

REQUEST FOR QUOTATION

Please quote on the commodities or services listed below. **All prices must be FOB Destination.** You must show Unit Price, Amount and Total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid

This is NOT an order to ship.

The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. CCSU reserves the right to reject in whole or in part any or all bids submitted.

	DOR N RESS	AME	BID NUMBER – E078095 BID DUE DATE: April 10, 2008 3:00 PM DATE ISSUED: March 26, 2008				
		(return to) onnecticut State Unive					
1615	5 Stan	g Department, Marcus ley Street in CT 06050-4010					
		Agency) Brodeur, C.P.M.	Prepared by: Thomas Brodeur, Director of Purcha Phone 860-832-25	asing		C.G.S.	g Authority: 10a-151b 5. 4a-52a
Item		DESCRIPTION	1	Unit	Quantity	Unit Price	Extension
	Produ- No su See at CCSU manuf based Return requir the CO	ration Project. ct ONLY. Installation is NOT par bstitutions. To comply with Car tached two pages, product list reserves the right to issue a total facturer, system/product group, or on bid structure and the best inter in this page, the two pages of the p ed Bidder Contract Compliance N CSU Purchasing Department in a d "CCSU RFQ E078095", by 3:0	mpus Standards. award or a split (by r line item) award rest of the University. product list, and the Monitoring Report to sealed envelope,				
To beVendor Authorized SigncompletedPrinted Nameby bidderCash Discount PaymentCompany FEIN			erms%				

		CCSU RFQ E0780					
Make	Model	Product Group Desc	ription		<u>Quantity</u>	Unit Price	Extended Price
		Video Playback and	d Record	Upgrade			
Panasonic	AG-DV2500	MiniDV Deck			2 each	\$	\$
		Video Control Rooi	m Switch	or			
EchoLab	Opera 3408/3416	Video Switcher			1 each	\$	\$
						· •	
		New Studio Video					
Sony	CCU-D50/D50P	Camera Control Unit	t		1 each	\$	_ \$
0		0			4		¢
Sony	DXC-D55	Camera			1 each	\$	_ \$
Sony	CA-D50	Camera Adaptor			1 each	\$	\$
Sony	DXF-51	Camera View Finder	•		1 each	\$	\$
	007/7					•	
Sony	CCZ-AD50	50 meter camera cal	ble.		1 each	\$	_ \$
Sony	VCTU14	Plate			1 each	\$	\$
Cony						Ψ	Ψ
Fujinon	A13X6.3BERM	Lens			1 each	\$	\$
-							
Fujinon	MS-01	Rear Zoom and Foc		ontrol Kit	1 each	\$	_ \$
		for ENG/EFP Lenses					•
		Subtotal for New S	tudio Vid	eo Camera			\$
		Mulit Image Display	v and Δna	alog to SDI	Conversio	n	
Miranda	ASD-271p	Analog to SDI conve	erter		8 each	\$	\$
	•	_					
Miranda	pL-Tray	10 port power supply	/ and rack	mount	1 each	\$	_ \$
		for ASD-271p					
Miranda	Kaleido-ALTO-HD	Multi Image Process	or		1 each	\$	\$
IVIII al lua	(Composite Version)	Multi Illiage Flocess			i each	Ψ	\$
		Subtotal for Mirada	In				\$
		Timer Display Upg					•
ESE	ES-993U	6 Digit Serial Slave I	Remote		1 each	\$	\$
		Display Clock					
		Clear-Com Headset	t Commu	nications l	Ingrade		
Clear-Com	MS-702 Rack-Mount						
Clear-Com	IF4W4	Interface			1 each	\$	\$
		Control Doom Virtu	el Dianta				
Samsung	PPM63M7FB	Control Room Virtu Plasma Monitor	iai Dispia	ly Panel	1 each	\$	\$
Gambung					1 Caon	Ψ	Ψ
Chief	PF12000B	4' – 7' adjustable sta	ind		1 each	\$	\$
Chief	PSB2133	plasma mounting bra			1 each	\$	\$
		Subtotal for Virtual	Display I	Panel			\$
		Microphones					
Shure	SM93	Omni-Directional Lav	valier Con	Idenser	6 each	\$	\$
Shure		Microphone with Pre			0.0001	Ψ	_ ¥
			1				
	Vendor Name						
	Vendor Name Authorized Signature						

