



**Request for Proposal (RFP) CSU-0261  
Annual Agreement For  
Microsoft Campus Agreement Licensing  
For a Three-Year Time Frame**

**I. Statement of Objectives:**

The Connecticut State University (CSU) System is seeking proposals regarding the purchase of license support under the Microsoft Campus Agreement, for the four universities and the System Office of Connecticut State University, for the period through June 30, 2009. This is a three-year time frame to be priced by the proposers on a yearly basis for three years. CSU reserves the right to accept pricing on an annual basis or for all three years, whichever is in CSU's best interest. Also included in this RFP is the ability to purchase additional Microsoft licenses in accordance with the schedule included below.

**II. Background:**

The Connecticut State University System consists of four comprehensive universities and a system office. CSU, serving over 35,000 students, is the largest public university system in the state, and is governed by an 18-member Board of Trustees. It employs approximately 4,550 part-time and full-time individuals throughout the four universities and the System Office. The universities are located in urban areas: Central Connecticut State University in New Britain (12,300 students), Eastern Connecticut State University in Willimantic (5,100 students), Southern Connecticut State University in New Haven (12,100 students), and Western Connecticut State University in Danbury (5,800 students).

**III. Scope of Project:**

**A) Products Requirements**

CSU intends to establish a contract for the purchase of Microsoft licensing, as outlined in the Microsoft Campus Agreement Version 3.4. The estimated annual value of this contract is based on the number of Full Time Employees ("FTE's"), and provides the right to use Microsoft's Campus Agreement v 3.4.

The current estimated FTE count for CSU is 3,377. Please see the following schedule in section B. CSU does not guarantee any volume of activity, this estimate is provided solely for informational purposes.

Please note: awards made from this RFP may be extended to participating members of the Connecticut Colleges Purchasing Group ("CCPG"), a non-profit organization consisting of purchasing professionals from public and private higher education institutions. CCPG shared contract participation is voluntary. Any contract extension to the CCPG is contingent upon acceptance by the awarded contractor.

Vendors bidding on this RFP shall also include a comprehensive price schedule for media and documentation as provided by Microsoft (such price schedule shall include Microsoft part numbers), and a discount structure for determining the cost for products issued subsequent to any contract award. All products purchased will be priced in accordance with discount rates applicable to pre-published pricing

as offered by the manufacturer. Please indicate the method and frequency for providing any and all pre-published pricing for independent verification.

**The awarded vendor must be a certified authorized educational dealer for Microsoft Corporation. This certification shall be submitted with your proposal.**

Vendor is to provide local sales and support at a level that is equal to or higher than that available through Microsoft Corporation. The MS Campus Agreements licenses obtained under this RFP MUST INCLUDE THE FOLLOWING:

Campus Desktop Package:

- Microsoft Office Professional Edition (Including Office for Mac Professional Edition)
- Microsoft Windows Professional Desktop OS Upgrade
- Microsoft Core CAL

Please include for each item listed above, the license pricing, media cost and WAH media cost if applicable.

All five sites will purchase the Campus Desktop Package of the Microsoft Campus Agreement. Add on purchases, as listed below, will be an option available to each University location. Participation is voluntary and will vary by university campus.

Please include for each item below the license pricing, media cost and WAH media cost if applicable

The available **application, system, and Client Access License (CAL)** products are:

- Microsoft AutoRoute
- Microsoft Class Server CAL
- Microsoft Core CAL
- Microsoft Digital Image Suite
- Microsoft Encarta Academic Online
- Microsoft Encarta Premium
- Microsoft Exchange Server CAL
- Microsoft MapPoint
- Microsoft Office Business Scorecard CAL
- Microsoft Office Communicator
- Microsoft Office FrontPage
- Microsoft Office Live Communications Server CAL
- Microsoft Office Live Communications Server Telephony CAL
- Microsoft Office Live Meeting Professional Edition User License
- Microsoft Office OneNote
- Microsoft Office Professional Edition (including Office for Mac Professional Edition)
- Microsoft Office Project Professional Edition

