



Request for Proposal (RFP) CSUS-0372 Cisco Equipment and Services

I. Statement of Objectives:

The Connecticut State University system ("CSUS") is seeking an authorized Cisco Systems business partner to provide Cisco Equipment, software and authorized Cisco Services including planning, design, installation, documentation, training, maintenance and future upgrades for the entire CSUS system including the System Office and four Universities. CSUS reserves the right to select multiple vendors to provide said network hardware (wired and wireless). This RFP will result in a three-year contract with an option to renew for another one to three years in one-year contract renewal increments. Such renewal and renewal terms will be based upon market factors at the time of renewal and other factors such as service level and satisfaction that CSUS deems relevant.

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

II. Background: The Connecticut State University System (CSUS) consists of four comprehensive universities and a system office. CSUS, serving over 36,000 students, is the largest public university system in the state, and is governed by an 18-member Board of Trustees. The universities are located in urban areas: Central Connecticut State University in New Britain (12,300 students), Eastern Connecticut State University in Willimantic (5,400 students), Southern Connecticut State University in New Haven (12,300 students), and Western Connecticut State University in Danbury (6,000 students).

III. Scope of Project:

CSUS is seeking to partner with a vendor to provide Cisco equipment, software and accessories. This vendor must have a presence in Connecticut, be a Cisco Gold partner or higher and have the ability to provide maintenance, support and service to the entire Connecticut State University System.

1. Cisco Hardware Costs

- Discount structure should be based on a percentage off Cisco's published list price.
- Vendor shall arrange for CSUS to have access to Cisco's pricing web site for current pricing.
- CSUS reserves the right to negotiate for larger discounts for one-time large dollar purchases.
- CSUS must also be notified and be able to participate in special Cisco discounted pricing when it is made available from Cisco to its resellers and VAR's.
- The vendor shall be responsible for all standard delivery costs including inside delivery of all items ordered under any subsequent purchase orders as a result of this RFP and contract award.

2. Service and Support

The vendor shall be certified to sell the complete Cisco product line including but not limited to LAN & WAN switches and routers; Optical equipment (specifically the ONS DWDM products) and VoIP hardware and software as well as the authorization to provide/resell Cisco service and support including all levels of SMARTnet maintenance.

Discount structure and maintenance types for all hardware and software should be based on a percentage off of Cisco's current published list price. Please include any/all maintenance programs related specific to universities and /or governmental agencies. In addition, the vendor shall extend the offer of extending maintenance beyond the 1 year maintenance for an additional 2 years prepaid at the time of the purchase at an additional discount above the standard discounts.

3. Professional Services

The vendor shall provide firm hourly rates for design, documentation and installation services. Describe those services that come standard with an equipment purchase (i.e. pre-sales technical support/design assistance), as well as any other services related to designing, documenting and installing network systems. Including but not limited to hourly rates for entry level technician for equipment installation, high level technician for configuration, testing and troubleshooting; engineer level technician for network design work and project manager for project management. Also include any certifications and/or licenses, years of experience required, etc. for each of the above levels.

All bidders must clearly state the following percentage discounts off Cisco's published list prices.

	Discount off Cisco List Price
1. Purchase of Cisco Hardware	_____
2. Maintenance (SMARTNet) of Cisco Hardware	_____
3. Purchase of Cisco Software	_____
4. Maintenance (SMARTNet) of Cisco Software (Also known as Service Application Support)	_____

IV. Vendor Information

1. Vendor Overview

Please provide the following:

The Name and location of your company.

The location of the office that will be serving CSUS.

A brief general description of your business, including the primary line of business.

The number of years your company has been in business.

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

2. Client Base

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

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

The references must be relevant to services performed in the last 36 months, and shall include their level of acceptance of those services.

3. Inquiries and Requests for Clarification by vendors:

All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in this Request must sent via e-mail only to the following e-mail address: ritcheyg@so.ct

The response of CSUS to any inquiry or request for clarification, together with a copy of the written inquiry or request, will be provided contemporaneously by CSUS to all known parties receiving this proposal. Responses to all written inquiries and requests for clarification will also be posted on CSU-System Office's Website: www.ct.edu/rfp

Under no circumstances may any bidder or its representative contact any employee or representative of CSUS regarding this RFP prior to the closing date, other than as provided in this Section. Strict adherence to this important procedural safeguard is required. **Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.**

All questions must be submitted in the form of an e-mail only to ritcheyg@ct.edu. The cutoff for questions is September 14, 2010 @ 2:00pm local time. All questions will be answered as an addendum to the RFP only. No telephone questions will be acknowledged or answered.

V. Proposal Submission Requirements

Provide a detailed list of costs including all delivery costs proposed.

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

Contractor may be required to submit proof of their authority to sell the telecom products listed above

Submit completed state forms regarding nondiscrimination and affirmative action policies.

Also complete and submit the affidavits included in this package.

NOTE: Missing or non-notarized affidavits may result in bid rejection. Be sure that all affidavits are completed and notarized. All affidavits must be submitted for each individual bid, they

cannot be on file or previously submitted.