<u> </u>		8095 Produc	t jet _ Pr				
	<u>550 KFQ EU/8</u>	0090 Produc	a List - Pa	<u>ige 2 of 2</u>			
	Control Room Fu	rniture					
53012	Base consol			6 each	\$	\$	
F8151	Flat nanel mount			4 each	\$	\$	
						Ψ	
53083	Stationary Shelf			2 each	\$	\$	
52090	Speaker shelf			1	¢	¢	
53080	Speaker shell			T each		⊅	
S53463	Three-Bay 13-1/4"	O Work Surfa	ace Shelf	2 each	\$	\$	
50000					•	•	
53228	LCD/3 Shelf Suppo	ort Brackets		6 each	\$	\$	
53181	Single Bay Shelf B	acket Filler		6 each	\$	\$	
53121	Base/Slope Side P	anels		2 each	\$	\$	
53282	Base/Slope Lift-Off	Rear Panel		6 each	\$	\$	
53062	Anti-Tip Stainless S	Steel Footres	st	4 each	\$	\$	
53273	Rack Extension Mo	dule		2 each	\$	\$	
55215			urniture			\$	
	Studio Telepromp	ter Equipm	ent				
P/2 DA6xi	SVGA - DA			1 each	\$	\$	
LC-150MP				2 each	\$		
	Subtotal for Telep	rompter Eq	uipment			\$	
-	Engineering Scop	es and Equ	ipment Ra	acks			
					-	-	
VRK-44-31H	Equipment Racks			2 each	\$	\$	
VDA-16	Video DA			2 each	\$	\$	
ADA-16	Audio DA			2 each	\$	\$	
DAT-1	Rack Mount Frame			2 each	\$	\$	
				2 00011			
ATS51-RM	ТВС			1 each	\$	\$	
W/EM6120				1 oach	¢	¢	
WT W0120				i each		Ψ	
(option) AD	Analog/Digital Audi	o Mod		1 each	\$	\$	
	Fire dia managina ilitta		1	4 h		*	
			ent,	i each	⊅	Þ	
UPS RM 750VA	UPS			2 each	\$	\$	
l	Subtotal for Scop	es and Racl		\$			
Vendor Name							
Authorized Signature		_					
		1					
	F8151 53083 53080 S53463 53228 53181 53121 53282 53062 53273 S3273 VRK-44-31H VRK-44-31H VDA-16 ADA-16 VAT-1 ATS51-RM WFM6120 (option) AD (option) EYE UPS RM 750VA Vendor Name	Control Room Fun 53012 Base consol F8151 Flat panel mount 53083 Stationary Shelf 53080 Speaker shelf 53080 Speaker shelf 53228 LCD/3 Shelf Suppor 53181 Single Bay Shelf Button 53228 LCD/3 Shelf Suppor 53181 Single Bay Shelf Button 53282 Base/Slope Side Putton 53062 Anti-Tip Stainless Station Mode 53273 Rack Extension Mode 53273 Rack Extension Mode Studio Teleprompter Subtotal for Contract VIA-16 SVGA - DA LC-150MP Teleprompter Subtotal for Telep Subtotal for Telep VRK-44-31H Equipment Racks VDA-16 Video DA ADA-16 Audio DA MFM6120 SDI WFM (option) AD Analog/Digital Audi (option) AD Analog/Digital Audi (option) AD Analog/Digital Audi (option) AD Analog/Digital Audi (option) AD Subtotal for Scop Vendo	Control Room Furniture 53012 Base consol F8151 Flat panel mount 53083 Stationary Shelf 53080 Speaker shelf 53083 Three-Bay 13-1/4"D Work Surfa 53228 LCD/3 Shelf Support Brackets 53181 Single Bay Shelf Bracket Filler 53181 Single Bay Shelf Panels 53282 Base/Slope Side Panels 53062 Anti-Tip Stainless Steel Footres 53062 Anti-Tip Stainless Steel Footres 53062 Anti-Tip Stainless Steel Footres 53273 Rack Extension Module Stubtotal for Control Room Ft Image: Studio Teleprompter Equipm P/2 DA6xi SVGA - DA LC-150MP Teleprompter Subtotal for Teleprompter Equipm VDA-16 Video DA VDA-16 Video DA VDA-16 SDI WFM MTBC Image: SDI WFM (option) AD Analog/Digital Audio Mod <	Control Room Furniture 53012 Base consol F8151 Flat panel mount 53083 Stationary Shelf 53080 Speaker shelf 53283 Three-Bay 13-1/4"D Work Surface Shelf 5328463 Three-Bay 13-1/4"D Work Surface Shelf 53284 LCD/3 Shelf Support Brackets 53181 Single Bay Shelf Bracket Filler 53282 Base/Slope Side Panels 53282 Base/Slope Lift-Off Rear Panel 53062 Anti-Tip Stainless Steel Footrest 53273 Rack Extension Module Studio Teleprompter Equipment P/2 DA6xi SVGA - DA LC-150MP Teleprompter Subtotal for Teleprompter Equipment VRK-44-31H Equipment Racks VPA-16 Video DA ADA-16 Audio DA DAT-1 Rack Mount Frame ATS51-RM TBC WFM6120	53012 Base consol 6 each F8151 Flat panel mount 4 each 53083 Stationary Shelf 2 each 53080 Speaker shelf 1 each S53463 Three-Bay 13-1/4*D Work Surface Shelf 2 each 53228 LCD/3 Shelf Support Brackets 6 each 53181 Single Bay Shelf Bracket Filler 6 each 53121 Base/Slope Side Panels 2 each 53282 Base/Slope Lift-Off Rear Panel 6 each 53062 Anti-Tip Stainless Steel Footrest 4 each 53273 Rack Extension Module 2 each Studio Teleprompter Equipment 1 each V2 DA6xi SVGA - DA 1 each LC-150MP Teleprompter 2 each Subtotal for Teleprompter Equipment 2 VRK-44-31H Equipment Racks 2 each VARK-44-31H Equipment Racks 2 each VAR-16 Video DA 2 each VPA-16 SDI WFM 1 each VFM6120 SDI WFM 1 each UPS RM 750VA UPS 2 each	Control Room Furniture 6 each \$	Control Room Furniture 6 each \$ 53012 Base consol 6 each \$ F8151 Flat panel mount 4 each \$ 53083 Stationary Shelf 2 each \$ 53080 Speaker shelf 1 each \$ 53080 Speaker shelf 1 each \$ 53228 LCD/3 Shelf Support Brackets 6 each \$ 53121 Base/Slope Side Panels 2 each \$ 53282 Base/Slope Lift-Off Rear Panel 6 each \$ 53062 Anti-Tip Stainless Steel Footrest 4 each \$ 53273 Rack Extension Module 2 each \$ Subtotal for Control Room Furniture \$ \$ VZ DA6xi \$VGA - DA 1 each \$ LC-150MP Teleprompter Z e

