



Central Connecticut State University

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

**Purchasing Department**

## **REQUEST FOR PROPOSAL NO E910093**

### **ACOUSTICAL CONCERT SHELL SYSTEM**

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

##### **1.1 INTRODUCTION**

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified companies to provide and install, complete and ready to use, one Acoustical Concert Shell System in Welte Hall

##### **1.2 AUTHORITY**

This RFP is issued 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, 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.

Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Required Forms (Bidder Contract Compliance Monitoring Report, OPM Ethics Forms, SEEC Form, nondiscrimination certification)
Appendix V	RFP Response Check List
Appendix VI	Standard CSU Bid Terms and Conditions
Appendix VII	Standard CCSU PO/PSA Terms and Conditions
Appendix VIII	Rigging Line Sets Chart

#### 1.4 MANDATORY PREBID

Mandatory pre-bid conference and site inspection to be held on Tuesday June 8, 2010 at 10:00 AM at **Welte Hall**. Late arrivals (10 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process. See the campus map for location information here - <http://www.ccsu.edu/page.cfm?p=2795>

#### 1.5a SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus one complete copy of their proposal electronically on CD. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on **June 17, 2010**, 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 E910093, Acoustical Concert Shell System, submitted by (Name of Contractor)

#### 1.6 COSTS FOR PROPOSAL PREPARATION

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

#### 1.7 DISQUALIFICATION OF PROPOSALS

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

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

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

1.8 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at <http://www.ccsu.edu/page.cfm?p=778>. and in the CCSU section at [http://www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) **It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.**

1.9 RIGHT TO WITHHOLD AWARDING OF CONTRACT

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

1.10 FINAL CONTRACT

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

1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

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

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

1.12 CONTRACT INVALIDATION

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

1.13 TERM OF CONTRACT

CCSU intends to make an award as soon as possible. The term of the initial contract shall be from date of awarding purchase order through delivery, installation, testing and training to payment of invoice.

1.14 ANTICIPATED COMPLETION

CCSU anticipates that the concert shell will be delivered, assembled and ready to use by December 31, 2010

1.15 PREVAILING WAGE RATES

Prevailing Wage Rates shall apply to this project.

1.16 RFP TERMS AND CONDITIONS

All proposals submitted under this RFP shall remain in effect for a period of one hundred twenty (120) days following the closing date to allow time for evaluation, approval and award.

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated award 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 Agreement. 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 agreement.

#### 1.17 ADVERTISING

In submitting a proposal, the Bidder 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.

#### 1.18 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 Bidder's activities involving third parties and arising from any contract resulting from this Request for Proposal.

#### 1.19 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.

#### 1.20 BONDS

10% Bid Bond must accompany bid proposal or proposal shall be disqualified. Performance, Labor and Material Bonds and current Certificate of Insurance naming CCSU as additionally insured will be required from awarded contractor.

#### 1.21 FORMATION OF AGREEMENT:

1.21a The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:

Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or

Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

1.21b Because the University may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

1.21c The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

1.21d Any Purchase Orders (PO) or Personal Services Agreements (PSA) issued as a result of this RFP will contain by reference all the specifications, terms and conditions in this RFP. The University's standard PO / PSA terms and conditions has been included for your review (See Appendix VII).

1.21e The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

## 1.22 ORDERING PROCEDURE

Requests for products or services will be issued by a valid PO or PSA number which must be obtained prior to performance by the contractor. All invoices, acknowledgements and any other correspondence must reflect the appropriate PO or PSA number.

## 1.23 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 was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university. CCSU enrolls nearly 7,000 full-time and more than 6,000 part-time students. Approximately 2,100 undergraduate students live in nine campus residence halls while the balance of the student population are commuters. There are approximately 850 full and part-time faculty and 524 other full-time personnel in clerical, maintenance, administrative and other support positions including student workers. The CCSU campus consists of 39 buildings on 165 acres. CCSU is located in a neighborhood on the northern edge of New Britain, 15 minutes from the state capital of Hartford and about two hours from New York City and Boston.

### **2.2 OBJECTIVES**

CCSU intends to contract with a qualified company provide and install one acoustical concert shell system in Welte Hall

### **2.3 SUMMARY OF SERVICES**

Services include but are not limited to demolition and disposal of existing shell system and complete installation of one new shell system, including project management & coordination, rigging, electrical upgrades, reconfiguring of existing rigging line sets, and providing additional stage weight, a Vortek Rigging Hoist System and a StageRight Acoustic Shell System.

