

BID NO.:
RFP 011-A-SCSU-003

BID OPENING DATE:
August 25, 2010

BID OPENING TIME: SURETY AMOUNT:
2:00 p.m.

DATE ISSUED:
August 2, 2010

COMMODITY CLASS/SUBCLASS AND DESCRIPTION:
Redesign of University Web Site for Southern CT State University

TERM OF CONTRACT/DELIVERY DATE REQUIRED

Jane Mailhiot
Purchasing Manager
(203) 392-6704
Email: mailhiotj1@southernct.edu

Date

AFFIRMATION OF BIDDER: The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge of the standard bid and contract terms and conditions of current issue and in effect on the date of bid issue.
2. Your written signature below indicates agreement of the CSUS standard terms and conditions of which are incorporated herein.

Bidder Information

COMPLETE COMPANY NAME (TRADE NAME, DOING BUSINESS AS)		FEDERAL EMPLOYER IDENTIFICATION NUMBER (FEIN)		
COMPANY ADDRESS	STREET	CITY	STATE	ZIP CODE
CONTACT NAME (TYPED OR PRINTED)		TELEPHONE NUMBER (INCLUDE TOLL-FREE NUMBERS)		FAX NUMBER
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE NAMED COMPANY			DATE EXECUTED	
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLED OF AUTHORIZED PERSON	
COMPANY E-MAIL ADDRESS AND/OR COMPANY WEB SITE				
IS YOUR BUSINESS A: ☐ PROPRIETORSHIP (INDIVIDUAL) ☐ PARTNERSHIP OR ☐ CORPORATION (TYPE OF CORPORATION)				
IS YOUR BUSINESS CURRENTLY A DEPARTMENT OF ADMINISTRATIVE SERVICES CERTIFIED SMALL BUSINESS ENTERPRISE: ☐ YES (ATTACH CERTIFICATE TO BID) ☐ NO				
IF YOUR BUSINESS IS A PARTNERSHIP , YOU MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.				
IF YOUR BUSINESS IS A CORPORATION , IN WHICH STATE ARE YOU INCORPORATED?				
IF YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY & ADDRESS:				
HAS YOUR BUSINESS RECEIVED FUNDING FROM THE SMALL BUSINESS ADMINISTRATION? ☐ YES ☐ NO				
REMITTANCE INFORMATION, IF DIFFERENT FROM ABOVE				

THIS FORM and REQUIRED PROPOSAL SCHEDULE FORMS MUST BE COMPLETED AND RETURNED WITH BID PROPOSAL.

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the

equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.

11. Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

C. Samples

1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
2. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless

otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.

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

D. Bonding Requirements / Guaranty or Surety

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

III. CONTRACT AWARD

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

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

IV. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
4. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7C.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and

deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.

18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
 - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

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

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

C. Bonds

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

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

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

D. Delivery

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

E. Inspection and Tests

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

F. Advertising

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

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

(Revised 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 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 bidder’s “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.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, 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) (Page 3)

<u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East. <u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa. <u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.	<u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. <u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 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__	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. _____ _____

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__

PART IV - Bidder Employment Information Date:

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

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, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Fein:

REQUEST FOR PROPOSAL
011-A-SCSU-003

Summary

Issue Date: July 21, 2010

Title: Redesign of University Web Site

Issuing Agency: Southern Connecticut State University

Period of Contract: Commencing on or about October 1, 2010 – September 30, 2012 with the option at the discretion of Southern Connecticut State University to renew for three (3) additional one year periods

Questions due: August 11, 2010 by 12:00 p.m.(E.S.T)

Proposal submission deadline: August 25, 2010 by 2:00 p.m. (E.S.T.)

