form of Proposal (complete response to requirements in Section 3)
  
  - References, including past or current contracts with the State of Connecticut or its agencies
  
  - CHRO Paperwork including Gift Certification, Campaign Contribution Certificate, Consulting Affidavit, and Affirmation of Receipt of Summary of State Ethics Laws
-

# 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](http://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

1. If required by this RFP, the proposal must be accompanied by bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.

2. The proposal bond must be executed by the proposer as follows:
  - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
  - (b) If the proposer is a partnership - must be signed by a general partner;
  - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as . . . ."
3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

### III. CONTRACT AWARD

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

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

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

#### A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages,



- liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
  5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
  6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
  7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7A.
  8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
  10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
  11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
  12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety

require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.

13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

#### **B. Insurance**

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
  - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
  - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
  - (c) Professional Liability: \$1,000,000 limit of liability.
  - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:

- (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
- (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
- 3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
- 4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
- 5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
- 6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
- 7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

**C. Bonds**

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

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

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

**D. Delivery**

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

**E. Inspection and Tests**

- 1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.

- 2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
- 3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

**F. Advertising**

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

