
Invitation to Bid

WEB CONTENT MANAGEMENT SYSTEM

BID NUMBER: QVCC-CPL-121409

**DUE DATE: WEDNESDAY,
DECEMBER 16, 2009
@2:00pm**

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239
T-(860) 412-7354
F-(860) 412-7359
E-Mail: DGuntner@qvcc.commnet.edu



STATE OF CONNECTICUT

Quinebaug Valley Community College

PROPOSER'S CHECKLIST

READ CAREFULLY

IT IS SUGGESTED THAT YOU REVIEW AND CHECK OFF EACH ACTION AS YOU COMPLETE IT.

1. ____ The Bid, (QVCC-CPL-121409) must be signed by a duly authorized representative of the company. Unsigned bids may be rejected.
2. ____ The **Price Schedule** you have offered has been reviewed and verified.
3. ____ The **payment terms are Net 45 Days**. Net Terms for periods less than 45 days (Ex. Net .30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *EXCEPTION: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.*
4. ____ Any technical or descriptive literature, drawings or bid samples that are required have been included with the bid.
5. ____ If required, the amount of bid surety has been checked and the surety has been included.
6. ____ Any addenda to the bid have been signed and included.
7. ____ The envelope has been:
 - a. ____ marked with the Bid Number &
 - b. ____ addressed to:

Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239
ATTENTION: Debra Guntner, FAO, Business Office
8. ____ The bid number on the hand marked return envelope exactly matches the bid number inside the envelope.
9. ____ UPS or FEDEX your bid in time to be received and date stamped by the College no later than the designated RFP due date and time. Hand delivered proposals must be delivered to Debra Guntner, Business Office, 742 Upper Maple Street, Danielson, CT 06239. Late bids are not accepted under any circumstances. Allow ample time if mailing in your bid.
10. ____ Form DAS-45 Employment Information Form must be completed entirely regardless of the number of employees, even if the company is family owned and/or operated and must be submitted with each bid or bid may be rejected.
11. ____ **Additional forms attached to this Bid must be submitted with the Bid or Bid will not be considered.**
12. ____ Any errors, alterations, corrections or erasures to unit prices, total prices, etc. **must be initialed** by the person who signs the bid proposal or his designee. Such changes made and not initialed mean automatic rejection of bid.
13. ____ The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).
14. ____ **THIS FORM IS NOT TO BE RETURNED WITH YOUR BID.**

STATE OF CONNECTICUT

Quinebaug Valley Community College

Definitions

This contract (the "Contract") is made as of the contract award date shown on the contract award form, corresponding to the subject procurement and is by and between, the contractor identified on such Form with a principal place of business as indicated on the bid form, number RFP-26, acting by the duly authorized representative as indicated on the RFP-26, and the State of Connecticut, Quinebaug Valley Community College, ("QVCC"), with a principal place of business at 742 Upper Maple Street, Danielson, CT 06239, acting by Debra Guntner, Fiscal Administrative Officer, in accordance with Sections 4a-2 and 4a-51 of the Connecticut General Statutes.

Now therefore, in consideration of these presents, and for other goods and valuable consideration, the receipt and sufficiency of which the parties acknowledge the contractor and the State agree as follows:

1. **Definitions.** Unless otherwise indicated, the following terms shall have the following corresponding definitions:
 - a) "Agency" included any officer, department, board, council, commission, institution or other agency of the executive department of the state government.
 - b) "Bid" means an offer, submitted in response to an invitation to bid, to furnish supplies, materials, equipment, Or contractual services to the state under certain prescribed conditions at a stated price.
 - c) "Bidder Parties" means a Bidder's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Bidder is in privity of oral or written contract and the Bidder intends for such other person or entity to Perform under the Contract in any capacity.
 - d) "Bidder" means any person, firm or corporation submitting a bid on an invitation to bid or a solicitation, oral or written, issued by Quinebaug Valley Community College.
 - e) "Cancellation" means and end to the contract effected pursuant to a right which the contract creates due to a breach.
 - f) "Claims" means all actions, suits, claims, demands, investigations and proceeding of any kind, open, pending or threatened, whether mature, immature, contingent, known or unknown, at law or in equity, in any form.
 - g) "QVCC" means Quinebaug Valley Community College.
 - h) "Contract" means the agreement, as of its effective date, between the Bidder and the State for any or all Goods or Services at the Bid Price.
 - i) "Contractor" means a person or entity who submits a Bid and who executes a Contract.
 - j) "Contractor Parties" means a Contractor's members, directors, officers, shareholders, partners, managers, principal officers, representatives, agents, servants, consultants, employees or any one of them or any other person or entity with whom the Contractor is in privity of oral or written contract and the Contractor intends for such other person or entity to Perform under the Contract in any capacity.
 - k) "Day" means all calendar days other than Saturdays, Sundays, and days designated as national or State of Connecticut holidays upon which banks in Connecticut are closed.
 - l) "Expiration" means and end to the Contract due to the completion in full of the mutual performances of the parties or due to the Contract's term being completed.

