REQUEST FOR QUOTATION

This is NOT an order to ship.

Please quote on the commodities or services listed below.

All prices must be FOB Destination.

You must show Unit Price, Amount and Total or bid may be rejected.

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

VENDOR NAME _______________________________________________

ADDRESS _____________________________________________________

_____________________________________________________________  

BID NUMBER –  

RFQ 2020-09

BID DUE DATE:  

Dec 17, 2019

DATE ISSUED:  

Nov 22, 2019

SIGNED (for Agency)  

Thomas Brodeur, C.P.M.

Prepared by:  

Thomas Brodeur, C.P.M.
Director of Purchasing
Phone 860-832-2531

Purchasing Authority:  

C.G.S. 10a-151b
C.G.S. 4a-52a

DESCRIPTION

CCSU is seeking a qualified contractor to sand, refinish and apply game lines at Detrick Gymnasium in Kaiser Hall accordance with attached specifications.

Total Bid $_____________________

Important Notes:

- All related documentation as available at http://www.ccsu.edu/purchasing/currentBids.html
- Mandatory pre-bid conference to be held on Tuesday Dec 3 at 10:00 AM at Kaiser Hall main lobby. Late arrivals (10 minutes or more) will not be given credit for attendance nor allowed to participate in the bid process.
- Current Certificate of Insurance naming CCSU as additionally insured will be required from awarded contractor.
- Return bid to the CCSU Purchasing Dept, Davidson Hall room 22802 in a sealed bid envelope marked:
  Sealed Bid # 2020-09 Due by 3:00 PM on December 17, 2019
- ES&H/OSHA: Contractor is expected to understand and follow all CCSU Environmental, Safety and Hygiene policies. See page 15 for more information.
- Contractors may submit questions via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:00 p.m., E.S.T., on Dec 10, 2019. Any questions and answers, or clarifications or corrections shall be published as an addendum
- CCSU may need to issue one or more addenda related to this RFQ. Such addenda shall be posted at http://www.ccsu.edu/purchasing/currentBids.html It shall be the responsibility of prospective bidders and other interested parties to familiarize themselves with the web site and visit it regularly during the RFQ process for updated information or addenda.

Vendor Authorized Signature ___________________________________________  

Date ____________________

Printed Name ______________________________________________________

Email Address _____________________________________________________

Telephone and Extension _____________________________________________

FEIN _______________________________________________________________  

Cash Discount Payment Terms ____% ____days, Net 30
SAND, REFINISH AND APPLY GAME LINES AT DETRICK GYMNASIUM

DESCRIPTION AND SPECIFICATIONS

This contract will be for sanding and refinishing the floor and for applying game lines at Detrick Gymnasium.

The gym floor is 24,688 sq. feet.

Specifications call for 350 Bona Sport Seal water base polyurethane sealer, 350 Bona AllCourt Poly water base finish and 350 Bona CourtLines Sport Floor water base paint or equivalent preapproved water base products. No substitution without authorized approval.

If bidding a substitute or “equal” bidder MUST include COMPLETE information and specifications 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” MUST be inter-compatible and 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.

Important Project Notes –

1. All work shall be in strict accordance with OSHA and product manufactures instructions as they relate to Volatile Organic Compounds (VOCs)

2. The selected contractor shall coordinate with CCSU to vent the gym area as necessary and regulate negative pressure inside the gym and positive pressure outside. CCSU shall control the air flows thru the existing HVAC system. Contractors shall be responsible for using HEPA filters on all sanders to collect sanding particles at the source and avoid clogging existing building vents.

3. The contractor shall contain or seal off the work area including all existing system ventilation system(s) with Polyethylene. The Contractor shall maintain negative air within the work space utilizing negative air machines that incorporate HEPA filters discharged to the outside of the building, utilizing flexible ductwork.

4. The contractor shall be responsible for covering all outer front and rear lobby doors to the gym with Polyethylene, sealed tight with tape prior to starting work.

5. The contractor shall be responsible for covering all fixed and nonfixed seating and structures in the VIP Sky Box and Press Box with Polyethylene, sealed tight with tape prior to starting work.

6. The contractor will be responsible for covering and protecting all stainless-steel floor boxes and inserts.

7. Both the east and west side bleachers shall be covered to prevent dust and debris collecting within the bleachers.

8. The power source location of the 3 phase, 4 wire, 100 amp service is in back center closet of Detrick Gym.

Sanding –

Floor shall be sanded using drum sander, edger, and hand scraper as required and according to any manufacturer sanding specifications and guidelines.

After sanding, entire floor shall be buffed using 100-grit screen back or equal grit sandpaper with a commercial buffing machine and according to product guidelines.

Floor shall present a smooth surface without marks, gouges or streaks and shall be thoroughly vacuumed or tack cleaned prior to applying the first finish coat.
Finishing –
Contractor shall apply two (2) coat of sealer, screen or steel wool and vacuum or tack clean after sealer dries, followed by painting of game lines, and apply two (2) coats of finish, all in accordance with manufacturer specifications. Center court shading as attached. Specific tint TBD via RFQ addendum.

