



Central Connecticut State University

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

**Purchasing Department**

## **Request for Proposal Number S089004**

### **Trainers and Consultants to assist in the assessment and development plan for Disadvantaged Business Enterprises**

#### **Section 1. Administrative Overview**

##### 1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from qualified individuals and companies to provide Training and Consultant services to assist in the assessment and development plan for Disadvantaged Business Enterprises

##### 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 Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

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

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

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

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|--------------|--|
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#### 1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on June 2, 2008. Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. See section 1.8

#### 1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus two (2) copies of the proposal. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on June 13, 2008, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

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

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

**RFP S089004, Provide Trainers and Consultants to assist in the assessment and development plan for Disadvantaged Business Enterprises, submitted by (Name of Contractor)**

#### 1.6 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Contractors in preparing or submitting a proposal or presentation 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.
- The Contractor is in default of any prior contract or for misrepresentation

## 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 RIGHTS RESERVED

CCSU 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 CCSU will be served. Should CCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

## 1.10 FINAL CONTRACT

CCSU intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract.

## 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

Training and consulting services for those selected, will be scheduled through June 30, 2011.

## 1.14 RFP TERMS AND CONDITIONS

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

to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting contract.

#### 1.15 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.

#### 1.16 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.

#### 1.17 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.

#### 1.18 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.

#### 1.19 RECYCLED MATERIALS

The University and the State of Connecticut has a commitment to encourage the purchase and use of recycled and recyclable materials whenever technically or economically feasible or required by law. Proposers are encouraged to use recycled or recyclable supplies.

#### 1.20 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.

#### 1.21 GOVERNOR RELL'S EXECUTIVE ORDER 14

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

#### 1.22 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU 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.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

## **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 is the largest of the four universities in the Connecticut State University System.

The Institute of Technology and Business Development (ITBD) is a University-based outreach function dedicated to building the Connecticut economy by providing competitive advantages to business and industry through access to technical training, skill development, industrial modernization, marketing and financial and networking opportunities. ITBD is located at 185 Main Street, New Britain, Ct.

For more information on ITBD, visit <http://www.ccsu.edu/ITBD/>

### **2.2 OBJECTIVES**

As a response to The Connecticut Department of Transportation's (DOT) request for an assessment and development plan for Disadvantaged Business Enterprises (DBE), ITBD will be initiating a search for trainers and consultants to complete this project. A DBE has to meet certain criteria, many of which are socially and economically disadvantaged minority owned and controlled construction or consulting firms.

It is ITBD's intent to select several qualified trainers and consultants to provide training in areas of assessment of business processes, development of these programs and training to affect positive outcomes and the monitoring of the implementation of these outcomes.

Qualified trainers and consultants will assist DBE's at various locations throughout Connecticut and Southern Massachusetts. Hourly rate should be applied only to time spent at a client location. No charges for travel time or expenses shall be allowed. The hourly rate allowed shall be \$75.00 per hour. See Section V Bid Evaluation Criteria for more information.

### **2.3 SCOPE OF WORK**

The project will be initiated in phases in the following manner:

- An assessment tool will be used to rate the progress of each DBE. Rating will take place at initial assessment, mid-way, and at program completion.
- Performance of business assessment to examine the condition of the DBE, which will include an assessment interview, data interpretation and analysis and presentation of findings (10 hours per DBE, Phase I).
- Creation of development plan derived from the business assessment. Focus will be the deficient areas detailed in the presentation findings. Then implementing the development plan and monitoring the progress of the implementation. A signed business plan is the final outcome of efforts and evidence of completion (25 hours per DBE, Phase II).
- There will be additional training available, upon approval of the CT DOT, if the DBE successfully completes Phases I & II of the Business Development Plan. This training will be to assist the DBE in the improvement of their business processes.

### **Section 3. Proposal Requirements**

#### **1. Response Requirements**

Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a written 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. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. No fewer than an original and number (#) copies of the proposal shall be submitted.

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 considered as unresponsive and disregarded.

#### **2. Proposer Qualifications and Information**

The specifications in Section 3.2 must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

Requirements –

Trainers and Consultants must have documented professional experience and qualifications in the assessment, development and implementation of a business plan as well as in the following knowledge areas. Your response should clearly demonstrate your specific experience and qualifications in any of the appropriate following areas.

##### **a. Financial Management Services**

Project cost comparison and financing, accounting, bond packaging, asset and debt management, change orders, cash flow analysis, insurance requirements, loan packaging and business plan development, which is a requirement of each DBE.

##### **b. Construction Management Services**

Job cost report preparation, job scheduling, analysis of ongoing project requirements, contract performance problem resolution, quality control, interpretation of plans and specifications, subcontract development and preparation of certified payrolls.

##### **c. Operational Management Services**

Organizational development, business plan preparation, administrative operations, time management, automated record keeping, decision making practices.

##### **d. Procurement**

Identification of contract opportunities, development of marketing strategies, and assistance with bid and request for proposal preparation.

### **e. Bid Document Interpretation**

Clarity of DBE bid documents, accuracy of DBE's bid submittal with respect to completeness and compliance with bid documents, accuracy of manpower and labor allocation to meet the construction schedule.

Instructors and consultants selected do not necessarily have to possess all the skills noted. Copies of any pertinent certifications, degrees, a current resume, and a list of any previous clients or contracts with the State of Connecticut shall be submitted with RFP response.