- m) "Force Majeure" means events that materially affect the cost of the Goods or Services or the time schedule within which to Perform and are outside the control of the party asserting that such an event has occurred, including but not limited to, labor troubles unrelated to the Contractor, failure of or inadequate permanent power, unavoidable casualties, fire not caused by the Contractor, extraordinary weather conditions, disasters, riots, acts of God, insurrection or war.
- n) "Goods" means for purpose of the Contract, all things which are movable at the time that the Contract is effective and which include, without limiting this definition, supplies, materials, and equipment, as specified in the Invitation to Bid and set forth in the specifications.
- o) "Goods or Services" means goods, services or both, as specified in the Invitation to Bid.
- p) "Invitation to Bid" means a State request inviting bids for Goods or Services. This contract shall be governed by the statutes, regulations, and procedures, of the State of Connecticut, Quinebaug Valley Community College.
- q) "Records" means all working papers and such other information and materials as may have been accumulated by the Contractor in performing the Contract, including but not limited to, documents, data, plans, books, computations, drawings, specifications, notes, reports, records, estimates, summaries and correspondence, kept or stored in any form.
- r) "Services" means the performance of labor or work, as specified in the Invitation to Bid.
- s) "State" means The State of Connecticut including QVCC and any office, department, board, council, commission, institution or other agency of the State.
- t) "Termination" means an end to the Contract affected pursuant to a right which the Contract creates other than for a breach.
- u) "Title" means all ownership, title, license, rights, and interest, including, but not limited to, perpetual use, of and to the Goods or Services.

STATE OF CONNECTICUT

QUINEBAUG VALLEY COMMUNITY COLLEGE

742 UPPER MAPLE STREET

DANIELSON, CT 06239

Bid Terms and Conditions

The following Terms and Conditions govern the Invitation to Bid issued by Quinebaug Valley Community College (QVCC). Bidders shall comply with the statutes and the regulations as they exist on the date of their bid and as they may be modified from time to time during the term of the contract, as it may be amended.

Submission of Bids

1. Bids must be submitted in a sealed envelope on forms supplied by QVCC and must be submitted no later than the date and time specified in the Invitation to Bid to:

Quinebaug Valley Community College

742 Upper Maple Street

Danielson, CT 06239

Attention: Debra Guntner, FAO, Business Office

Telephone, e-mailed, or facsimile bids will not be accepted in response to an Invitation to Bid. Bidders are responsible for all costs and expenses incurred in the preparation of bids and for any subsequent work on the bid that is required by QVCC. All bids shall become the sole property of the State and shall not be returned.

2. Bids received after the time and date of the bid opening specified in each Invitation to Bid shall not be accepted for consideration and shall be returned unopened. Bid envelopes must clearly indicate the bid number as well as the date and time of the opening of the bid. The name and address of the Bidder should appear in the upper left hand corner of the envelope.

3. Incomplete bid forms may result in the rejection of the bid. Amendments to bids received by QVCC after the time specified for opening of bids shall not be considered. An original and one copy of the Price Schedule shall be returned to QVCC. Bids shall be computer prepared, typewritten, or hand written in ink. Bids submitted in pencil shall be rejected. All bids shall be signed by a person duly authorized to sign bids on behalf of the bidder. Unsigned bids may be rejected. Errors, alterations, or corrections on both the original and one copy of the Price Schedule to be returned must be initialed by the person signing the bid or their authorized designee. If an authorized designee initials the correction, there must be written authorization from the person signing the bid to the person initialing the erasure, alterations, or correction. Failure to do so shall result in rejection of bid for those items erased, altered or corrected and not initialed.

4. Conditional bids are subject to rejection in whole or in part. A "conditional bid" is defined as one limiting or modifying any of the terms and conditions and/or specifications of the Invitation to Bid.

5. Alternate bids will not be considered unless the Invitation to Bid specifically requests alternate bids. An alternate bid is one which is submitted in addition to and is not dependent upon the bidder's primary response to the Invitation to Bid.

