

BID NO.: RFP 067-A-SCSU-021	BID OPENING DATE: December 11, 2006	BID OPENING TIME: SURETY AMOUNT: 2:00 pm	DATE ISSUED: November 21, 2006
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COMMODITY CLASS/SUBCLASS AND DESCRIPTION:

On Line Admissions Application 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 and acceptance of the provisions of Form SCSU-7A (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 terms and conditions on the reverse side of this page.

Bidder Information

COMPLETE COMPANY NAME (TRADE NAME, DOING BUSINESS AS) SOCIAL SECURITY OR FEDERAL EMPLOYER IDENTIFICATION NUMBER				
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 A PARTNERSHIP , you MUST ATTACH THE NAMES AND TITLES OF ALL PARTNERS TO THIS BID WHEN RETURNED.				
If Your Business 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				
Is Your Business REPORTABLE TO THE IRS ? ☐ YES ☐ NO If YES, A 1099/W2 WILL BE MAILED TO YOU AT YEAR END.				
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 7B.
8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
10. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
11. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
13. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
15. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
16. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.
17. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and

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

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

B. Insurance

1. Before commencing to perform services pursuant to the contract, the contractor shall obtain, at its own cost and for the duration of the contract, the following insurance:
 - (a) Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
 - (b) Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
 - (c) Professional Liability: \$1,000,000 limit of liability.
 - (d) Workers' Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$500,000 Disease – Policy limit, \$100,000 each employee.

An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
 - (a) The certificate shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
 - (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor's insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.

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

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

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**

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

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n." "Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans . . . (2) Hispanic Americans . . . (3) persons who have origins in the Iberian Peninsula . . . (4) Women . . . (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians . . ." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

The awarding agency will consider the following factors when reviewing the bidder's qualifications under the contract compliance requirements:

- (a) the bidder's success in implementing an affirmative action plan;
- (b) the bidder's success in developing an apprenticeship program complying with Sections 46a-68-1 to 46a-68-17 of the Administrative Regulations of Connecticut State Agencies, inclusive;
- (c) the bidder's promise to develop and implement a successful affirmative action plan;
- (d) the bidder's submission of employment statistics contained in the "Employment Information Form", indicating that the composition of its workforce is at or near parity when compared to the racial and sexual composition of the workforce in the relevant labor market area; and
- (e) the bidder's promise to set aside a portion of the contract for legitimate minority business enterprises. See Section 46a-68j-30(10)(E) of the Contract Compliance Regulations.

INSTRUCTIONS AND OTHER INFORMATION

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A 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.

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, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

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.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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 nondiscrimination 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 nondiscrimination 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__ 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)	1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

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											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, 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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REQUEST FOR PROPOSAL

067-A-SCSU-021

On Line Admissions Applications

FOR

SOUTHERN CT STATE UNIVERSITY

Southern Connecticut State University
Purchasing Dept.
501 Crescent St.
New Haven, CT 06515

Name: Jane Mailhiot
Title: Purchasing Manager
Telephone: (203)392-6704
Fax: (203)392-6712
E-mail: mailhiotj1@southernct.edu

Authorized Signature of SCSU

Bidder: _____
Address: _____
City, State, Zip: _____
Signed: _____

Name: _____
Title: _____
Telephone: _____
Fax: _____
E-mail: _____
Fein: _____
Date: _____

Authorized Signature of Bidder

**Request for Proposal
On Line Admissions Applications**

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- III. General Information**
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- VI. Instructions and Information for Submitting Proposal**
- VII. Proposal Specifications**
- VIII. Evaluation of Proposals**
- IX. Rights Reserved to the University**
- X. Forms**

Attachments

- Affirmation of Bidders**
- Reference sheet**
- CHRO Forms**
- Connecticut State University Standard Terms and Conditions**

**REQUEST FOR PROPOSAL
Summary**

Issue Date: Tuesday, November 21, 2006

Title: On Line Admissions Applications for SCSU

Issuing Agency: Southern Connecticut State University

Period of Contract: Commencing on or about February 1, 2007

Questions due: 4:00 p.m., Friday, December 1, 2006 by e mail
to: mailhiotj1@southernct.edu

**Proposal submission
deadline:** 2:00 p.m. December 11, 2006

**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**

I. PURPOSE

Southern Connecticut State University (the University and/or SCSU) is seeking a vendor/s to design, develop, and maintain a fully electronic on-line admissions application for both graduate and undergraduate (two separate applications). This process must include a method to easily upload the application and payment data directly into the University's ERP system (SunGard Banner).