Sealed proposals are to be delivered to: Jane Mailhiot, Purchasing Manager
Purchasing Department
Southern Connecticut State University
Wintergreen Building
501 Crescent St.
New Haven, CT 06515-1355

BID CHECK LIST SECTION

THE FOLLOWING FORMS MUST BE RETURNED WITH YOUR BID:

1. Form SCSU-1 Contract Proposal
2. CHRO Contract Compliance Regulations Notification to Bidders
3. OPM Ethics Form 5 - Consulting Agreement Affidavit
4. Certificate of Insurance
5. Form SCSU-6 References

UPON AWARD OF THE CONTRACT, THE FOLLOWING MUST BE PROVIDED TO THE SCSU PURCHASING DEPARTMENT:

1. OPM Ethics Form 1 - Gift and Campaign Contribution Certification

NOTE: For the purpose of this bid, the planning date for completing the affidavits included in this bid package is April 15, 2010

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Section 2. Scope of Work	 pages	11-18
Section 3. Proposal Requirements	 pages	19-20
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Forms and Affidavits Section

Form SCSU-1 Contract Proposal

Connecticut State University Terms and Conditions

CHRO Contract Compliance Regulations Notification to Bidders

Form SCSU-6 References

OPM Ethics Form 1- Gift and Campaign Contribution Certification

OPM Ethics Form 5-Consulting Agreement Affidavit

OPM Ethics Form 6- Affirmation of Receipt of State Ethic Laws Summary

State Elections Enforcement Commission-SEEC Form

Redesign of University Website

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by Southern Connecticut State University (hereinafter referred to as the "University" or "SCSU") seeking proposals from experienced and qualified vendors to redesign the University's general/public website.

1.2 AUTHORITY

This RFP is issued by SCSU under the provisions of the Connecticut General Statutes 4a-52a and 10a-151b.

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1, Administrative Overview -- Provides Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2, Scope of Work -- Provides Contractors with a general description of the University, background, RFP objectives, the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3, Proposal Requirements -- Describes the required format and content for the Contractor's proposal.

Section 4, Evaluation Criteria -- Describes how proposals will be evaluated by SCSU.

Appendix I Instruction to Proposers

Appendix II Proposal Certification

1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to mailhiotj1@southernct.edu. The deadline for submission of questions is **12:00 p.m., E.S.T., on August 11, 2010**. Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. See section 1.8

1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus six (6) copies of the proposal. Proposals shall be received by the SCSU Purchasing Department no later than **2:00 p.m. E.S.T., on August 25, 2010**, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

Jane Mailhiot
Purchasing Department, Wintergreen Building
Southern Connecticut State University
501 Crescent Street

New Haven, CT 06515

The outside cover of the package containing the proposal shall be marked:

RFP/RFQ 011-A-SCSU-003, Redesign SCSU's website submitted by (Name of Contractor)

*** Note that in the event of university closing or early dismissal due to inclement weather this RFP will be due and opened at 2:00 PM on the next business day. Please call the University Snow Phone at 203-392-7669 for up to date information on cancellations or early closings.**

1.6 COSTS FOR PROPOSAL PREPARATION

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

1.7 DISQUALIFICATION OF PROPOSALS

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

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

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

1.8 ADDENDA TO THIS RFP

SCSU may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted at <http://www.southernct.edu/purchasing/bids/> and http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp

It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.9 RIGHTS RESERVED

SCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of SCSU will be served. Should SCSU determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document will be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

1.10 FINAL CONTRACT

SCSU intends to use this RFP and the successful proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract.

1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

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

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

1.12 CONTRACT INVALIDATION

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

1.13 TERM OF CONTRACT

The awarded vendor should be able to initiate work on this project as soon as possible upon approval of SCSU. Formal award shall be in the form of a completed Personal Services Agreement or SCSU Agreement document.

1.14 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated contract will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting contract.

1.15 ADVERTISING

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by an authorized representative of SCSU on a case by case basis, that it shall have no right to use, and shall not use, the name of Southern Connecticut State University, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

1.16 IMMUNITY FROM LIABILITY

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from vendor's activities involving third parties and arising from any contract resulting from this Request for Proposal.

1.17 PREVAILING LAW

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut.

1.18 CONTRACT TERMINATION FOR CAUSE

The University may terminate any resulting contract for cause by providing a Notice to cure to the appropriate Firm citing the instances of noncompliance with the contract.

- a) The Firm shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- b) If the Firm and the University reach an agreed upon solution, the Firm shall then have thirty-(30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- c) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Firm, the University reserves the right to terminate the agreement.

1.19 RECYCLED MATERIALS

The University and the State of Connecticut has a commitment to encourage the purchase and use of recycled and recyclable materials whenever technically or economically feasible or required by law. Proposers are encouraged to use recycled or recyclable supplies.

1.20 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

In entering into any contract resulting from this RFP the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order No. three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated on February 15, 1973.