Note that the references to brand names above are included for information only to provide guidance as to the type and style of Rigging system and Acoustical Concert Shell system CCSU desires. Companies are encouraged to propose systems as similar as possible to the specifications enclosed. If bidding a substitute or "equal", such substitutes must be clearly noted in the bid response and bidder MUST include COMPLETE information on the product being offered. Alternate or substitute bids without required information shall be deemed nonresponsive and will not be considered. All proffered alternates, substitutes or "equals" are subject to evaluation by CCSU. CCSU shall be the sole judge of whether any proposed item will fulfill its requirements for its intended purpose. For further information, see Connecticut State University System Standard Terms and Conditions section II.b.10.

### **2.4 SUMMARY SCOPE OF WORK**

- I. Reconfigure existing rigging line sets per line chart.
- II. Provide additional stage weight as follows:
  - 1 1000lbs. Lot of 1" x 6" steel plate stage weight
  - 1 4000lbs. Lot of 2" x 6" steel plate stage weight
- III. Provide and install StageRight Acoustic Shell System
- IV. Provide and install Vortek Rigging Hoist System for upstage Acoustic Shell Wall
- V. Provide and install electrical upgrades to furnish dimming capability to Acoustic Shell Lighting, including, but not limited to, the following:
  - 3 60' 12/9 SOW multi-cable
  - 3 Cable cradles
  - 3 B-512 box strain relief
  - 3 Gridiron junction boxes
  - 5 Strand CD80 dual 2.4k dimmer module
- VI. Provide Installation Services as follows:
  - Demolition & disposal of existing shell system
  - Labor to re-configure fly system
  - Labor to install new shell system
  - Project management & coordination

Selected contractor shall also be responsible for –

- Providing the services of manufacture representative(s) to train CCSU staff in the operation, programming, use and maintenance of the entire system.
- Project management and coordination which shall include, but not be limited to, coordination of all work, layout and installation of theatrical rigging with other adjacent work including but not limited to shell system, structural and auxiliary hoist connection steel (when applicable), light fixtures, HVAC equipment, water drains and fire suppression system components.
- Ensuring that all equipment and installations shall conform to the National Electrical Code (NEC), all applicable local building safety codes and OSHA regulations, and Entertainment Services and Technology Association (ESTA)/American National Standards Institute (ANSI) standards.
- Furnishing an Entertainment Services and Technology Association (ESTA) Entertainment Technical Certification Program (ETCP) certified project manager and/or head installer.
- Providing stamped engineer drawings for ALL installation and equipment (i.e. electrical drawings).

## 2.5 ACOUSTICAL SHELL

These specifications are based upon the Opus II Concert Shell System as manufactured by StageRight Corporation, Clare, Michigan (800-438-4499). If bidding a substitute or "equal", such substitutes must be clearly noted in the bid response and bidder MUST include COMPLETE information on the product being offered. To fully evaluate alternates or substitutes, CCSU reserves the right to request a sample of the acoustical reflective material including finishes and a videotape showing the set-up features of the product. Note that CCSU has pre-authorized the Wenger Diva as an approved equal. Any proffered shell still needs to meet minimum specifications as described in this RFP.

### 2.5.1 GENERAL DESCRIPTION

- A. Towers shall be self-supporting, sound reflecting structures equipped with leveling, nesting "A-shaped" counterweighted bases and all hardware necessary to safely transport them to and from storage and lock into place when in use position.
- B. Overhead ceiling shall be sound reflective panels supported from existing stage rigging including integral hardware for single pipe storage without interference with adjacent stage equipment.
- C. Equipment must be designed so that it may be arranged in all the configurations as outlined on the drawings.
- D. All items of the shell shall be guaranteed against defects in material and workmanship for a minimum period of one year. Selected manufacturer shall correct any such defects within the guaranteed period, with no cost to the owner.
- E. Three sets of detailed shop drawings and/or instructions shall be furnished by the manufacturer at installation.
- F. Original installation shall be in accordance with manufacturer's instructions and shall comply with all governing regulations and standards applicable to work. Installation shall be supervised by manufacturer or manufacturer's authorized representative.

### 2.5.2 CONSTRUCTION

- A. TOWERS      Side wall, all with two doors  
                  2 towers – 9'-10 ½" wide x 20'-2" high, sq top  
                  2 towers – 9'-10 ½" wide x 22'-2" high, sq top  
                  2 towers – 9'-10 ½" wide x 24' 2" high, sq top  
                  Back wall, without doors-flown  
                  35'-5 ¾" wide x 20'-2" high

- B. CEILINGS      Row 1 – 7'-10 ¼" deep x 47'-6 ½" wide, tapered ends, 6 hanger points, 7 light fixtures  
                         Row 2 – 10'-10 ¾" deep x 43'-3 ½" wide, tapered ends, 6 hanger points, 6 light fixtures  
                         Row 3 – 7'-10 ¼" deep x 36'-10" wide, tapered ends, 6 hanger points, 5 light fixtures
- C. LIGHT FIXTURES