- Microsoft Office SharePoint Portal Server CAL
- Microsoft Office Visio Professional
- Microsoft SQL Server CAL
- Microsoft Streets and Trips
- Microsoft Student
- Microsoft Systems Management Configurator License
- Microsoft Virtual PC
- Microsoft Virtual PC for Mac
- Microsoft Visual Studio Professional
- Microsoft Visual Studio Tools for Office
- Microsoft Windows Professional Desktop OS Upgrade
- Microsoft Windows Server CAL
- Microsoft Windows Terminal Server CAL
  
- Microsoft BizTalk Accelerator for SWIFT Enterprise Edition Processor License
- Microsoft BizTalk Accelerator for SWIFT Standard Edition Processor License
- Microsoft BizTalk Server Enterprise Edition Processor License
- Microsoft BizTalk Server Standard Edition Processor License
- Microsoft Class Server
- Microsoft Class Server External Connector
- Microsoft Content Management Server Enterprise Edition Processor License
- Microsoft Content Management Server Standard Edition Processor License
- Microsoft Dynamics CRM Professional Edition
- Microsoft Exchange Server Standard Edition
- Microsoft Exchange Server Enterprise Edition
- Microsoft Exchange Server External Connector
- Microsoft Host Integration Server Standard Edition Processor License
- Microsoft Identity Integration Server Enterprise Edition Processor License
- Microsoft Internet Security and Acceleration (ISA) Server Enterprise Edition Processor License
- Microsoft Internet Security and Acceleration (ISA) Server Standard Edition Processor License
- Microsoft Office Business Scorecard

- Microsoft Office Business Scorecard External Connector
- Microsoft Office Live Communications Server Enterprise Edition
- Microsoft Office Live Communications Server External Connector
- Microsoft Office Live Communications Server Standard Edition
- Microsoft Office Live Communications Server Telephony External Connector
- Microsoft Office Live Meeting Professional Edition Services License
- Microsoft Office Project Server
- Microsoft Office SharePoint Portal Server
- Microsoft Office SharePoint Portal Sever External Connector
- Microsoft Operations Management License (OML)
- Microsoft Operations Manager Server Enterprise Edition
- Microsoft Operations Manager Server Enterprise Edition with SQL Technology
- Microsoft Speech Server Enterprise Edition Processor License
- Microsoft Speech Server Standard Edition Processor License
- Microsoft SQL Server Enterprise Edition
- Microsoft SQL Server Enterprise Edition Processor License
- Microsoft SQL Server Standard Edition
- Microsoft SQL Server Standard Edition Processor License
- Microsoft System Center Data Protection Management License
- Microsoft System Center Data Protection Manager
- Microsoft Systems Management Server Enterprise Edition
- Microsoft Systems Management Server Enterprise Edition with SQL Technology
- Microsoft Virtual Server Enterprise Edition
- Microsoft Virtual Server Standard Edition
- Microsoft Windows Server Enterprise Edition
- Microsoft Windows Server External Connector
- Microsoft Windows Server Standard Edition
- Microsoft Windows Server Terminal Services External Connector
- Microsoft Windows Server Web Edition

**B) Pricing: Please price based upon the following schedule:****Microsoft Campus Agreement Staff Breakdown**

	FT	FT Faculty	PT	PT Faculty	Total
CCSU	401	416	78	186	1081
ECSU	268	188	53	74	583
SCSU	384	403	103	185	1075
WCSU	245	197	19	103	564
SO	73	-	2	-	75
	1,371	1,204	254	548	3,377

**Discount for media and documentation:**

Percentage Discount off List \_\_\_\_\_

**Please note: all prices must be F.O.B. Destination, with any and all shipping charges assumed by the contractor.**

**IV. Vendor Information****A. Vendor Overview**

Please provide the following:

The Name and location of your company.

The location of the office that will be serving CSU.

A brief general description of your business.

The number of years your company has been in business.

Is your company a subsidiary of another corporation? If so, what is the name of the parent company?

The primary line of business of your firm.

The number of personnel employed by your company (please include the number of staff dedicated to provide requested services).

How many Campus Agreements are managed by your Company?

Do you have a licensing desk? If so, how many customer service representatives are dedicated to Microsoft licensing?

What is the escalation procedure for problems not handled by the sales rep in a manner acceptable to CSU?