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law, except where it relates to bona fide occupational qualifications.

1.21 GOVERNOR RELL'S EXECUTIVE ORDER 14

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

1.22 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

In the interest of supporting SCSU's initiative to reduce waste and extraneous use of natural resources, SCSU is requesting the following –

- All proposals should be submitted on two-sided recycled paper where possible.

- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

1.23 CONTRACT EXTENSION

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 thirty five (35) Connecticut 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.

1.24 SEEC REQUIREMENTS

All bidders are required to comply with the below SEEC requirements, and the requirements contained within SEEC form 11 located in this RFP starting on Page 23

"With regard to a state contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission or response to the State's solicitation expressly acknowledges receipt of the State Election Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice."

Section 2. Scope of Work

2.1 Description of Current Website

SCSU is seeking a restructure and redesign of its main site to give the site visitors a user-friendly and positive experience.

SCSU current site has up-to-date content in an outdated interface. The main site is maintained by a full-time webmaster, a part-time web developer, and a Web content manager. The site consists of approximately 8,600 pages and receives an average of 10,000 hits daily. A few department/program sites are located outside of the main site and are maintained by departments/programs.

SCSU currently has a content management system (CMS). Our current CMS allows individual departments to maintain sections of their website and confine users to a uniform webpage template and style sheet. This CMS is out dated and does not support many new web features. SCSU is conducting a separate RFP to select a new content management system.

2.2 Project Objective / Goals

While it is important to provide our visitors with a rich and engaging interface that conveys the spirit of the University, we understand that this project must yield much more than just a new "look and feel". The website has become a vital resource for the entire University community. It is expected that this project will involve all areas of the institution and will require reworking content and site architecture, and may require changes to internal policies and procedures. The chosen vendor will design a website that can accomplish the following goals:

- Communicating the SCSU brand (promote the institution) as outlined in materials provided by the SCSU Web Redesign Committee
- Provide an engaging and interactive experience to visitors of all ages in sustainable relationships with the University
- Provide an appealing design
- Provide easy and intuitive navigation. Increase website readability, browse ability and search ability
- Work in concert with print publications and email campaigns to provide additional information, dynamic content, and functionality

The chosen vendor will facilitate inter-departmental cooperation to accomplish the following goals:

- Participate in meetings with Website Redesign Committee members selected by the University. Collect information about redesign goals in order to make knowledgeable recommendations on the best site architecture based on current and future use.
- Identify departmental Content Liaisons and formalize content management procedures.
- Help the University community take ownership of the website, and understand the important role they play managing their content.

2.3 On-going Maintenance

The site will be maintained by the University through the CMS. If more extensive maintenance work on the finished site is needed, SCSU will negotiate that with vendor separately.

2.4 Primary Audiences

The University's homepage is a quintessential piece of the institution's overall presence. The selected vendor will be expected to identify those elements that should be included on the homepage, and design a page that presents those elements in a clean and efficient manner. In addition the primary role of the homepage must be to serve the needs of these audiences.

- Prospective Students & Parents
- Current Students
- Faculty
- Staff
- Alumni
- Donors
- Partners
- Community
- School Counselors

2.5 Website Templates

Through knowledge of industry standards and frequent interaction with the Web Redesign Committee, the vendor will design, develop, install and test a set of new templates for the University's websites. The templates must provide consistent navigation, layout, and styles in a manner that is user-centric and intuitive.

The templates should utilize Cascading Style Sheets (CSS) wherever possible rather than graphics. Graphics should support and enhance both the content and overall message. Individual web pages should print cleanly to standard letter size paper. Use of java script libraries (ie: j query, moo tools, etc.) are preferred over the use of Flash or other multimedia technologies when possible. However use of Flash is acceptable, but should not impede access to the content. The content should be presented in such a way as to allow the template to be easily changed (re-skinned).

The templates should be designed to increase search ability on all major search engines that include but not limited to Google, Yahoo, Bing, and other top-ranking search engines.

The templates may need to be customized to work with the Content Management System by adding hidden tags for specific editable regions.