The light fixtures are to be the Future Light 1000 as manufactured by Future Light Inc., Cleveland, Ohio (800-922-5356). If bidding a substitute or "equal", such substitutes must be clearly noted in the bid response and bidder MUST include COMPLETE information on the product being offered. Alternate or substitute MUST meet or exceed the following –

- Dimensions: 8 1/2"H x 14 1/2"W x 17 3/8"L. Unit weighs 18 lbs.
- Be able to accept a 350 to 1000 watt double-ended tungsten halogen lamp.
- Feature a gravity-balanced, textured aluminum reflector with a maximum operating angle of 15° off the front/back horizontal axis to accommodate the various ceiling angles possible in the orchestra shell.
- Provide alternate reflector mounting positions for use in extreme shell angles (0° to 30°).
- Have a reflector housing with hinged cover with heat-resistant borosilicate safety glass.
- Have a reflector that can pivot to the top of the unit to allow for lamp replacement from above through a hinged access cover in the housing.
- Have a mercury tip-over switch that can interrupt power to the lamp as the shell ceiling is tilted vertically to be raised into the fly loft.
- Include one U.L. listed connector strip for each row of ceiling panels with junction box at stage right.

D. SOUND REFLECTIVE PANELS

- All sound reflecting panels shall be laminated sandwich panels.
- Back skin shall be natural finish high pressure laminate.
- All exposed edges of individual panels shall be protected by an aluminum extruded frame/edging with injected molded corners. The extrusion shall provide a continuous edge slot to allow mechanical fastener attachment to the tower structural frame.
- Adhesive shall be high solid, pressure-cured, moisture-activated, urethane structural adhesive. Contact-type adhesives are not acceptable.
- Weight of panels must not be less than 2.5 lbs. per square foot of surface area excluding any framing weight.

E. TOWERS, SIDE AND BACK WALLS

- The base assembly shall incorporate a one-piece cast iron counterweight of significant weight to safely move the towers about the stage. Weight shall be permanently fastened to the tower frame.
- The base assembly shall be designed so that it will nest within the other to utilize a minimum of storage space.
- Structural frames shall incorporate tower wing hinges.
- Supply two (2) tower transporters that locks onto and lift the towers allowing them to move safely about the stage. Transporter shall allow towers to be moved in any direction to speed setup. Tower lifting shall be done using a hydraulic pump and rams. No device requiring an electrical power cord to transport towers will be allowed.
- Each base shall have three adjustable height levelers to allow for minor irregularities in the stage floor. At the installation of the towers, numbered markers shall be inserted flush with the stage floor indicating the location of each tower insuring consistent setup. Markers shall be coded to match each of the arrangements indicated on the drawing.



- Each side wall tower shall be equipped with two doorways for entering and exiting the performing area.
- All instructions pertaining to the safe handling and operation of the towers shall be affixed to the tower in plain view.

## F. OVERHEAD SOUND REFLECTORS

- Panels width dimensions shall match the approximate spacing of the rigging cable attachment to the pipe batten. No ceiling panel hanger shall be located more than 1'-6" from the cable/batten attachment. The design shall allow the entire row to be rotated to the storage position at one time by two people.
- There shall be no tools necessary to rotate panels for storage.
- Each row of overhead panels must be equipped with the necessary hardware to hang from recommended 1-1/2" schedule 40 pipe batten.
- Hardware must permit angular adjustment from horizontal plane to 40 degrees. The hardware must also have the capability of locking the panels in a vertical position so that they may be stored on the battens in the stage loft. Maximum storage space required will be 5" either side of the pipe batten center line when light fixtures are incorporated within the ceilings or 3" when no lights are added.
- All instructions pertaining to safe handling of the overhead panels shall be provided.

## 2.6 ACOUSTICAL THEATER RIGGING

These specifications are based upon catalog and/or model numbers for products manufactured by Vortek, a division of Daktronics, Inc. 7200 Rawson Road, Victor, New York, 14564 (585-924-5000). If bidding a substitute or "equal", such substitutes must be clearly noted in the bid response and bidder MUST include COMPLETE information on the product being offered.

### 2.6.1 GENERAL DESCRIPTION

- A. Furnish, complete, an automated theatrical rigging system, Vortek S Series theatrical rigging or approved equal, including hoists, power and control distribution and related control equipment. System shall consist of a self-contained hoist module using a single automated housing unit for each batten location. Each self-contained unit shall be comprised of all electronics, plugs, motors, sensing devices and lift lines. All wire rope shall have a design safety factor of 10:1 (safety factor depends on load distribution on the batten).
- B. Rigging shall be guaranteed against defects in material and workmanship for a minimum period of one year.
- C. The following shall be furnished by the manufacturer at installation –
1. Submit manufacturer's technical data for each type of product, material and device required for the work.
  2. Submit detailed shop drawings for fabrication and installation of rigging, hoists and related equipment. Indicate where scope of hoists and electrical work ends and electrical work by others begins.
- D. Installation shall be in accordance with manufacturer's instructions and shall comply with all governing regulations and standards applicable to work.
- E. System shall be commissioned by the manufacturer (certified technician) or manufacturer's authorized representative. Commissioning shall include but not be limited to: confirming that all terminations are in accord with the manufacturer's specifications, testing the operation of each hoist through its full range of

travel, setting normal and ultimate limits and testing emergency stop and braking functions. supervised by manufacturer or manufacturer's authorized representative.