Describe your procedure to dispute charges on a bill and provide titles and contact information.

**B. Client Base**

Provide specific reference information for three clients you have served, relevant to the contract proposed, to include:

- Organization name and location
- Starting date of contract
- Relevant volume statistics
- Contact name, title and telephone number

The references must be relevant to sales and/or service in the last 12 months.

All bidders must disclose any pending litigation or debarment involving the bidding firm related to duties to be performed within this RFP. Disclosure will be a factor considered when evaluating bidders, but failure to disclose will cause rejection of your bid.

## V. Proposal Submission Requirements

Provide a detailed list of costs per each item listed within this RFP.

Provide information on your firm, including client references and any relevant certifications, as outlined in Section IV.

Submit completed state forms regarding nondiscrimination and affirmative action policies.

Be sure to complete and return all required affidavits completely filled out and signed.

**One (1) original proposal and Twelve (12) copies shall be submitted prior to 2:00pm local time on May 19, 2006.** Proposals can be sent to the following: Gary Ritchey- Director of Purchasing and Contract Compliance.

Connecticut State University System  
39 Woodland Street  
Hartford, CT 06105  
(860) 493-0046

CSU reserves the right to require any proposer to make a formal presentation of its proposal to its Screening Committee. **Late, faxed or electronically submitted proposals are not acceptable and will be rejected by CSU.**

**CSU is absolutely not responsible for delays involving overnight or expedited carriers.**

## VI. General Instructions to Vendors

Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible, to ensure timely receipt of potential corrections or cancellations. Those not intending to make a proposal are asked to submit a negative reply.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The vendor's name and address must appear on the envelope.

Vendor must answer all the questions and supply all materials required to be considered.

Any proposal submitted must include termination procedures, if either the contractor or CSU determine that termination becomes necessary for reasons including but not limited to failure to perform.

The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in prices. Please note that the provisions of C.G.S. 4a-71 through 4a-73 relating to prompt payment by state agencies are to apply.

The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and number of the person to contact for the purpose of clarifying the contract.

## **VII. Conditions**

1. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (Re: Freedom of Information).
4. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be sole property of the State of Connecticut unless stated otherwise in the RFP or contract.
5. Any price offerings from vendors must be valid for a period of 120 days from the due date of vendor Proposals.
6. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
7. CSU reserves the right to amend or cancel this RFP, prior to the due date and time, if it is the best interests of CSU.
8. CSU reserves the right to reject the proposal of any vendor, which is in default of any prior contract or for misrepresentation.
9. CSU reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

11. A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

12. 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.

13. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the vendor's proposal preparation.

14. Vendor shall bear all costs associated with Vendor's response to this request for proposal including the costs of any presentations and/or demonstrations (if any).

15. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract, which is subject to 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 Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;
- c. The bidder's promise to develop and implement a successful Affirmative Action Plan;
- d. The bidder's submission of EE0-1 date indicating that the composition of its work force is at or nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
- e. The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.

## **VIII. Evaluation of Proposals**

Each proposal will be evaluated by a screening committee against predetermined criteria, to determine which vendor is most capable of meeting CSUS requirements. Such criteria focuses on the following aspects:

- demonstrated ability and past experience to perform the specified work;
- proposer's understanding of the required services, including purpose and scope, as evidenced by the proposed approach and the level of effort;
- established customer service and support structure, ability to problem solve in a timely manner.
- proposer's level of experience, including level of certification by Microsoft
- cost and/or fee schedule;



- client references;
- demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO); and
- a presentation to the screening committee may be requested.

## **IX: Special Notice:**

CSU reserves the right to award the contract in part, to reject any and all proposals in whole or in part, and to waive technical defects, irregularities and omissions contained in proposals if, in its judgment, the best interest of the State and CSU will be served. CSU also reserves the right to negotiate with any or all vendors who submit proposals in response to this RFP.

## **X: Terms and Conditions of CSU Contracts**

All bidders must be willing to abide with all conditions listed below, if chosen as the winning bidder, and CSU executes an Agreement for this RFP. THESE TERMS AND CONDITIONS ARE NOT NEGOTIABLE.