2.6 Consistent Look & Feel

It is important to provide consistent layout and navigation across the website, though we also understand that some areas of the University may serve unique audiences, and their web presence must reflect the individual personality of each of those areas. The vendor will work with the SCSU Web Redesign Committee to identify these areas and include unique variations of the web templates intended to appeal to these audiences. The University will also provide photos, logo files, and information on appropriate logo use and logo color Pantones for these purposes.

2.7 Accessibility

It is imperative that the website is accessible to everyone. By utilizing principles of universal design, all website elements must achieve cross-platform and cross-browser compatibility, W3C and WAI compliance and ADA 508 compliance while strictly adhering to web standards (XHTML Strict, CSS, Java script, XML, etc.). Web pages that require Java script, CSS or other client-side technologies must degrade gracefully with minimal loss of functionality. Web pages should use

the most recent Unicode Standard to support the display of content in diverse languages. Pages should also be downloaded easily onto mobile devices. A separate “mobile” template of the web site may be required as determined by the SCSU Web Redesign Committee.

2.8 Design

The selected partner will develop three general design concepts from which the SCSU team will evaluate and select. The design options should range from a very traditional look to a very edgy look. Regardless of the degree of edginess, the design must support SCSU's brand and help tell our story. Direction may be given by the Web Redesign Committee.

2.9 Navigation

SCSU wishes to develop the new Web site with a navigation philosophy that stresses the following:

- Everything must be reachable within three clicks
- Consistent master navigation site-wide
- Template options that offer design flexibility while providing consistency of look and feel
- Search capability built into the website. We prefer not to use a Google Search such as the one presently on the SCSU website.
- Intuitive to the intended users
- Eliminate clutter
- Built for non-linear traffic (assuming some visitors will enter the site from pages other than the homepage). We will utilize landing pages for marketing purposes. The proposed website must accommodate this and allow for an intuitive experience for the end user.

2.10 Functionality and Interactivity

SCSU would like to include the following features on the website:

- Blogs (student, faculty, and alumni)
- RSS
- Interactive forms (application, register for a visit, etc.)
- Online payments
- Virtual tour
- Videos (We use a you tube account already that may be used for this functionality)
- Cost and financial aid estimator
- Admittance tracker
- Integrated calendar (preferably using icalendar standards)
- Social media (Facebook, YouTube, Twitter) – These links can be provided by the SCSU Web Redesign Committee.
- Live chat
- Emergency announcement feature

2.11 Search Engine Optimization and Marketing (SEO/SEM)

SCSU realizes the importance of effective search engine optimization. As such, the new site should be built based on the latest SEO standards and principles in order to effectively drive more of the right traffic to the SCSU site. As the site is being redesigned, consideration should be given to content relevance in an effort to boost organic rankings in Web searches on Google, Yahoo,

Microsoft and other search platforms. The following should be addressed:

- Keyword analyses to determine which keywords and phrases are capable of driving the most effective traffic
- Inclusion of page title tags and meta data; also alt tags on photos
- Content optimization (ensuring key phrases are integrated often into site text)
- Submission to directories
- Consideration of inbound linking opportunities.

2.12 Technology and Server Platform Background

SCSU requires the new website to run on Red Hat Enterprise Linux 5, Apache 2, PHP 5, and MySQL 5 to remain compatible with the other existing websites.

SCSU prefers a solution whereby administration (directory restrictions, etc) can be integrated through Active Directory/LDAP.

2.13 Project Phases

It is expected that this project may be accomplished in the following phases. Proposals should address everything outlined in the project description, and include anticipated timeframes (estimated in hours), cost, suggestions for cost savings, and proposed formats for each phase.

Phase I. Assessment & Planning

Vendor will provide need analysis strategy proposal, site audit assessment, and requirements documentation to Website Redesign Committee.

- A. Needs Analysis (a proposed strategy for research and consultation with campus community)
The breadth and depth of this proposal is to be determined in conjunction with the Web Redesign Committee and Project Lead. This proposal should identify the number of focus groups that will be consulted and an expectation for the time/contribution from SCSU staff during this phase of the project.
- B. Site Audit (a critically written assessment describing the strengths and weaknesses of the current website and suggesting what content can be used from current site.)
The review shall also include basic recommendations for interim modifications to the existing site to comply with the new overall strategy. The vendor also should suggest a strategy for updating content
- C. Requirements Document (an assessment of goals, audiences, existing technologies and functional requirements)
The document should include:
 - a. Current research and best practices concerning the use of web technologies in education.
 - b. Identify target audiences and their information needs.
 - c. Development of a preliminary site plan and functional requirements.
 - d. Identify the best way to create site visibility via major search engines and resources used by current and potential students. (ie. Google, Facebook, YouTube)

Phase II. Site Architecture

Vendor will present recommended sitemap proposal based on information gathered and university website best practices. Included in the sitemap will be a site outline of permissions for content liaisons based on their corresponding site responsibilities.