- F. Note that CCSU is currently using Clancy rigging hardware elsewhere and will prefer Clancy rigging hardware in this new installation.

## 2.6.2 CONSTRUCTION

### A. GENERAL

1. Paint as required under this section shall be the manufacturer's standard finish and color except as noted.
2. All turnbuckles, clips, tracks, chains and other items of incidental hardware shall be furnished plated or painted.
3. Materials shall conform to appropriate ASTM standard specifications.
4. All materials used in this project shall be new, unused and of the latest design. Refurbished materials shall not be permitted.
5. In order to establish minimum standards of safety, the following factors shall be used:
  - a. Cables and fittings 10:1 Safety Factor
  - b. Cable bending ratio Minimum sheave diameter per wire rope user's manual
  - c. Maximum fleet angle 1 1/2 degrees
  - d. Steel 1/5 of yield
  - e. Bearings Two times required load at full speed for 2000 hours.
6. Mule blocks, cable rollers and guides shall be furnished, as required, to provide proper alignment and to maintain specified fleet angles.
7. Where dimensions and loading capacities have been omitted from this specification, they are to be determined by the bidder in accordance with accepted industry standards and guidelines.
8. The mechanical fabrication and workmanship shall incorporate best practices for good fit and finish. There shall not be any burrs or sharp edges to cause a hazard nor shall there be any sharp corners accessible to users.
9. Shop and field welding shall meet qualifications of the AISC manual and shall be without spatter or other evidence of poor practices.

### B. EQUIPMENT:

Furnish one VS2020-2: 7-line/ 30' travel/10 ft/min fixed speed / 4000 lbs capacity double purchased hoist each with 4 multi-line loftblocks, 1 single line loftblocks, and 7 snatchblocks with deadoffs.

Furnish one S Series Master Controller, wall mount, with control for 1 hoist.

Furnish one High Voltage Wireway (HVWW), 18" long with provisions for 1 hoist. Furnish complete with mounting straps.

Furnish one Low Voltage Wireway (LVWW – S Series), 18" long with provisions for 1 hoist. Furnish complete with mounting straps.

Furnish one 74'-0" A-14 aluminum rigging batten, as described herein.

### C. BATTEN HOISTING EQUIPMENT

A. Each batten location shall have a single Vortek (or equal) S Series Hoist Module attached either horizontally or vertically to structural steel provided by others. The hoist mounting orientation for this project shall be underhung.

B. Hoists shall have integral IEC standard totally enclosed fan cooled (TEFC) NEMA MGI brake motor with primary brake rated at a minimum of 150% of the motor torque, inverter duty AC motor and gearbox meeting AGMA standards with a minimum service factor of 1.0, attached to a Vortek mechanical load brake located intermediate the drum and the gearbox and a helically grooved glass filled Nylatron® drum that fully envelopes 100% of the wire rope diameter or alternative custom aluminum traveling drum. Each hoist module to contain one A/C flux vector motor drive, limit switches, electro-mechanical load sensing devices and all necessary controls, hoist wiring. Each unit to be tested by the manufacturer prior to shipment.

C. Hoist module shall incorporate a mechanical, continuously applied Load Brake which runs in addition to the Targeted Positioning Motor Brake rated at 150% of the motor torque. Wire rope drum to

load brake ratio shall be 1:1. The brake shall be engaged at all times and automatically adjusts its braking torque based on batten load. Braking shall occur instantaneously in the event of motor brake failure, drive system failure, drive shaft failure or power failure. Braking shall occur with virtually no impact to the load or to the structure to which the hoisting system is attached. Any type of over-speed brake, which engages randomly and requires recalibration after a single duty, crane brake, "secondary" or other "back-up" braking system in this configuration, shall not be allowed.

D. Motor overload relays shall be included in this system for motor overcurrent protection. Thermal overload relays shall be used to protect the motor from overheating. All reversing contactors shall be electrically and mechanically interlocked. The manufacturer may choose to furnish industrial grade Programmable Logic Controller(s) (PLC's) and an industrial grade communications network interconnected to the main power feed.