### **TERMS/CONDITIONS**

#### **EXECUTIVE ORDERS**

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor

Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Sixteen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

## **I. NON-DISCRIMINATION**

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent 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 Conn. Gen. Stat. subsection 32-9n; 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.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension,

demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (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 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, or physical disability, including, but not limited to, blindness unless it is shown by the 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 the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the 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 Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) 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. 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 projects.

c. 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.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section 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 Conn. Gen. Stat. subsection 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.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement 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; 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; 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 of the general statutes; 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 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph 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 of the general statutes;

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.

## **INSURANCE**

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 from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

## **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.

## **General Letter 7B**

This Agreement is subject to **Executive Order No. 7B of Governor Jodi M. Rell, promulgated on November 16, 2005**. The Parties to this Agreement, as part of the consideration hereof, agree that :

(a.) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1.) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

(2.) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b.) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

**NOTE: The following affidavits must be completed and included with your bid package. Failure to do so may result in your bid being deemed non-responsive and rejected for consideration by CSU.**

## AFFIDAVIT REGARDING CONSULTING AGREEMENTS

All state contractors, vendors, consultants or other entities seeking to conduct business with the State of Connecticut who anticipate entering into, or renewing, an agreement for procurement of goods or services having a total value to the state of more than fifty thousand dollars in a calendar or fiscal year (hereinafter "agreement") shall disclose any and all consulting agreements, whether written or oral, to the head of the contracting agency (hereinafter "such agency").

"Consulting agreement" means any written or oral agreement to retain the services, for a fee, of an individual or business entity for the purposes of:

- (1) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State of Connecticut, or
- (2) contacting, whether in writing or orally, any executive, judicial, or administrative office of the state, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or
- (3) any other similar activity related to the procurement agreement.

"Consulting agreement" does not include those agreements or services registered under the provisions of Chapter 10 of the Connecticut General Statutes (Code of Ethics for Lobbyists).

Such disclosure affidavit shall be required if any duties of the consultant include communication concerning business of such agency, whether or not direct contact with a state agency, state official and state employee is expected or made. The disclosure affidavit shall include the name of the consultant, the consultant's firm, whether the consultant is a former state employee or public official (if so, indicate the consultant's former agency and termination date), the basic terms of the consulting agreement, and a brief description of the services to be provided. The disclosure affidavit shall be amended whenever such entities enter into any new consulting agreements during the term of the procurement agreement.

I, \_\_\_\_\_ (name, title, and company name) disclose the following consulting agreements (if not applicable, indicate "none"):

- 1.
- 2.
- 3.

I understand that this information shall be updated, as necessary, during the pendency of this, or any other contract that I may have with the State of Connecticut.

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

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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



# STATE OF CONNECTICUT

## **Gift Affidavit** **(Bid or Proposal)**

*Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.*

I, (Type/Print Name, Title and Name of Firm or Corporation), hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u> <u>Date of Gift</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>
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Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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

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

**CONTRACT  
PROPOSAL**  
Please read  
carefully



Connecticut State University - System Office  
Finance Department  
39 Woodland Street  
Hartford, CT 06105-2337

**THIS FORM AND  
REQUIRED PROPOSAL  
SCHEDULE MUST BE  
RETURNED**

BID NUMBER <b>CSU-0261</b>	DATE OF BID OPENING May 19, 2006	TIME OF BID OPENING 2:00 pm Local Time	AMOUNT OF SURETY (if required) - none -	DATE ISSUED May 8, 2006
COMMODITY CLASS/SUBCLASS AND DESCRIPTION <b>Annual Agreement for Microsoft Licensing</b>			PRE-BID SITE VISIT: N/a	
DIRECT ALL QUESTIONS TO: <b>Gary Ritchey</b>		TELEPHONE: <b>(860) 493-0046</b>		
FOR <b>CSU System Office and campuses</b>		CONTRACT PERIOD OR DATE REQUIRED <b>July 1, 2006 Through June 30, 2009, on a Yearly Basis</b>		

**REQUEST FOR PROPOSAL**

Pursuant to the provisions of Section 10a-151b of the General Statutes of Connecticut as amended. SEALED BIDS WILL BE RECEIVED by the Finance Department of the Connecticut State University ("CSU") for furnishing the commodities and/or services herein listed.