Paint Game Lines –
Game lines shall be applied cleanly and accurately after the seal coat and after buffing and vacuuming or tacking. Lines shall be straight and sharp and lain out in accordance with drawings and shall follow NCAA and NEC rules and guidelines. Specific to Basketball – remove 3 foot arches from all three courts; expansions of the size of coaches’ box by ten feet from 28 feet to 38 feet. Keep the 28 foot coaches mark as it is helpful with other rules. Place an NCAA Basketball Logo or X at center court scorer’s table for substitution mark - TBD via RFQ addendum.

*Three (3) basketball courts NCAA specific colors TBD via RFQ addendum
*Four (4) elbows for volleyball court on main court only specific colors TBD via RFQ addendum
*Two (2) volleyball courts (east and west courts only) specified colors TBD via RFQ addendum
*Ten (10) badminton courts specified colors TBD via RFQ addendum
* Twelve (12) gymnastic squares specified colors TBD via RFQ addendum

NEC Logo Court Markings-
Replace outdated NEC logo on center court with new NEC logo on attached diagram as specified.

Center court logo orientation to be reversed from east facing to face west with State of Connecticut and Blue Devil Head placed in approved dimension and disclosed at pre-bid meeting. See attached.

Tick Marks –
Approximately 102 tick marks shall be applied in accordance with NEC Volleyball rules and guidelines and in the same manner as game lines and two (2) volleyball tick marks off court.

Clean up –
Contractor shall be responsible for removing all tape on stainless steel floor boxes and inserts, all Polyethylene from bleachers and the VIP Sky Box and Press Box, all debris and unused materials from the premises.

Time Frame –
CCSU expects this project to be started on May 22, 2020 and ready for use by June 28, 2020.

Award –
CCSU shall consider, when making an award, cost, materials to be used, ability to meet time frame for project. And past performance/references.

CCSU shall enter into a Contract with the awarded contractor for the services described herein. This Request for Proposal and the successful proposal will constitute the fundamental outline of the awarded contract.

See Attachment A, for “Draft Boiler Plate Contract Language

After a contract has been executed, CCSU shall issue a Purchase Order to the awarded contractor which will serve as the financial vehicle for submittal of, and payment of, invoices for services rendered.

Invoice –
CCSU must be invoiced no later than 60 days after completion of scope of work.
EMPLOYEE STANDARDS OF CONDUCT

CCSU has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

1. Use or possession of drugs or alcohol;
2. Possession of firearms;
3. Smoking in Agency buildings;
4. Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community;
5. Violation of applicable traffic or public safety regulations or of Agency rules and procedures;
6. Unauthorized use of Agency vehicles, equipment or property;
7. Use of University telephones for personal business;
8. Removal or theft of University property;
9. Unauthorized duplication or possession of University keys;
10. Transfer of personal identification card or of parking pass to unauthorized personnel;
11. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
12. Interference with the work of other employees;
13. Work attire other than the specified uniform;
14. Loud, vulgar behavior or the use of profanity;

The Agency may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of these standards, or in violation of other standards adopted by the Agency from time to time, as required to protect the health, safety and welfare of the University community.
STATEMENT OF BIDDER'S QUALIFICATIONS and REFERENCES

This form will be used in assessing a Bidders Qualification and will be used to determine if bid submitted is from a responsible bidder. State law designates that contracts be awarded to the lowest responsible qualified bidder. Factors such as past performance, integrity of the bidder, conformity to the specifications, etc., will be used in evaluating bids.

BIDDERS NAME: ________________________________

ADDRESS: __________________________________

1. Indicate how many years you have with direct (on the job) experience in all phases of work described herein, including sanding, finishing, cleaning, coating and repairs of university level gym floors. ________ years.

2. List four completed projects similar in nature to this RFQ which demonstrates your company's ability to perform the required services.

<table>
<thead>
<tr>
<th>References</th>
<th>Institution</th>
<th>Contact Name</th>
<th>Telephone No.</th>
</tr>
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<td>Reference #3</td>
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<tr>
<td>Reference #4</td>
<td>_________</td>
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<tr>
<td>E-mail:</td>
<td>__________________</td>
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</table>

3. The successful bidder will be a currently accredited installer with the Maple Flooring Manufacturers Association (MFMA). Include a copy of your current accreditation certificate with your bid response.
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Representation
By Entity
For Contracts Valued at Less Than $50,000

Written representation that 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 less than $50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _________________________, __________________, of ___________________________,
Authorized Signatory Title Name of Entity
an entity duly formed and existing under the laws of ________________________
Name of State or Commonwealth
represent that I am authorized to execute and deliver this representation 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 Date