E. Each hoist module shall have safety latching or twist-locking connectors for power, control and network connections. In addition to under and over load profiling each hoist module will also be protected by an appropriately sized resettable ground fault circuit protection device located above each drop on the wireway or remotely located in a central distribution panel based on model number.

F. Hoist modules shall have two levels of limit switch protection in both the up and down direction to provide single mode failure protection and virtually insure that dangerous, un-expected over-travel will not occur during operation of the hoist module.

G. All components on the hoist modules, including the glass filled Nylatron or custom aluminum wire rope drum shall be treated or otherwise designed to avoid oxidation. Untreated or bare steel surfaces, which encourage oxidation, shall not be acceptable or incorporated in hoist module.

H. Each hoist shall have quick-attach beam clamps for ease of installation. Clips shall be spring tension type to ensure continuous holding pressure on the mounting beam.

I. Where applicable the hoist module shall be fully enclosed in a vacuum formed enclosure to completely enclose all moveable parts.

J. Lift Cables: All lift cables shall be 3/16" (5 mm) 7 x 19 construction, galvanized aircraft cable (GAC), with minimum breaking strength of 4200 lbs (1905 kg). Custom hoists used for higher capacities may be furnished with 1/4" (6 mm) 7x19 galvanized aircraft cable with a minimum breaking strength of 7000 lbs (3175 kg) in order to maintain safety factors. All wire rope rigging shall be installed to prevent abrasion of the wire rope against any part of the building construction or other equipment.

K. Cable Fittings: Cable fittings should conform to wire rope manufacturer's recommendations as to size, number and method of installation. Clips shall not be allowed. All cable terminations should be formed using copper Nicopress® swaged fittings. Swaged fittings shall be installed per the fitting manufacturer's instructions using the appropriate tools and checked with the appropriate Nicopress "Go - No go" gauge.

## D. CONTROLS

A. Low Voltage Push Button Control Station (Standard)

B. The manual control center shall be wall mountable and contain two momentary control push buttons for direction and a hoist enable selector switch for each hoist in the system. A power on indicator and a keyed system maintained Emergency Stop mushroom head push button shall come standard with all control options. The manual control center shall house all hardware necessary to control each hoist module in the system independently.

C. Each hoist shall operate in open loop permitting the hoist to travel within its allowable trim limits.

D. Each hoist shall be equipped with hard struck over travel limits as well as a redundant ground out circuit designed to set the motor brake in the event of a switch failure.

## E. POWER

A. Power for hoists with fixed speed drives shall be either 208-Volts/3-Phase or 480-Volts/3-Phase. The voltage for this project shall be 460 VAC.

B. The wireway system will be used to house the power distribution buss that will ultimately deliver protected high voltage power points to each hoist in the system.

- C. The high voltage wireway system shall be provided and installed in strict accordance to manufacturer specifications and industry standards.
- D. Each power wireway section shall come complete with internal power bussing such that the electrician need only terminate 3-phase conductors to one (1) location in each wireway.
- E. Each power point shall be in module form and shall be located within 1" (25 mm) on center of the corresponding hoist centerline per the latest approved line set data sheet for the project. The power point module shall be integrated into the cover of the wireway and shall not exceed 9" (229 mm) in length.
- F. The power point module shall house an appropriately sized, panel mounted, miniature circuit breaker (MCB) to be used in conjunction with a NEMA rated twist-locking receptacle or factory approved equivalent, mounted flush to the vertical surface of the cover. The MCB shall have a time-current trip characteristic of type "K" and must be recognized by the Underwriters Laboratories Standard UL1077 for supplementary circuit protectors in systems rated for either 208VAC or 480VAC. Each power wireway section shall come complete with one power point module for each hoist (current and future) in the rigging system.
- G. Each power point module will be fed from a series of power distribution blocks located inside of each wireway section. The power distribution blocks used shall conform to UL Standard 1059 for terminal blocks and shall be UL component recognized. Each power distribution block shall be interconnected by 125°C, XLP insulated conductors of proper size and quantity to distribute power through the entire wireway system. Terminal blocks must be installed at all terminal access points for ease of splicing each section together. Terminal blocks shall be molded barrier type with screw terminals properly sized for the specific conductor gauge and ampacity.
- H. The entire wireway system shall be listed and labeled by a recognized testing laboratory (ETL or equal).