The resulting contract award may be extended to any of the other campuses in the Connecticut State University System; Central Connecticut State University in New Britain, CT, Eastern Connecticut State University in Willimantic, CT, Western Connecticut State University in Danbury, CT, as well as the System Office in Hartford, CT. Such contract extension shall be under the same terms and conditions agreed to by Southern Connecticut State University.

An RFP evaluation screening committee will select the vendor best meeting the needs of the University. The evaluation screening committee anticipates the resulting award of this RFP to be no later than February 1, 2007. The awarded vendor must be prepared to begin work immediately and provide the completed applications no later than 8 weeks upon award of the agreement.

II. THE UNIVERSITY

Southern Connecticut State University, a 168-acre campus located in the Westville section of New Haven, is part of The Connecticut State University System. The CSU System consists of four comprehensive universities and a System Office. The universities are located in urban areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury. The System Office is located on Woodland Street in Hartford. CSU is governed by an 18-member Board of Trustees.

Southern Connecticut State University serves over 12,000 students. Almost 93% of SCSU's students are residents of the State of Connecticut. Over 7,000 of SCSU students are full-time undergraduates – the part-time undergraduate population is approximately 1,500. Approximately 2,600 of the full-time undergraduate students reside in campus housing. In addition, SCSU serves almost 1,000 full-time graduate students, and over 2,800 part-time graduate students, making it the largest graduate school in the CSU system. Furthermore, SCSU's alumni population is almost 58,000.

Southern Connecticut State University also has almost 400 full-time teaching faculty, approximately 139 part-time (fte) faculty, and approximately 260 executive managerial, professional, technical, and paraprofessional members. Southern's support staff members, including clerical, skilled craft and service maintenance workers total approximately 300.

For more information concerning statistics of SCSU's population, please refer to The 2006 Southern Connecticut State University Fact Book, as prepared by SCSU's Office of Management and Institutional Research (OMIR). SCSU's 2006 Fact Book is available at the following web address: <http://www.southernct.edu/departments/research/>. Southern Connecticut State University's School of Graduate Studies processed 2,248 applications for Academic Year 2005-2006, of which 49.5% were submitted via the internet. The School of Graduate Studies processed 1,776 applications for Fall 2006 semester, of which 50.2% were submitted via the internet. Undergraduate Admissions processed 7,364 applications for Fall 2006, of which 40% were submitted via the internet.

III. GENERAL INFORMATION

Vendors are advised that all contents of this RFP, including the Connecticut State University System Standard Terms and Conditions shall constitute most, but not necessarily all, of the terms and conditions governing the relationship between the awarded vendor and the University.

IV. SCOPE OF DESIRED SERVICES

Southern Connecticut State University is seeking a vendor to provide on-line admissions applications for the Graduate School and Undergraduate Admissions (two separate applications). The services provided will include the development, installation and maintenance of these applications for both undergraduate and graduate and the development, installation and maintenance of processes to upload application and payment data to the University banking account and the SunGard Banner system. The on-line applications will have the following components and objectives:

1. Efficiency/Usability
 - a. Provide a simple, student friendly process for application submission.
 - b. Improve efficiency in processing applications.
 - c. Application available on website where prospective students can research and apply to multiple institutions.
 - d. Provide a printable summary of the file (application, essays, etc.) for record keeping purposes in a format that can be imaged (i.e. .pdf).
2. Software Technology
 - a. Describe all the available features of your software.
 - b. Discuss how administrative and technical staff would access your software.
3. Student Payment Process
 - a. The ability for applicants to pay the application fee online using electronic forms of payment must be included. At a minimum this must include the use of credit/debit cards.
 - b. The payment process must work seamlessly with the university's bank and payment data must be easily uploaded into SunGard Banner.

4. System Performance
 - a. The system must possess the ability to process approximately 4,000 graduate applications and 9,000 undergraduate applications online annually with variations in daily processing traffic while maintaining fast response times throughout.
 - b. The system must be scalable and be able to grow in application volume without any loss in response time.
5. System Availability
 - a. The internet application should be available to students on a twenty-four hour, seven day a week basis.
 - b. System availability statistics including downtimes should be included.
6. System Hardware
 - a. Any hardware that is required at SCSU must be fully defined.
 - b. The exact hardware configuration to be employed should be fully defined in the proposal.
7. Internet Connectivity
 - a. The exact configuration of internet connectivity should be fully defined in the proposal.
8. Student Support
 - a. Please define the levels of student support provided.
9. Administrative Support
 - a. Please define the levels of support supplied to our administrative and technical staffs.
10. Reporting Capability
 - a. The reporting capability of the system should be clearly defined.
 - b. A list of standard reports that are included should be provided.
 - c. The use of our ad-hoc report writer Hyperion and your system should be defined.
11. Network Security
 - a. The exact plan and configuration to secure the network should be fully defined.
12. Physical Security of Data
 - a. The plan and systems that will protect our data must be fully defined.
13. Data Privacy
 - a. The policies and plan to ensure the strict confidentiality of our student's information must be fully defined.
14. Data Validation
 - a. Provide information on how data is validated when collected from the student.