Sitemap and site permissions outline must be discussed and approved by the SCSU Website Redesign Committee.

Phase III. Mock-ups

Vendor will provide three to five website prototypes for each of the following categories:

- Home page
- Tier Two
 - ✓ Sectional pages (e.g. Admissions, Students, Faculty, Alumni, Community, etc.)
 - ✓ Department pages (e.g. Accounting, Education, etc.)
 - ✓ Other tier-two pages (e.g. Financial Aid, Library, etc.)
- Tier Three – Examples include:
 - ✓ New student orientation pages within Admissions
 - ✓ FAQ page within Office of the Bursar

Vendor should include design options that allow departments flexibility in selecting from among six graphic treatments, so each department may present its material in a style best suited to the topic and audience, while maintaining consistent navigation elements, within the overall look and feel of the site.

Vendor will also provide prototypes for the following elements. Keep in mind that some of these exist on the current site and will require updating while others are new:

- Integrated calendaring system (Using icalendar standards)
- Virtual tour
- Integrated payment option with online application
- Financial aid estimator
- RSS
- Easily accessible and understandable site wide statistics to monitor basic visitor patterns
- Video
- Blogs
- Ensure these elements continue to function properly
 - o Online giving
 - o Site-wide search
 - o People search
 - o Online application

These prototypes should show varied design directions, color palettes, etc. vendor should design with variations for medium in mind (web, print, P.D.A., etc.) Vendor will demo functionality and explanation of technical/implementation specifications. Website Redesign Committee will make suggestions based on templates options and vendor will return with modified designs until a consensus has been reached.

Phase IV. Content Management System

SCSU currently has a content management system (CMS). This CMS allows individual departments to maintain sections of their website and confine users to a uniform webpage template and style sheet. This CMS is out dated and does not support many new web features. SCSU is conducting a separate RFP to select a new content management system. However, we are interested in understanding your approach to content development and management. Your description should address your approach to content development and management.

Phase V. Content Development

Vendor will provide a detailed plan for gathering information, photos and other assets (maps, graphics, charts, etc.) This plan will include a process for editing and refining current web content to make it ready for the new site.

Phase VI. Site Development

The vendor will work with the SCSU web managers and populate the site in a test area.

- Populate templates into Content Management System
- Populate pages into site templates
- Prepare technical documentation
- Custom programming and scripting
- Migration Plan

Phase VII. Testing

The vendor should allow for and outline a process for testing among a varied and large-enough population for effective results. Usability testing should include aspects such as: Color, attractiveness, navigation, message, readability, etc. Vendor will make refinements based on results.

VIII. Training

Train content liaisons on how to maintain their website and develop reference documentation including writing for the web.

Phase IX. Site Launch

The new site will be launched after the test results have been verified and accepted by Web Redesign Committee.

Phase X. Search ability & Marketing

Vendor will present documentation on how the college can promote their site and increase traffic.

2.14 Deliverables

It is expected that at various points throughout this project the vendor will produce the following tangible documents, files or services.

- Detailed Project Plan and timeline
- Needs Analysis
- Site Audit

- Requirements Document
- Site Map
- Site Permissions Outline
- 3-5 static layouts and variations for institutional hierarchy
- Web content needed (text, photos, files, etc.)
- Usability Testing Plan and Test Results
- Migration plan
- Identification and "training" of content providers/liaisons
- Basics of writing for the web and training materials
- Search ability & Marketing Document

"Completion" of the project is defined as when the vendor delivers these items, and the site is launched.

2.15 Source Files

All files used to create web pages, templates, images, or other elements associated with this project shall be delivered, and all copyrights transferred to the SCSU Web Redesign Committee prior to project completion. This includes, but is not limited to the following types of files, HTML, PHP, Java script, CSS, Microsoft Word, PDF, Photoshop, TIFF, JPG, and Flash. Additionally, SCSU may make subsequent change to the site at its discretion. All rights of ownership will reside with SCSU.