G. TOPOLOGY

- A. The command of drives connected to the rigging system shall be through a hard-wired control topology using analog logic. The topology shall be capable of running one (1) or more hoist(s) per set of control pushbuttons in any one manual movement, as detailed on the drawings. The control topology shall support the specified number of hoists for this project.
- B. Emergency stop functions shall be hardwired in series with all the emergency stops and shall be independent of the normal operations communications buss.
- C. The 24-volt DC voltage wireway system shall be provided and installed in strict accordance to manufacturer specifications and industry standards. All tubing ends must be protected and sealed by an approved thermoplastic fitting suitable for indoor and outdoor corrosive environments. Optional steel mounting brackets shall be provided and suitable for single or double hung wireway applications as specified. Housing shall be inherently rustproof.
- D. Each control wireway section shall come complete with internal network and emergency stop bussing.
- E. The low voltage connector shall be the female 10-pin mate to the low voltage connector and must be assembled in a die cast zinc, free hanging latching hood for added protection. Connector must be screw termination with a minimum continuous contact current rating of 10 amps. Low voltage conductors should be type THHN of proper size and quantity to distribute low voltage power through the entire wireway system. Quantity of communication cables and layout shall be determined per application. Terminal blocks must be installed at all terminal access points for ease of splicing each section together. Terminal blocks shall be molded barrier type with screw terminals properly sized for the specific conductor gauge and ampacity.
- F. The entire wireway system shall be listed and labeled by a recognized testing laboratory (ETL or equal).
- G. Each control wireway shall come complete with one multi-pin control receptacle as specified herein for each hoist (current and future) in the rigging system. Furnish complete with control "jumper" connectors as required at locations designated for future hoists.

## **Section 3. Proposal Requirements**

### 3.1 RESPONSE REQUIREMENTS, GENERAL

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

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

### 3.2 RESPONSE REQUIREMENTS, SPECIFIC

The following information is to be provided in the Bidder's response.

- a) The name and location of your company.
- b) Identify the brands, model numbers and complete technical and operational specifications for the equipment you are bidding as listed in section 2.3.
- c) Provide complete information on start up or commissioning of the new system including electrical requirements and any pertinent specifications (space requirements, floor tolerances, etc).
- d) Verify that installation will be overseen by manufacturer representative(s).
- e) Provide complete details on available training.
- f) Minimum of five (5) references where your company has provided and installed a system or systems similar to the one described in this RFP and in your proposal. See Appendix I
- g) Complete pre-and post-sales support information, including availability of local manufacturer support and warranty information.
- h) Completed Proposal Certification (Appendix III)
- i) Cost
- j) Provide information related to 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 may 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.

## Section 4. Bid Evaluation Criteria

**Evaluation** – The award based on this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee. Award will be based on a points-earned matrix derived from a technical and financial evaluation. Award shall be made to the most responsive bidder offering the best value as determined by the University. All bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

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

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

### **Criteria**

- Demonstrated ability to provide and install the proposed system to meet CCSU standards and requirements
- Quality of product, including ease of operation and other user features
- Weight of the system
- References
- Cost
- Local support from manufacturer(s)
- Qualifications and Experience (State of CT Contracting and Ethics)

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

**Presentations:** The University reserves the right to request formal presentations from any or all respondents. Presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of system to be provided, and questions and answers.

It is anticipated that each presentation will not exceed one (1) hour. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

**The University will include in its evaluation:** proposals, references and interviews (if conducted). 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.

**Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:

- Financial resources.
- Personnel resources.
- Executives and key person resumes.
- Ability to meet schedules.
- Ability to meet specifications

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

## Appendix I. REFERENCES

Proposals should include five institutions where your organization has provided Acoustical Concert Shell Systems similar to those described herein. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact Name	Telephone No.
-------------	-------------	--------------	---------------

Reference #1	_____	_____	_____
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E-mail:	_____		
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Reference #2	_____	_____	_____
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E-mail:	_____		
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Reference #3	_____	_____	_____
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E-mail:	_____		
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Reference #4	_____	_____	_____
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E-mail:	_____		
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Reference #5	_____	_____	_____
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E-mail:	_____		
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## 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: Acoustical Concert Shell System  
RFP Number: E910093  
Proposal Due Date: 3:00 P.M., **June 17, 2010**

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and one complete copy electronically on CD
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a Bidder with any agency or employee will be superseded by the written agreement.
- K. CCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.



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

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

**Appendix III. PROPOSAL CERTIFICATION**

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

Request for Proposal number E910093, Acoustical Concert Shell System

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.

Acoustical Concert Shell System as described in RFP and company response \$ \_\_\_\_\_

\_\_\_\_\_  
(name of person or firm)

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

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

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

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

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

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

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

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

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For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11]

\_\_\_\_\_/\_\_\_\_\_  
Initial      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.

**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 Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)  -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder 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 Nondiscrimination Policies and Procedures**

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__	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? Yes__ No__	13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	

**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 ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

\* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

PART V - Bidder Hiring and Recruitment Practices

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

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

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



**STATE OF CONNECTICUT**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

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

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
 Signatory's Title Name of Entity  
 duly formed and existing under the laws of \_\_\_\_\_.  
 Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ and that \_\_\_\_\_  
 Name of Entity Name of Entity

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

\_\_\_\_\_  
 Authorized Signatory

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

**Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.**

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

\_\_\_\_\_  
**Commission Expiration Date**



## STATE OF CONNECTICUT 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 Principals 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 \_\_\_\_\_, 20\_\_\_.