### **Response requirements –**

All responses MUST include the following –

- Documented professional experience and qualifications
- Copies of any pertinent certifications, degrees, etc.
- Current resume for all persons to be considered under this RFP
- List of clients for whom you have performed these services
- Indication by topic (as listed above, requirements a – e) of any particular areas of strength, expertise, etc.
- General qualifications and experience as they relate to the following -
  1. 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.
  2. 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.
  3. 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. Subcontracting**

If the bidder intends to subcontract any portion of the resulting award, the terms of the proposal subcontract are to be disclosed as part of the bidder's response. The University may request additional information related to any subcontracted facility.



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

Evaluation – Selection of qualified trainers and consultants will be made by ITBD personnel and will be based on responses to the preceding criteria in Section 3 including but not limited to: certifications and degrees, prior experience and references. ITBD reserves the right to interview any and all respondents prior to issuance of any award or contract.

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 award shall be made to the most responsive bidder(s) 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, and references. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the resulting contract.

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:

#### **Evaluation Criteria**

Each proposal will be evaluated by a screening committee against the following criteria to determine which proposal is most capable of providing the requested product and services.

- Demonstrated ability, based on RFP response, experience, qualifications and references, to provide the services requested.
- Vendor's ability to establish the University's confidence that their proposal will meet ITBD expectations and the requirements described herein
- Location of vendor offices and/or relative proximity of vendor to New Britain and to Connecticut
- Fee or Rate Structure
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO)
- General qualifications and experience as they relate to compliance with CT contracting statutes and regulations, including Ethics

The order in which the above selection criteria are listed is not indicative of their relative importance.

**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 may request formal presentations of proposals at dates and times to be determined. Presentations shall include questions and answers. It is anticipated that such presentation will not exceed one (1) hour, but additional time may be made available if needed. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer. CCSU reserves the right to require presentations from all proposers or from a “short list” of finalists.

**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.

**The University will include in its evaluation:** proposals, presentations (if conducted), and references. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. 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.

**Open Enrollment:** This is an “Open Enrollment” award. CCSU reserves the right to add trainers and/or consultants to contracts under this RFP if (1) an unmet need is identified, and (2) the added trainers and consultants can meet the requirements of this RFP.

### Appendix I. REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization provides or provided services similar to the size and scope of the operation at 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: Trainers and Consultants to assist in the assessment and development plan for Disadvantaged Business Enterprises

RFP Number: S089004

Proposal Due Date: 3:00 P.M., June 13, 2008

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and two (2) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 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](mailto:brodeur@ccsu.edu)

**Appendix III. PROPOSAL CERTIFICATION  
Request for Proposal S089004**

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

Firm \_\_\_\_\_

Authorized  
Signature \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

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

Date \_\_\_\_\_

**Appendix IV. REQUIRED FORMS**  
**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES**  
**CONTRACT COMPLIANCE REGULATIONS**  
**NOTIFICATION TO BIDDERS (rev 09/17/07)**

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

The following two (2) sided 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 bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

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

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

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

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

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 (Page 3)**  
PART I - Bidder Information

|   |   |
|---|---|
| Company Name<br>Street Address<br>City & State<br>Chief Executive | Bidder Federal Employer Identification Number _____<br>Or<br>Social Security Number _____   |
| Major Business Activity (brief description)                       | Bidder Identification (response optional/definitions on page 1)<br><br>-Bidder is a small contractor. Yes__ No__<br>-Bidder is a minority business enterprise Yes__ No__<br>(If yes, check ownership category)<br>Black__ Hispanic__ Asian American__ American Indian/Alaskan<br>Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__<br>Female__<br><br>-Bidder is certified as above by State of CT Yes__ No__<br><br>- DAS Certification Number _____ |
| 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__<br><br>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__<br><br>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__ | 12. Does your company have a written affirmative action Plan? Yes__ No__<br>If no, please explain.<br><br>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__<br>If yes, give name and phone number. |

**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\_\_

PLEASE COMPLETE REVERSE SIDE

| JOB CATEGORY *                      | OVERALL TOTALS | WHITE (not of Hispanic origin)                  |        | BLACK (not of Hispanic origin) |        | HISPANIC |        | ASIAN or PACIFIC |        | 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          |                | RES 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 |  |  |                                   | 3. Describe below any other practices or actions that you take which show that you hire, train, 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                     |  |  |  |  |
|   |     |    |                                    |  |  |  |                                   |  |  |  |  |

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) |
|-------------|---------|---------------|-------------|



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

**CHECK ONE:**  Initial Certification  Annual Update (Multi-year contracts only.)

### GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principal or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

### CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |

**Lawful Campaign Contributions to Candidates for the General Assembly:**

| <u>Contribution Date</u> | <u>Name of Contributor</u> | <u>Recipient</u> | <u>Value</u> | <u>Description</u> |
|--------------------------|----------------------------|------------------|--------------|--------------------|
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |
|                          |                            |                  |              |                    |

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

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

\_\_\_\_\_  
Signature of Authorized Official

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court (or Notary Public)

**For State Agency Use Only**

\_\_\_\_\_  
Awarding State Agency

\_\_\_\_\_  
Planning Start Date

\_\_\_\_\_  
Contract Number or Description

### **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 with Commission/Guarantee proposal (Appendix III)
- [     ]     Form of Proposal (complete response to requirements in Section 3)
- [     ]     References (Appendix I)
- [     ]     Forms included in Appendix IV (Contract Compliance Monitoring Report, OPM Ethics Form 1)

# 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**

**No Bid Bond required with this RFP**

### **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 an

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**

**Not applicable to this RFP.**

**C. Bonds**

**No Performance, labor or Material Bonds required with this RFP**

**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.

**Central Connecticut State University is an equal opportunity employer**