2.16 Consulting & Training

Vendor should estimate hourly rate for consulting, if needed, after completion of the project. Also, Vendor should outline the charge for training, if needed, including travel expenses (if applicable.)

2.17 Company Information

In addition to addressing the specifics outlined in this document, proposal must also include the following details about your company:

- The name, address, phone number, and email address for the duly authorized agent submitting the proposal.
- Describe your higher education marketing experience, including relevant Web site redesign experience.
- Provide a minimum of five URLs for higher education Web sites your firm has designed that are similar to the specifications of this RFP.
- Provide a minimum of three references of colleges or universities you have performed similar Web site redesigns for (include institution name, key contact information – name, title, phone number, and e-mail address).
- Clearly outline your process for a Web redesign, including steps and timelines.
- Include resumes of the key staff that will support the project.
- Identify the lead consultant from your firm who will be working on this project.
- Describe your quality control process.
- Describe your creative process (design and content).
- Submit an audited financial statement.
- Description of facilities, equipment, physical resources
- Documentation of any intent to use another company (ies) or private individual(s) as a subcontractor(s) for any part or the whole of the services offered in response to this RFP.

Southern Connecticut State University reserves the right to approve or reject any subcontracting agent or to reject proposals based on the use of subcontracted work.

- Disclosure of complaints, current or pending actions, legal or otherwise
- Disclosure of possible conflicts of interest
- Breakdown of hours and costs assigned to each of the project's phases and an estimated total cost of the project.

Section 3. Proposal Requirements

1. Response Requirements

Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a written point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. The bidder's information should be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content. No fewer than an original and **6 (six)** copies of the proposal shall be submitted.

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

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

2. Proposer Qualifications and Information

The specifications in Part III must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

The following specifications are to be addressed in the Vendor's response.

- a. Describe, in detail, your understanding of the objectives of this RFP and your understanding of issues related to (or the importance of) a state of the art web presence, specifically as they relate to higher education.
- b. Describe, in detail, your proposed plan of action if you were awarded this contract, including time line with goals, objectives, tasks, list of SCSU principals and resources you would need access to, etc.
- c. The ideal consultant will have experience with revamping and revising websites for higher education institutions. Describe and explain your qualifications in this area. Samples of "before and after" web pages would be helpful.
- d. The ideal consultant will be able to work with several SCSU representatives from different areas on campus to work towards a mutually satisfactory goal. In addition, the ideal consultant will be able to gather, analyze and process the recommendations and research provided by the Director of Public Affairs and the Web Revision Committee to comprehend the needs, desires, and recommended directions for the new site and incorporate all these facets into a revised site. Describe and explain your qualifications in this area.
- f. Fee structure. Provide an hourly rate as well as an estimated total cost for the project. Note that SCSU will not bind any proposal to the estimated total cost but we do require it for budgetary purposes.
- g. A cost schedule for any additional or peripheral costs which would apply (travel, accommodations, clerical time, etc)
- h. The bidder's response must clearly demonstrate the capacity to handle the requirements of this contract in addition to current workload. Does the bidder have sufficient resources to take on the resulting contract? Explain.

Along with a narrative addressing how your firm would address each of the phases outlined above, responses to this RFP shall include at least the following information:

- i. Include the full name and address of your organization.
- j. Include name of the lead professional personnel to be assigned to the SCSU project, including a brief resume (relevant education, experience and any pertinent certifications, degrees etc.)
- k. Include a brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP.
- l. List of educational entities, municipalities or similar other entities with which your firm has provided similar services during the past two years. Include a brief description of the activities and a list of names, addresses, phone numbers, contact persons and their relationship to activities.
- m. Provide locations and details of a project(s) similar to this in the past two years.
- n. Include any topics not covered in the Request for Proposal which you wish to disclose which further describes your firm's level of qualification for this project.
- o. Disclose and describe any civil or criminal actions in which your firm or its parent or subsidiaries are currently responding or to which it responded in the last two years.
- p. Provide general qualifications and experience as they relate to the following -
 - A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they shall provide the same information from experience in other states.
 - History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
 - History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.
- q. Provide other such information as the bidder deems pertinent for consideration by the University (supplemental information, value added services, etc)

3. Subcontracting

If the bidder intends to subcontract any portion of the resulting contract, the terms of the proposal subcontract are to be described as part of the response to the required bidder's information. The University may request additional information related to any subcontract proposed.