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.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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)

<u>White (not of Hispanic Origin)</u>- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black(not of Hispanic Origin)</u>- All persons having origins in any of the Black racial groups of Africa.

<u>Hispanic</u>-All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race. <u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

<u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)
	-Bidder is a small contractor. YesNo -Bidder is a minority business enterprise YesNo (If yes, check ownership category) Black Hispanic Asian American American Indian/Alaskan Native Iberian Peninsula Individual(s) with a Physical Disability Female
Bidder Parent Company (If any)	-Bidder is certified as above by State of CT Yes_ No_
Other Locations in Ct. (If any)	- DAS Certification Number
PART II - Bidder Nondisc	crimination 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? YesNo	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? YesNo	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? YesNoNA
5. Do you notify the Ct. State Employment Service of all employment openings with your company? YesNo	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? YesNo	12. Does your company have a written affirmative action Plan? Yes No If no, please explain.
6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? YesNo	· · · · · · · · · · · · · · · · · · ·
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? YesNo	13. Is there a person in your company who is responsible for equal employment opportunity? Yes No If yes, give name and phone number.

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information Date:

(Page 4)

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispar	ic origin)	(not of	ACK Hispanic igin)	HISP.	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 JOBTRAINEES JRES FOR THE SAME CATEGORIES AS A						IES AS ARE SH	IOWN 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)					heck (X) any of the below listed uirements that you use as a hiring lification	 Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train 			
			% of applicants provided by sourc	e		and promote employees without discrimination			
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)	

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.
- "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.
- "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.
- 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.
- 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

- Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
 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.
- 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.
 Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
- Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
 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.
- 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.
- Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
- 9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
- 10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
- 11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

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

C. Samples

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

D. Bonding Requirements / Guaranty or Surety

Not applicable to this RFQ.

III. CONTRACT AWARD

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

- 1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
- 2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
- 3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
- 4. The contactor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
- 5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
- 6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
- 7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17, 7C and 14.
- 8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims A gainst 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.
- 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.
 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 RFQ
- C. Bonds
 - Not applicable to this RFQ

D. Delivery

- 1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
- 2. Delivery shall be to the point specified in the contract.
- 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.

Connecticut State University is an equal opportunity employer.