**AFFIRMATION OF BIDDER**

The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this proposal be accepted in writing by CSU within ninety (90) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/ or services for which this proposal is made, in the quantities, and at the prices bid, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or and earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.

**PROPOSAL.** The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the state agency or agencies named in the proposal at the prices bid therein.

SIGNATURE WHEN BIDDER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL		DOING BUSINESS AS (Trade Name)		
	BUSINESS ADDRESS		STREET	CITY	STATE ZIP CODE
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS BID		SOCIAL SECURITY NUMBER		DATE EXECUTED
	TYPEWRITTEN NAME			TELEPHONE NUMBER	
SIGNATURE WHEN BIDDER IS A FIRM	NAME (Type or print names of all partners )		TITLE		NAME TITLE
	NAME		TITLE		NAME TITLE
	DOING BUSINESS AS (Trade Name)		BUSINESS ADDRESS		STREET CITY STATE ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS BID		F.E.I. NUMBER		DATE EXECUTED
	TYPEWRITTEN NAME			TELEPHONE NUMBER	
SIGNATURE WHEN BIDDER IS A CORPORATION	FULL NAME OF CORPORATION				INCORPORATED IN WHAT STATE
	BUSINESS ADDRESS		STREET	CITY STATE ZIP CODE	F.E.I. NUMBER
	PRESIDENT		SECRETARY		TREASURER
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE CORPORATION				TITLE
	TYPEWRITTEN NAME		TELEPHONE NUMBER		DATE EXECUTED

**RETURN THIS FORM IMMEDIATELY!**

**Acknowledgment: Receipt of Request-For-Proposal Documents**

RFP Number: **CSU-0261**

Title: **Microsoft Campus Agreement Licensing**

Please take a moment to acknowledge receipt of the attached RFP documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all vendors have the opportunity to submit a proposal.

Date Issued: May 8, 2006

Date RFP received? \_\_\_/\_\_\_/\_\_\_

Do you plan to submit a proposal? Yes \_\_\_ No \_\_\_

---

Print or type the following information:

Company name: \_\_\_\_\_

Address: \_\_\_\_\_

City or Town: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Received by: \_\_\_\_\_

**Note: Faxed acknowledgments are requested! FAX (860)493-0006**  
**A cover sheet is NOT necessary.**  
**IMPORTANT: DO NOT FAX BIDS.**  
**BIDS MUST BE SUBMITTED IN SEALED PACKAGES!**

# Connecticut State University System



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

A)

## 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                      Not required by this RFP**

### **III. CONTRACT AWARD**

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

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

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

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

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs 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 7B.
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.

**Insurance requirements, if any, spelled out in the RFP text takes precedence over this section B labeled Insurance.**

#### **C. Bonds Does not apply for this RFP**

#### **D. Delivery**

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

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

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

#### **F. Advertising**

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

### **Instructions to Bidders**

1. Bidders or their representatives may be present at bid openings.

2. The CSU Finance Department reserves the right to amend and/or cancel the bid invitation prior to the time and date of the bid opening.
3. The CSU Finance Department reserves the right to correct any award erroneously made as a result of a clerical error on out part.
4. CSU will appreciate your assistance in making a careful study of the specifications and proposal for the purpose of offering suggestions as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc. which you believe to be in the best interest of CSU and the state. Suggestions or comments will be considered up to five (5) days prior to the date of bid opening indicated in the bid invitation. In replying will you kindly refer to the bid number. If no suggestions or comments are offered, the signing of the proposal shall indicate your approval of these forms in their present content.

#### Contract Provisions

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances", as defined under Annex A, Group 1 of the Montreal Protocol on Substances that deplete the Ozone Layer.

#### Non-Discrimination

##### **4a-60. Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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 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, 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-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (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. 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.

(b) For the purposes of this section, "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 32-9n; 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.

(c) 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.

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

(e) The contractor shall include the provisions of subsection (a) of this section 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.

##### **4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.**

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (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; (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 subsection (a) of this section 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.