One (1) original and six (6) copies of proposal shall be submitted prior to 2:00 PM E.S.T. on September 30, 2010 and should be sent to the attention of:

Gary Ritchey- Director of Purchasing
Connecticut State University System
39 Woodland Street
Hartford, CT 06105
(860) 493-0046

**Please Note: Faxed, E-Mailed or late bids will be automatically rejected
CSUS is not responsible for delays in mail or expedited carriers.**

Please label all packages with the RFP Number and label the original bid copy.

4. General Instructions to Vendors

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

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

Vendor must answer all the questions and supply all required materials to be considered. Any proposal submitted must include termination procedures, if either the contractor or CSUS determine that termination becomes necessary for reasons including but not limited to failure to perform.

The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in prices.

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

5. General Conditions

1. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.

3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (Re: Freedom of Information).
4. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be sole property of the State of Connecticut unless stated otherwise in the RFP or contract.
5. Any proposal must be valid for a period of 120 days from the due date.
6. Any alleged oral agreement or arrangement made by a firm with CSUS or any employee will be superseded by the written agreement.
7. CSUS reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of CSUS.
8. CSUS reserves the right to reject the proposal of any firm which is in default of any prior contract or for misrepresentation
9. CSUS reserves the right to correct inaccurate awards resulting from its clerical errors.
10. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
11. A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
12. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
13. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSUS participated directly or indirectly in the vendor's proposal preparation.
14. Vendor shall bear all costs associated with Vendor's response to this request for proposal including the costs of any presentations and/or demonstrations (if any).
15. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract, which is subject to contract compliance requirements:

- a. the bidder's success in implementing an affirmative action plan
- b. the bidder's success in developing an apprenticeship program complying with Section 46a-68-1 to 46a-68-17 of the Connecticut General Statutes, inclusive;

- c. The bidder's promise to develop and implement a successful Affirmative Action Plan;
 - d. The bidder's submission of EE0-1 data indicating that the composition of its work force is at or nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
 - e. The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.
16. The State 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 State will be served.

VIII. Evaluation of Proposals

RFP responses will be evaluated based on specific criteria by a committee made up of representatives from various CSUS locations based the following:

Ability to obtain listed product in a timely manner
Completeness and competitiveness of the cost proposal
Bidder must be able to meet delivery requirements.
References must be supplied and may be checked
Bidders must fill out bid package correctly, submit the required affidavits and forms, and be willing to comply with applicable regulations of the State of Connecticut and the CSUS System.

Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO).

IX Rights Reserved to Connecticut State University System

The Connecticut State University System reserves the right to award in part, reject any and all proposals in whole or in part, award to multiple contractors, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the CSUS is served. CSUS reserves the right to negotiate with any bidder prior to awarding a contract, and to negotiate with any contractor during the life of any subsequent contract.

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, _____, 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

STATE OF CONNECTICUT

Gift Affidavit **(Bid or Proposal)**

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

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

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

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Annual Contract Certification

*Annual contract certification to update the preceding gift/campaign contribution certification,
pursuant to Governor M. Jodi Rell's Executive Orders No. 7C para 10.*

I, _____, hereby swear that during the two-year period preceding the date of the instant certification that neither myself nor any principals or key personnel of the (the "Contractor") who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject 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 state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals (if applicable) or in the negotiation or award of the subject contract or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency who executed the subject 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>
---------------------------	--------------------------	-------------------------	--------------	---------------------

Insert information here

Further, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract know of any action to circumvent such prohibition on gifts by providing for any other principals, key personnel, official, or employee of the contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, during the two-year period preceding the date of the instant certification, neither I nor any principals or key personnel of the Contractor who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of the subject contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or for the General Assembly, as defined in Conn. Gen. Stat. § 9-333b, except the contributions list below:

Contributor Recipient Amount/Value Date of Contribution Contribution Description

Insert 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

Campaign Contribution Affidavit **(Bid or Proposal)**

Campaign contribution affidavit to accompany bids or proposals for Large State Contracts (having a total cost to the State of more than \$50,000), pursuant to Governor M. Jodi Rell's Executive Order No. 1, para 8. and Conn. Gen. Stat. § 4-250

I, _____, hereby swear that during the two-year period preceding the submission of this bid or proposal, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal 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>Description</u>	<u>Recipient</u>	<u>Amount/Value</u>	<u>Date of Contribution</u>	<u>Contribution</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

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City

State

Zip

Federal Employer Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides “investment services” as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.



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/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

State Zip

City

CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I _____ (signer's name) _____, _____ (signer's title) _____ of _____ (name of entity) _____, an entity lawfully organized and existing under the laws of _____ (name of state or common-wealth) _____, do hereby certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20__ by the governing body of _____ (name of entity) _____, in accordance with all of its documents of governance and management and the laws of _____ (name of state or commonwealth) _____, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ (name of entity) _____ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

By : _____

Print Name:

Title: _____

Effective June 25, 2007

**CONTRACT
PROPOSAL**
Please read
carefully



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

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

BO-1

RFP NUMBER CSUS-0372	DATE OF OPENING September 30, 2010	TIME OF OPENING 2:00 PM E.S.T.	AMOUNT OF SURETY (if required) - none -	DATE ISSUED September 7, 2010
COMMODITY CLASS/SUBCLASS AND DESCRIPTION Cisco Equipment and Services			REQUIRED SITE VISIT: Not applicable	
DIRECT ALL QUESTIONS TO: Gary Ritchey		TELEPHONE: (860) 493-0046		
FOR Information Technology		CONTRACT PERIOD OR DATE REQUIRED November 1, 2010 through October 31, 2013 with a CSUS option to renew the Agreement for up to three additional years		

REQUEST FOR PROPOSAL

Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED by the Finance Department of the Connecticut State University ("CSUS") for furnishing the services herein listed.