Section 4. Bid Evaluation Criteria

Evaluation – The award of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value as determined by the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations, and references. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the resulting contract.

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

Evaluation Criteria

Each proposal will be evaluated by a screening committee against the following criteria to determine which proposal is most capable of providing the requested product and services. Each criterion will be evaluated using a point range and then multiplied by a weighted factor to be determined by the committee prior to the due date of the RFP responses.

- Demonstrated understanding of the objectives of this RFP
- Demonstrated ability, based on experience, qualifications and references, to provide the services requested.
- Proposed plan of action including time line with goals, objectives, tasks, etc
- Demonstrated experience in working with higher education institutions.
- Demonstrated ability to coordinate input from and work with various persons and resources.
- Quality and clarity of the presentation to the screening committee concerning vendor's proposal, including Q & A
- Relative proximity of vendor location to the SCSU campus
- Fee structure
- Demonstrated compliance with State of Connecticut contracting statutes and regulations, including history of contracts entered into with the State of Connecticut over the last five (5) years and history of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years

The order in which the above selection criteria are listed is not indicative of their relative importance.

Information Required: Proposals should be presented by following the paragraph and numbering scheme of the RFP and provide the RFP statement as well as the response. Vendors should avoid simple statements such as "Will Comply" or "Yes", and explain answers in full. Specific areas to be addressed are:

General Response Requirements as explained in Section 3

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

Presentations: The University shall request formal presentations of proposals at dates and times to be determined. Presentations shall include questions and answers. It is anticipated that such presentation will not exceed one (1) hour, but additional time may be made available if needed. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer. SCSU reserves the right to require presentations from all proposers or from a "short list" of finalists.

Review of References: Each proposer is required to provide a list of references as requested above. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

The University will include in its evaluation: proposals, presentations, and references. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

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

Appendix I. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Purchasing Department, Southern Connecticut State University, 501 Crescent Street, Wintergreen Building, New Haven, CT 06515
- Name of Proposer:
Title of Proposal: Redesign of University Website
RFP Number: 011-A-SCSU-003
Proposal Due Date: 2:00 P.M., August 25, 2010
- No telephone, telegraphic or facsimile proposals will be considered.
- B. Proposals should include one (1) original (signed in ink) and six (6) copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 90 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.

- K. SCSU reserves the right to correct inaccurate awards resulting from clerical errors.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Jane Mailhiot, Purchasing Manager

Southern CT State University
501 Crescent Street
New Haven, CT 06515
Phone: 203-392-6704
Fax: 203-392-6712
E mail: mailhiotj1@southernct.edu

Appendix II. PROPOSAL CERTIFICATION

RFQ/RFP 011- A-SCSU-003

I certify that:

- this proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer's proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.
- the contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.
- the proposal has been developed independently, without consultation or communication with any employee or consultant of SCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.
- this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

We, the undersigned, in compliance with the Request for Proposal for web redesign and CMS services, hereby agree to the following fees.

Hourly cost, inclusive of all costs, expenses, etc, invoiced monthly \$_____

Firm _____

Authorized
Signature _____

Title _____

Date _____

Commissioner of the Superior Court
Notary Public

Date _____

REFERENCES

List the company name, e mail address, mailing address, contact person and telephone number of five (5) locations where your company has performed similar work as related to this bid.

	<u>Company Name</u> e-mail address	<u>Address</u>	<u>Contact Person</u>	<u>Telephone No.</u>
1.	_____ _____	_____ _____	_____	(____)_____
2.	_____ _____	_____ _____	_____	(____)_____
3.	_____ _____	_____ _____	_____	(____)_____
4.	_____ _____	_____ _____	_____	(____)_____
5.	_____ _____	_____ _____	_____	(____)_____

This form must be included with your bid.



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



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

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:

- ☐ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- ☐ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- ☐ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws* developed by the Office of State Ethics pursuant to Connecticut General Statutes § 1-81b and (2) that key employees of such person, contractor, subcontractor, or consultant have read and understand the summary and agree to comply with its provisions.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a

business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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