___________________________________________
Printed Name
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)  

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 engineers, 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**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number_________________________________</th>
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</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Or Social Security Number______________________________________________________</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Major Business Activity (brief description)</td>
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<tr>
<td>Chief Executive</td>
<td>Bidder Identification (response optional/definitions on page 1)</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a small contractor. Yes__ No__</td>
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<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
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<tr>
<td></td>
<td>(If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
</tr>
<tr>
<td></td>
<td>- Bidder is certified as above by State of CT Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>- DAS Certification Number ____________________________</td>
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<tr>
<td>Bidder Parent Company (If any)</td>
<td>Other Locations in Ct. (If any)</td>
</tr>
</tbody>
</table>

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__

6. Does your company have a collective bargaining agreement with workers? Yes__ No__

6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__

6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct.? 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__

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__

9. Does your company have a mandatory retirement age for all employees? 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__

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__

12. Does your company have a written affirmative action Plan? Yes__ No__

If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__

If yes, give name and phone number.

**Part III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

PLEASE COMPLETE REVERSE SIDE
**PART IV - Bidder Employment Information**

Date: (Page 4)

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
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<th>BLACK (not of Hispanic origin)</th>
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<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
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**FORMAL ON THE JOB** (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

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
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<tbody>
<tr>
<td>State Employment Service</td>
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<td>Work Experience</td>
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<td>Ability to Speak or Write English</td>
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<td>Wage Garnishments</td>
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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)

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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. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
3. 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 and materials 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.
10. 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.
III. 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:

C. General Conditions

1. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
2. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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.
8. 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.

Central Connecticut State University is an affirmative action equal opportunity institution. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law.
ENVIRONMENTAL HEALTH AND SAFETY PROCEDURES AND REQUIREMENTS

The Central Connecticut State University Office of Environmental Health and Safety (EH&S) remains committed to providing a safe work place environment for its students, faculty, staff and contractors. The following procedures have been put into place for all contractors to follow with all work both routine and emergency. Failure to comply will lead to job stoppage, employee suspension or removal and possible loss of contract work.

A. All workers need to be experienced and OSHA safety trained in their specific job duties or trades.

B. A job hazard analysis must be completed in writing by the contractor utilizing administrative, engineering and personal protective controls.

C. A safety plan must be submitted for approval to the CCSU EH&S, including all Safety Data Sheets along with OSHA 10 and all other document-required trainings or certifications, i.e. scaffolds, confined space, lift truck, tow motor, etc.

Barricades, safe work zones, signage, timing of work and other work control methods are required in the safety plan as the protection of the students, staff and faculty and workers is required at all times and is of the utmost importance.

All unsafe work conditions are required to be addressed at once. Near misses and other unsafe events should be documented and reported to the EH&S office at once.

D. A hot work permit must be obtained prior to any hot work. Contact EH&S for written permission.

E. If any work will block or alter a response of Emergency Apparatus, (fire, police or medical) the contractor must gain approval from the CCSU EH&S in advance.

F. Contractor are NOT ALLOWED to tamper or disable any fire detection/protection device without the written permission of the CCSU EH&S. This includes physically covering a device.

G. Contractor must provide to EH&S a list of emergency contact numbers during work and off hours.

H. Contractor assumes responsibility for site safety at all times. If any student or staff enters into a work zone without being signed onto the safety plan or not wearing the correct personal protective equipment, work must be stopped and the situation corrected.

I. Contractor assumes responsibility for securing the site or any hazards upon completion of work both at lunch and end of day.

J. Contractor is required to secure and provide a “CALL BEFORE YOU DIG” permit if digging any holes by mechanical means, and only after an acceptable layout has been done.

K. All contractor injuries must report to the CCSU EH&S within 1 hour of the injury. A written report, photos and method changes will be required before the job re-starts.

L. Contractors doing work on off hours (outside of Monday thru Friday 8:00 am to 4:00 pm) must sign in and out with the University Police Department whenever there is no project manager, CCSU contract administrator or EH&S professional available.

M. The project managers will perform job site inspections daily or as needed with the project contact person.

N. Any changes to work plans or documents require reporting to CCSU EH&S

O. Unless specifically required for the project at hand, use of campus sidewalks by contractor vehicles is restricted to emergencies only and needs prior approval by EH&S or the University Police. All vehicles on campus sidewalks shall follow these rules of operation:
   • Vehicle speed shall not exceed 5 mph
   • Vehicle shall turn on flashers and headlights at all times
   • Driver and passenger(s) shall wear seatbelts whenever the vehicle is in motion
   • Contractor shall provide a ground man for larger vehicles and or while backing up

P. No work by a contractor or sub will start without first contacting the office of Environmental Health and Safety unless it has immediate impact to student/staff safety or is emergency response related. All off hour injuries, near miss, and other incidents require immediate contact even in off hours. CCSU Office of Environmental Health and Safety contact information:
   Karen Mishbach  860-832-2499, email: karen.misbach@ccsu.edu
   Terrence Ferrarotti  860-832-2386, email: ferrarottitep@ccsu.edu
   CCSU Police Department  860-832-2375