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 deemed 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 initial 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 the 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. Proponents 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 by 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/PurchasePortal/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 Notice to Proposers, Contract Compliance, and EEO-I. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.

2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample’s return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.

3. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

1. If required by this RFP, the proposal must be accompanied by a bid bond or a certified check in an amount that is ten percent (10%) of the bid amount. The bid bond must be executed by an insurance company licensed to do business in the State of Connecticut. Certified checks must be made payable to CSU or the appropriate CSU University.

2. The proposal bond must be executed by the proposer as follows:
   (a) If the proposer is a corporation - must be signed by an official of the corporation above his or her official title, and the corporate seal must be affixed over the signature.
   (b) If the proposer is a partnership - must be signed by a general partner.
   (c) If the proposer is an individual - must be signed by the individual and indicate that he or she is "doing business as . . . ."

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

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.

2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.

3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and
omissions if, in CSU’s judgment, the best interests of
CSU or the State of Connecticut will be served.

4. CSU reserves the right to correct inaccurate awards
resulting from its administrative errors.

5. The Award Notice and Offer (to enter into a formal
contract) shall be sent to the awarded proposer by first
class certified mail, return receipt requested, to the
address provided in the awarded proposal, or by
overnight courier. The Notice and Offer shall
constitute an offer by CSU to enter into negotiations to
come to a formal contract agreement. If the proposer,
within ten (10) business days of receipt of said Notice
and Offer, declines to begin contract negotiations, then
the offer to negotiate a contract may be withdrawn and
an offer to negotiate a contract extended to the next
lowest responsible qualified proposer, and so on until a
contract is negotiated and executed.

6. Each proposal submitted shall constitute an offer by
the proposer to furnish any or all of the commodities or
services described therein at the prices given and in
accordance with conditions set forth in the proposal, the
RFP, and these “Standard Terms and Conditions.”
Acceptance and resulting contract formation shall be in
a formal written document authorized by CSU’s
Purchasing Department and where applicable, approved
by the Attorney General, and shall comprise the entire
agreement between the proposer and CSU.

IV. TERMS AND CONDITIONS RELATED TO
CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. Any product developed and accepted by CSU under a
contract awarded as a result of an RFP shall be sole
property of CSU, unless stated otherwise in the
contract.

2. Data collected or obtained by the contractor in
connection with the performance of the contract shall
not be shared with any third party without the express
written approval of CSU.

3. The contractor shall defend, indemnify and hold
harmless CSU, its officers and employees, against any
and all suits, actions, legal or administrative
proceedings, claims, demands, damages, liabilities,
monetary loss, interest, attorney’s fees, costs and
expenses of whatsoever kind or nature arising out of the
performance of the agreement, including those arising
out of injury to or death of contractor’s employees or
subcontractors, whether arising before, during or after
completion of the services thereunder and in any
manner directly or indirectly caused, occasioned or
contributed to in whole or in part, by reason of any act,
omission, fault or negligence of contractor or its
employees, agents or subcontractors. Without limiting
the foregoing, the contractor shall defend, indemnify
and hold CSU and the State of Connecticut harmless
from liability of any kind for the use of any copyright
or uncopyrighted 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 78.

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
type 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 that the 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
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 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 Employer’s Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer’s Liability with minimum limits of $100,000 each accident, $500,000 Disease - Policy limit, $100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.

2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
   (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
   (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.

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

4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.

5. The contractor’s insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days’ prior written notice sent by certified mail to CSU.

7. “Claims Made” coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds

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

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

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

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

D. Delivery

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

2. Delivery shall be to the point specified in the contract.

3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor’s expense.

4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.

5. Deliveries shall be subject to weighing 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.