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

**For State Agency Use Only**

Awarding State Agency _____	Planning Start Date _____
Contract Number or Description _____	



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

Is the consultant a former State employee or former public official? [ ] YES [ ] NO

If YES: Name of Former State Agency, Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement. Shaded area with fields for Printed Name of Bidder or Vendor, Signature of Chief Official or Individual, Date, Printed Name (of above), and Awarding State Agency.

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

Commissioner of the Superior Court or Notary Public

**STATE OF CONNECTICUT  
STATE ELECTIONS ENFORCEMENT COMMISSION  
20 Trinity Street Hartford, Connecticut 06106 – 1628**

**SEEC FORM 11**

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE  
CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN**

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

**Campaign Contribution and Solicitation Ban**

*No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;*

*In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.*

**Duty to Inform**

State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

**Penalties for Violations**

Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties – Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

**Contract Consequences**

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, [www.ct.gov/seec](http://www.ct.gov/seec). Click on the link to "State Contractor Contribution Ban."

Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

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

- [     ]     Signed Proposal Certification (Appendix III)
  - [     ]     Separate pricing sheet on company letterhead
  - [     ]     All other Response Requirements itemized in section 3.2
  - [     ]     References (Appendix I)
  - [     ]     CHRO Paperwork (Appendix IV), OPM Ethics Forms, and  
              Nondiscrimination Certification
-

# Connecticut State University System



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

## **STANDARD TERMS AND CONDITIONS**

### **I. DEFINITIONS**

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

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

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

#### **A. General Conditions**

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

#### **B. Submission of Proposals**

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened.

Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.

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

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

#### C. Samples

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

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

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.
2. The proposal bond must be executed by the proposer as follows:
  - (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature;
  - (b) If the proposer is a partnership - must be signed by a general partner;
  - (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as . . ."

3. The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by an official of the surety company with the corporate seal affixed over his or her signature. Signatures of two witnesses for both the principal and the surety must appear on the bond.

### III. CONTRACT AWARD

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

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

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

#### A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or

- subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
  5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
  6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
  7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
  8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
  9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
  10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
  11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
  12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
  13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
  14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
  15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
  16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
  17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
  18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.
- B. Insurance**
1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
    - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
    - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
    - (c) Professional Liability: \$1,000,000 limit of liability.
    - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
  2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
    - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
    - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
  3. The Certificates shall be signed by a person authorized by



that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.

4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days' prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

#### **C. Bonds**

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

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

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

#### **D. Delivery**

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

#### **E. Inspection and Tests**

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

#### **F. Advertising**

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

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

# Appendix VII

## TERMS/CONDITIONS

### EXECUTIVE ORDERS

Executive Orders. The Contract is subject to the provisions of Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17th, 2006, concerning procurement of cleaning products and services, Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor.

### CAMPAIGN CONTRIBUTION RESTRICTIONS

On February 8, 2007, Governor Rell signed into law Public Act 07-1, An Act Concerning the State Contractor Contribution Ban and Gifts to State and Quasi-Public Agencies. For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or a series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

**NON-DISCRIMINATION:** References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-60a and 46a-60f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-60a and 46a-60f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
- (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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 32-9a; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(f) The contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

- (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

(c) For the purposes of this entire Non-Discrimination section, "contract" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

### INSURANCE/INDEMNIFICATION

The Contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut for any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services. Contractor hereby indemnifies and shall defend and hold harmless the State, its officers and its employees from and against any and all suits, actions, legal or administrative proceedings, claims, demands, liabilities, monetary loss, interest, attorneys fees, costs and expenses of whatsoever kind or nature arising out of the performance of this agreement, including those arising out of injury to or death of Contractor employees or subcontractors, whether arising before, during or after completion of the services hereunder 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 the Contractor or its employees, agents or subcontractors.

### STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency 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.

### GOVERNING LAW

The validity, construction and effect of this Agreement shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws, and any question arising under this Agreement shall be construed or determined according to such laws, except to the extent preempted by federal law.

### CLAIMS AGAINST THE STATE

The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

### ENTIRE AGREEMENT

This written Agreement shall constitute the entire agreement of the parties and no other terms and conditions in any document, acceptance or acknowledgment shall be effective or binding unless expressly agreed to in writing by the State Agency. This Agreement may not be changed other than by a formal written amendment signed by the parties hereto.