- b. Provide any other information about how you validate the collected data for accuracy.
 - c. Include a database (CASS-certified) for address validation
 - d. Identify and ensure the elimination of inconsistencies between street numbers, street names, apartment numbers, cities, states, as zip codes.
- 15. Compliance
 - a. Be ADA compliant, using the latest ADA standards.
- 16. Staffing Support
 - a. The level of support required of the Undergraduate Admission's Office and the Graduate Admission's Office should be spelled out.
 - b. The level of support required of the Information Technology Office should be defined.
- 17. Future Modifications/Enhancements
 - a. Define who and how existing applications will be modified.
 - b. Define who and how new applications could be added.
- 18. Definition of How Data is Uploaded into Banner
 - a. The procedures to upload the application data into our Student Information System (SIS) SunGard Banner should be clearly defined. Definition should include mapping of applications fields to Banner fields.
 - b. The procedures on how payment data is processed to our bank accounts and to Banner should be clearly defined.
 - c. The procedures to prevent loading of duplicates should be clearly defined.
 - d. The procedures to follow our data standard when uploading data should be clearly defined.
 - e. A clear explanation or plan should be included on how one graduate application can be used for each program and residency code within the Banner environment.
 - f. A clear explanation and plan should be included on how one application can be used for any pre-program (i.e. pre-nursing) within the Banner environment.
 - g. A clear plan to process/upload applications using non-standard college and high school codes should be included.
 - h. The admission essay must be uploaded into Banner.
- 19. Training
 - a. A clear plan/schedule of how the administrative and technical staff would be trained should be included.
- 20. System Testing
 - a. Include a clear plan/schedule on how the system will be tested.
- 21. System Implementation
 - a. Include a clear plan/schedule for installing the new system.
 - b. Discuss support provided when the system goes live.

22. Warranty
 - a. Include specifics of what would be covered and for the length of time.
23. References
 - a. References of customers that currently load undergraduate and graduate application/payment data into Banner should be provided.

V. PROPOSAL REQUIREMENTS

Describe how your organization can assist the University in the implementation of on-line applications that would meet/exceed our scope of desired services. Please include in your proposal a written narrative statement that will contain:

- A. Experience in providing the services herein. Include a description of your proposed applications and experiences significant to your firm's development and implementation of on-line applications;
- B. An outline of the process for developing and implementing on-line applications specifically for the University;
- C. A list of client references you have worked with for more than one year, include contact name, address and phone number for each operation;
- D. Provide a schedule of costs related to the scope of the services for SCSU alone. Furthermore, please provide a separate cost schedule reflecting additional participation by any one or all CSU campuses within the first year of the agreement;
- E. Supplemental information that further explains or demonstrates your firm's capabilities.

VI. INSTRUCTIONS AND INFORMATION FOR SUBMITTING PROPOSAL

- A. It is the purpose of this request for proposal to obtain complete data from each bidder to enable the University to determine which bidder is best able to serve all of the criteria that are to be considered in the award of this contract. To this end, each bidder shall furnish as a part of this proposal a complete description of available services.
- B. Bidders shall provide a written response to all required bidder's information. Each response shall coincide with the format of the original RFP and presented in sequence listed. The bidder's information shall be prepared simply and economically, providing a straightforward, concise description of that which is required. Emphasis should be on completeness and clarity of content.

- C. If the bidder intends to subcontract a 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.
- D. The bidder must have first-hand experience in providing similar services in the area of higher education and must convey this information in the proposal.
- E. Bidder shall examine the bid documents carefully and not later than 4:00 p.m. on Friday, December 1, 2006 and make a written request to mailhiotj1@southernct.edu for interpretation or correction of any ambiguity, inconsistency or error therein which s/he may discover. Any interpretation or correction that changes the scope of this RFP will be issued as an addendum by SCSU. It is the vendor's responsibility to check the SCSU www.southernct.edu/purchasing/bids or DAS website www.das.state.ct.us/Purchase/portal/Bids_open_Cnt.asp for any addendums.