6. In the event of a discrepancy between the unit price and the extension, the unit price shall govern; prices should be extended in decimal form, not fractions, to be net, and shall include transportation and delivery charges fully prepaid by the Contractor to the destination specified in the Invitation to Bid, and subject only to cash discount.

7. 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. Such taxes must not be included in bid prices.

8. All bids will be opened and read publicly on the date and time specified in the Invitation to Bid and, upon award, is subject to public inspection.

9. The successful Bidder shall be bound by the terms and conditions of this contract, bid number: QVCC-CPL-121409 that is attached to the bid, as it may be modified by agreement of the parties. No additions or changes to any proposal shall be allowed after the proposal due date, unless such modifications is specifically requested by QVCC. QVCC, at its option, may seek a Contractor retraction and/or clarification of any discrepancy or contradiction found during its review of the bids. The use of the name of a manufacturer or of any particular make, model, or brand in describing an item does not restrict bidders to that manufacturer or specific article unless limited by the term "no substitute". However, the article being offered must be of such character and quality so that it will serve the purpose for which it is to be used equally as well as that specified, and the bidder shall warrant to the State that it is fit for that purpose. Bids on comparable items must clearly state the exact article being offered including any and all applicable options and the bidder shall furnish such other information concerning the article being offered as will be helpful in evaluating its acceptability for the purpose intended. If the bidder does not indicate that the article offered is other than specified, it will be understood that the bidder is offering the article exactly as specified. Bidders must submit complete documentation on the specifications and quality levels of the proposed products. Bids submitted that do not contain this documentation are subject to rejection.

Guaranty of Surety

10. Bid and or performance bonds may be required. Bonds must meet the following requirements: Corporation - must be signed by an official of the corporation above their official title and the corporate seal must be affixed over the signature; Firm or Partnership - must be signed by all the partners and indicate they are "doing business as"; Individual - must be signed by the owner and indicated as "Owner". The surety company executing the bond or countersigning must be licensed in Connecticut and the bond must be signed by and official of the surety company with the corporate seal affixed over their signature. Signatures of two witnesses for both the principal and the surety must appear on the bond. Power of attorney for the official signing the bond of the surety company must be submitted with the bond.

Samples, Rejected Items, and Abandonment

11. The Contractor may deliver, cause to be delivered, or, in any other way, bring or cause to be brought, to any State premises, or other destination, goods, as samples or otherwise, and other supplies, materials, equipment or other tangible personal property. QVCC may, by written notice and in accordance with the terms and conditions of the contract, direct the Contractor to remove any or all such goods ("Rejected Goods") and any or all other supplies, materials, equipment or other tangible personal property (collectively, the "Contractor Property") from and out of QVCC premises and any other location which QVCC manages, leases or controls. The quality of accepted bid samples does not supersede specifications for quality in the Invitation to Bid unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted bid sample. If the sample is rejected the Contractor shall remove the rejected goods and the

Contractor property in accordance with the terms and conditions of the written notice. Failure to remove the rejected goods or Contractor Property in accordance with the terms and conditions of the written notice shall mean, for itself and all the Contractor Parties and Bidder Parties, that:

(a) they have voluntarily, intentionally, unconditionally, unequivocally and absolutely abandoned and let unclaimed the Rejected Goods and Contractor Property and relinquished all ownership, title, licensees, rights, possession and interest of, in and to (collectively, "Title") the Rejected Goods and Contractor Property with the specific and express intent of terminating all of their Title to the Rejected goods an Contractor Property, vesting Title to the Rejected Goods an Contractor Property in the State of Connecticut and not ever reclaiming Title or any future rights of any type in and to the Rejected Goods and Contractor Property;

(b) they vest authority, without any further act required on their part or the part of QVCC, to use or dispose of Rejected Goods and Contractor Property, at the sole discretion of QVCC, as if the Rejected Goods an Contractor Property were the States' own property and in accordance with law, without incurring any liability or obligation to the Contractor or any other party;

(c) if QVCC incurs any costs or expenses in connection with disposing of the Rejected Goods and Contractor Property, including, but not limited to, advertising, moving or storing the Rejected Goods and Contractor Property, auction and other activities, the QVCC shall invoice the Contractor for all such cost and expenses and the Contractor shall reimburse QVCC no later than thirty (30) days after the date of the invoice, and

(d) they do remise, release and forever discharge the State and its employees, departments, commissions, boards, bureaus, agencies, instrumentalities or political subdivisions and their respective successors, heirs, executors and assigns (collectively, the "State and Its Agents") of and from all claims which they and their respective successors or assigns, jointly or severally, ever had, now have or will have against the State and Its Agents arising from the use or disposition of the Rejected Goods and Contractors Property.