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Current Configuration			
LINE	LOAD	DISTANCE	PURPOSE
1	700	6"	Valance
		1' 0"	
2	900	1' 6"	Main Drape
		2' 0"	
3	900	2' 6"	1st Strip Lights
		3' 0"	
4	1400	3' 6"	DS Shell
		4' 0"	
5	1025	4' 6"	1st Electric
		5' 0"	
		5' 6"	
6	700	6' 0"	Movie Screen
7	700	6' 6"	1st Border
8	900	7' 0"	1st Legs
		7' 6"	<b>NOT AVAILABLE</b>
		8' 0"	<b>NOT AVAILABLE</b>
9	900	8' 6"	2nd Strip Lights
		9' 0"	
10	700	9' 6"	Empty
11	700	10' 0"	2nd Border
12	700	10' 6"	2nd Legs
13	900	11' 0"	Empty
14	700	11' 6"	Empty
		12' 0"	
15	1400	12' 6"	2nd Electric
16	1400	13' 0"	MS Shell
		13' 6"	
17	700	14' 0"	Empty
18	700	14' 6"	3rd Border
19	700	15' 0"	MS Traveler
20	700	15' 6"	Empty
21	700	16' 0"	4th Border
		16' 6"	<b>NOT AVAILABLE</b>
22	700	17' 0"	White Scrim
23	700	17' 6"	4th Legs
		18' 0"	<b>NOT AVAILABLE</b>
24	700	18' 6"	Empty
25	900	19' 0"	Empty
26	1025	19' 6"	3rd Electric
		20' 0"	
27	1400	20' 6"	US Shell
		21' 0"	

Modified Configuration				
LINE	LOAD	DISTANCE	PURPOSE	NOTES, Not used
1	700	6"	Valance	NC
		1' 0"		
2	900	1' 6"	Main Drape	NC
		2' 0"		
3	900	2' 6"	1st Strip Lights	NC
		3' 0"		
4	1025	3' 6"	1st Electric	
		4' 0"		
		4' 6"		
5	2000	5' 0"	DS Shell	
		5' 6"		
6	700	6' 0"	Movie Screen	NC
7	700	6' 6"	1st Border	NC
8	900	7' 0"	1st Legs	NC
		7' 6"	<b>NOT AVAILABLE</b>	
		8' 0"	<b>NOT AVAILABLE</b>	
9	900	8' 6"	2nd Strip Lights	NC
		9' 0"		
10	700	9' 6"	Empty	NC
11	700	10' 0"	2nd Border	NC
12	700	10' 6"	2nd Legs	NC
13	900	11' 0"	Empty	NC
14	700	11' 6"	Empty	NC
		12' 0"		
15	1400	12' 6"	2nd Electric	NC
		13' 0"		
16	700	13' 6"	3rd Border	
17	700	14' 0"	MS Traveler	
		14' 6"		
18	2000	15' 0"	MS Shell	
		15' 6"		
19	700	16' 0"	Empty	
		16' 6"	<b>NOT AVAILABLE</b>	
20	700	17' 0"	4th Border	
21	700	17' 6"	4th Legs	NC
		18' 0"	<b>NOT AVAILABLE</b>	
22	700	18' 6"	White Scrim	
23	900	19' 0"	Empty	NC
24	1025	19' 6"	3rd Electric	NC
		20' 0"		
25	700	20' 6"	Empty	
26		21' 0"		

28	700	21' 6"	Empty
29	700	22' 0"	Empty
30	700	22' 6"	5th Border
31	700	23' 0"	5th Legs
		23' 6"	<b>NOT AVAILABLE</b>
		24' 0"	
32	700	24' 6"	Black Scrim
33	700	25' 0"	Empty
34	700	25' 6"	Empty
35	700	26' 0"	Empty
36	900	26' 6"	3rd Strip Lights
37	700	27' 0"	US Drape
		27' 6"	
		28' 0"	<b>NOT AVAILABLE</b>
		28' 6"	
38	700	29' 0"	Cyclorama
39	900	29' 6"	Empty
40	1025	30' 0"	US Symphony Wall

27	700	21' 6"	5th Border	
28	700	22' 0"	5th Legs	
29	700	22' 6"	Black Scrim	
30	700	23' 0"	Empty	
		23' 6"	<b>NOT AVAILABLE</b>	
31	700	24' 0"	Empty	
		24' 6"		
32	2000	25' 0"	US Shell	
		25' 6"		
33	700	26' 0"	Empty	
34	900	26' 6"	3rd Strip Lights	
35	700	27' 0"	US Drape	
36	700	27' 6"	Empty	
		28' 0"	<b>NOT AVAILABLE</b>	
37	700	28' 6"	Empty	
38	700	29' 0"	Cyclorama	NC
39	900	29' 6"		
40	4000	30' 0"	US Symphony Wall	Install 4000 Vortek Hoist