VII. MANDATORY REQUIREMENTS AND PROPOSAL SPECIFICATIONS

One (1) signed original and seven (7) copies of the proposal shall be submitted prior to **2:00 p.m. Monday, December 11, 2006**. Proposals, prepared at the bidder's expense, should be sent to the attention of:

Ms. Jane Mailhiot
Purchasing Manager
Wintergreen Building
Southern Connecticut State University
501 Crescent Street
New Haven, CT 06515

Proposals faxed or electronically mailed are not acceptable. **The University is not responsible for delays in the delivery of mail by the U.S. Postal Service, private couriers, or the intra-university mail system. It is the sole responsibility of the bidder to ensure that its proposal reach the appropriate destination prior to the required date/hour.** The proposal is invalid if it has not been received at the designated location prior to the time and date for receipt of bids indicated, or prior to any extension thereof issue to the bidders by SCSU.

- A. Vendors, at the sole discretion of the University, may be selected to make an in-person presentation concerning their proposals to the RFP screening committee. The purpose of the presentation is to provide an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only, and does not include negotiation. The presentations are an option of the University and may not be conducted. The approximate date of any presentations would begin the week of **December 18, 2006**.

B. By submitting a proposal, the awarded vendor acknowledges and certifies that he/she understands that the following acts by the awarded vendor, its employees, and/or agents performing services on state property are subject to the following:

- Prohibitive is the unlawful manufacture, distribution, dispensing, possession or use of alcohol or other drugs; and
- Prohibitive is any impairment or incapacitation from the use of alcohol or other drugs (except for the use of drugs for legitimate medical purposes).
- The State of Connecticut Executive Order #16 regarding violence in the workplace applies to the awarded vendor, their employees and any and all subcontractors.
- The vendor, their employees and any and all subcontractors are subject to a criminal background check.

The awarded vendor further acknowledges and certifies that it understands that a violation of these prohibitions constitutes a breach of contract and may result in default action being taken by the State of Connecticut in addition to any criminal penalties that may result from such conduct.

VIII. EVALUATION OF PROPOSALS

Each proposal will be evaluated by a screening committee against the following criteria to determine which vendor is most capable of providing the required services. Selection shall be made of the vendor whose proposal best meets the needs of the University and such selection shall be final. The order in which the criteria is listed below is not indicative of their relative importance.

- The ability to effectively manage and perform the requested services, as defined by the scope;
- Level of experience in developing and implementing on-line applications;
- The background, credentials, and recommendation of references;
- Suitability and quality of the overall proposal;
- The cost of the service;
- Effective verbal and written communication skills;
- Demonstration of commitment to affirmative action by full compliance with the regulations of the Commission on Human Rights and Opportunities (CHRO);
- Presentation to the screening committee (may be requested)

IX. RIGHTS RESERVED TO THE UNIVERSITY

Award shall be made when the University deems a vendor is qualified and is best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Price shall be considered, but need not be the sole determining factor. SCSU reserves the right to award in part, to reject any and all proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the CSU System will be served.

X. THE FOLLOWING FORMS MUST BE RETURNED WITH YOUR BID

- CHRO Contract Compliance Regulations Notification to bidders
- References
- Affirmation of bidders

Additionally, the following forms are provided for informational purposes. These affidavits require completion by the awarded consultant and shall accompany the resulting contract.

1. Form 1 Gift Certification*
2. Form 2 Campaign Contribution Certification*
3. Form 5 Consulting Agreement Affidavits*

***PLEASE NOTE:** Forms 1, 2 and 5 may be downloaded at the following web site:
www.opm.state.ct.us/policies.htm

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

<u>Contributor</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution Description</u>
--------------------	------------------	---------------------	-----------------------------	---------------------------------

List information here

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

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

☐ Yes ☐ No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

REFERENCES

List the company name, addresses, contact person and telephone numbers of a minimum of three locations where you are currently doing business on a regular basis.

<u>Company Name</u>	<u>Address</u>	<u>Contact Person</u>	<u>Telephone</u>
1. _____	_____ _____	_____	(____)_____
2. _____	_____ _____	_____	(____)_____
3. _____	_____ _____	_____	(____)_____
4. _____	_____ _____	_____	(____)_____
5. _____	_____ _____	_____	(____)_____

This form must be included with your bid.