**CONNECTICUT STATE UNIVERSITY  
39 WOODLAND STREET  
HARTFORD, CT 06105-2337**

**BIDDER'S CHECK LIST**

This form need not be returned with your bid. It is suggested that you review and check off each action as you complete it.

- \_\_\_ 1. The bid has been signed by a duly authorized representative of the company (unsigned bids are automatically rejected).
- \_\_\_ 2. The bid prices you have offered have been reviewed and verified.
- \_\_\_ 3. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
- \_\_\_ 4. Any errors, alterations, corrections or erasures to unit prices, total prices, et cetera are initialed by the person who signs the proposal or his designee. Such changes made and not initialed will automatically reject the bid.
- \_\_\_ 5. The Employment Information Form EEO-1 has been completed and submitted with the bid.
- \_\_\_ 6. The payment terms are net 45 days. Net terms for periods less than 45 days may result in bid rejection. (You may offer cash discounts for prompt payment).
- \_\_\_ 7. Any technical or descriptive literature, drawings or bid samples that are required have been included with the bid.
- \_\_\_ 8. The amount of bid surety, if applicable, has been checked and the surety has been included.
- \_\_\_ 9. Any addenda to the bid have been signed and included.
- \_\_\_ 10. The envelope has been addressed to: Gary Ritchey  
Connecticut State University  
39 Woodland Street  
Hartford CT 06105-2337
- \_\_\_ 11. The envelope has been clearly marked with the bid number and bid opening date.
- \_\_\_ 12. If additional copies are required as part of your response, make sure the original is clearly marked.
- \_\_\_ 13. The bid is to be mailed or hand-delivered in time to be received no later than the designated opening date and time ( 2:00 PM E.S.T) Late Bids **are not** accepted under any circumstances. Faxed responses and e-mailed responses are not accepted. Please allow enough time if mailing your proposal.

CHRO- Contract Compliance Regulations  
Notification to Bidders

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to “aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials.” “Minority business enterprise” is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons”: “(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n.” “Minority” groups are defined in Section 4a-60g of the Connecticut General Statutes as “(1) Black Americans...(2) Hispanic Americans...(3) persons who have origins in the Iberian Peninsula...(4) Women...(5) Asian Pacific Americans and Pacific Islanders; (6) American Indians...” An individual with a disability is also a minority business enterprise as provided by Section 32-9e of 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-68-17 of the Connecticut General Statutes, inclusive;
- c) the bidder’s promise to develop and implement a successful affirmative action plan
- d) the bidder’s submission of EEO-1 data indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- e) the bidder’s promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

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

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The undersigned acknowledges receiving and reading a copy of the “Notification to Bidder’s” form.

On behalf of :

Company:	
Address:	Date:
City or Town and Zip:	Signature:
Project No.	

Employment Information Form EEO-1  
 Bidder's Equal Employment Opportunity (EEO) Report

Bid Number: CSU-0261  
 Bidder Name and Address:

Bid Title:  
RETURN WITH BID RESPONSE  
 TO: CONNECTICUT STATE UNIVERSITY  
 SYSTEM OFFICE  
 FINANCE DEPARTMENT  
 39 WOODLAND STREET  
 HARTFORD, CT 06105-2337

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the numbers on all lines and in all columns.

JOB CATEGORIES	OVERALL TOTALS (Sum of all Columns, A thru F Male and Female)	A WHITE (NOT OF HISPANIC ORIGIN)		B BLACK (NOT OF HISPANIC ORIGIN)		C HISPANIC		D ASIAN OR PACIFIC ISLANDER		E AMER INDIAN OR ALASKAN NATIVE		F PHYSICALLY DISABLED	
		MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE	MALE	FEMALE
		Officials and Managers											
Professionals													
Technicians													
Sale Workers													
Office and Clerical													
Craft Workers (Skilled)													
Operatives (Semi-skilled)													
Laborers (Unskilled)													
Service Workers													
TOTALS ABOVE													

- Have you been successful in implementing an affirmative action plan?       YES       NO
- Has your firm been successful in developing an apprenticeship program?       YES       NO
- Do you use minority businesses as subcontractors or suppliers?       YES       NO

**Feel free to attach a narrative describing any practices which show that you hire, train and promote without discrimination.**

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