AFFIRMATION OF PROPOSER

The undersigned affirms and declares:

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

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to Connecticut State University at the prices bid therein.

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

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of Request-For-Proposal Documents

Bid Number: CSUS-0372

Title: Cisco Equipment and Services

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

Date Issued: September 7, 2010
Date received? ____/____/____

Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Received by: _____

E-Mail _____

Note: Faxed acknowledgments are requested! FAX (860)493-0006

A cover sheet is NOT necessary.

IMPORTANT: DO NOT FAX BIDS.

BIDS MUST BE SUBMITTED IN SEALED PACKAGES!

Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

DEFINITIONS

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

1. "Contract" shall mean any agreement negotiated by and between CSUS and the contractor selected by CSUS 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. "CSUS" 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. CSUS reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSUS, 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 CSUS.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSUS 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 CSUS.
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 CSUS. In addition, answers or clarifications sought by CSUS arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSUS 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 CSUS or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSUS. 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 CSUS. Proposals received in the applicable CSUS purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSUS 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 CSUS. 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 CSUS, 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. CSUS 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 CSUS, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSUS 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 CSUS 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 CSUS's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSUS 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 CSUS. The proposer may rely only upon a response to a request for clarification set forth in writing by CSUS.
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 CSUS. All samples, unless otherwise indicated, will become the property of CSUS 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 CSUS 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 CSUS.

D. Bonding Requirements / Guaranty or Surety Not required by this RFP

III. CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSUS 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 CSUS in the award determination.
3. CSUS 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 CSUS's judgment, the best interests of CSUS or the State of Connecticut will be served.
4. CSUS 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 CSUS 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 CSUS's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSUS.

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 CSUS may contain the following provisions, as deemed applicable by CSUS:

A. General Conditions

1. Any product developed and accepted by CSUS under a contract awarded as a result of an RFP shall be sole property of CSUS, 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 CSUS.
3. The contractor shall defend, indemnify and hold harmless CSUS, 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 CSUS 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 CSUS'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 CSUS, 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 CSUS shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSUS 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 CSUS 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 CSUS.
12. CSUS reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSUS, said commodities shall be removed by the contractor, at the contractor's expense, from the CSUS 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 CSUS 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 CSUS to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSUS for excess costs incurred by CSUS due to these purchases, and these purchases shall be deducted by CSUS 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 CSUS. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSUS.
17. Upon termination of the contract by CSUS, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSUS 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 CSUS.
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 CSUS 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 **Standard as required by the State Of Connecticut Any requirements will be outlined in any subsequent contract executed.**

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

D. Delivery

1. Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's warranties.
2. Delivery shall be to the point specified in the contract.
3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
7. Monies owed to CSUS 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 CSUS.
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 CSUS.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSUS that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSUS 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 CSUS for advertising and promotional purposes without the prior approval of CSUS shall be expressly prohibited.

Instructions to Bidders

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

Contract Provisions

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, as well as the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999.

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

Non-Discrimination

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

18. Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

I Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

19. Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

CHECK LIST

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

- _____ 1. The form BO-1 has been signed by a duly authorized representative of the company (unsigned proposals are automatically rejected).
- _____ 2. The prices you have offered have been reviewed and verified.
- _____ 3. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the evaluation).
- _____ 4. All Employment Information Forms including the EEO-1 has been completed and submitted with the bid.
- _____ 5. The payment terms are net 45 days. Net terms for periods less than 45 days may result in bid rejection. (You may offer cash discounts for prompt payment).
- _____ 6. Any technical or descriptive literature, drawings or samples that are required have been included with the proposal.
- _____ 7. Any addenda to the Request For Proposal have been signed and included.
- _____ 8. The envelope has been addressed to:

Gary Ritchey
Connecticut State University
39 Woodland Street
Hartford CT 06105-2337
- _____ 9. The envelope has been clearly marked with the RFP number and opening date.
- _____ 10. If additional copies are required as part of your response, make sure the original is clearly marked.
- _____ 11. The proposal is mailed or hand-delivered in time to be received no later than the designated opening date and time. Late responses are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your proposal.

**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 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.

20. Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. Defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

2) Description of Job Categories (as used in Part IV Bidder Employment Information)
(Page 2)

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.
---	---

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

<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.
---	---

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 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__	22. 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__
23. 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___

PLEASE COMPLETE REVERSE SIDE

PART IV – Bidder Employment Information

Date:

(Page 4)

[illegible]

PART V – Bidder Hiring and Recruitment Practices

24. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				25. 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)
-------------	---------	---------------	-------------