12. Samples are furnished free of charge. Bidders must indicate if their return is desired, which QVCC shall do provided that they are returned at Bidder's sole cost and expense, FOB Bidder's destination, and that they have not been made useless by testing. If they are made useless by testing, QVCC may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

Award

13. A contract will be awarded to the Bidder or Bidders whose bid to QVCC deems to be in the best interest of the State and shall be based on quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility. The Contract shall bind the awarded Contractor to furnish and deliver the goods or services and at the process set forth in accordance with this bid. Except for extensions made in accordance with this bid, no amendment to or modification or other alteration of the contract shall be valid or binding upon QVCC unless made in writing, signed by both parties and, if applicable, approved by the Connecticut Attorney General. The parties may extend the Contract, prior to termination, expiration or cancellation, one or more times for a combined total period not to exceed the complete length of the original term.

14. QVCC reserves the right to reject a bid of any vendor who is in default of any prior contract, whose bid does not contain all elements or documents called for herein the document, whose bid submittal is late in accordance with this document, or who is guilty of any form of misrepresentation of the company or its representatives. QVCC reserves the right to reject in whole, or in part, any or all bids submitted.

15. QVCC may correct inaccurate awards resulting from clerical or administrative errors.

16. Bidders have five days (5) after notice of award of the contract to reject the award; after five days (5) the contract will be binding on the

Contractor. If the Contractor rejects the award within the five (5) day period, QVCC will award the contract to the next responsible qualified bidder.

Price Schedule, Payment Terms and Billing

17. Payment to the awarded vendor will be via State of Connecticut check only after QVCC receives and accepts the goods or services. Successful Contractor will render monthly, itemized invoices to the QVCC, which in return will make payment to the Contractor. The **payment terms are Net 45 Days after the goods or services are accepted or Net 30 Days if the Contractor is a certified small business contractor or minority business enterprise as defined in Conn. Gen. Stat. 4a-60g.** Net Terms for periods less than 45 days (Ex. Net 30) may result in bid rejection. (You may offer cash discounts for prompt payment.) *EXCEPTION: State of CT Small Business Set-Aside proposal payment terms shall be in accordance with CGS 4a-60j.* Any late payment charges shall be calculated in accordance with the Connecticut General Statutes. If applicable to and during the term of this contract, the price schedule will be adjusted to reflect any increase in the minimum wage rate that may occur, as mandated by state law. The price schedule will not be adjusted until the Contractor provides documentation, in the form of certified payroll or other documentation acceptable to the State, substantiation the increase in minimum wage rate. In the event that the awarded contractor moves or updates telephone numbers, address, etc., it is the responsibility of the Contractor to advise QVCC of such changes in writing. A completed W-9 and RFP-26 is required by the selected vendor. QVCC will not be held responsible for payments that are delayed due to additional routing caused by the lack of notification on the Contractor's part. Changes must be forwarded to:

Quinebaug Valley Community College
742 Upper Maple Street,
Danielson, CT 06239

Attention: Debra Guntner, FAO, Business Office

No additional lease agreements will be allowed. QVCC personnel must not sign any agreements from the Contractor listed on the contract award. The Contractor must be willing to enter into a Personal Service Agreement (PSA) and/or Purchase Order with QVCC after the award is issued. If a vendor refuses then the state agency shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

Contractor Performance/Responsibilities

18. Except to the extent that the Contractor is performing within a right to cure period, failure of the Contractor to Perform within the time specified in the Contract, or failure to replace rejected or substandard Goods or fulfill unperformed Services when so requested and as the Contract provides or allows, constitutes a breach of the Contract and as a remedy for such breach, such failure shall constitute authority for QVCC, if it deems it to be necessary or appropriate in its sole discretion, to cancel the Contract and/or to purchase on the open market, Goods or Services to replace those which have been rejected, not delivered, or not performed. QVCC shall invoice the Contractor for all such purchases to extent that they exceed the costs and expenses in awarded Bid payment schedule and the Contractor shall pay the QVCC invoice immediately after receiving the invoice. If QVCC does not cancel the contract, QVCC will deduct such open market purchases from the Contract quantities, however, if QVCC deems it to be in the best interest of the State, QVCC may accept and use the Goods or Services delivered which are substandard in quality, subject to an adjustment in price to be determined by QVCC.

19. The State and the Contractor shall not be excused from their obligation to perform in accordance with the Contract except in the case of Force Majeure events and as otherwise provided for in the Contract. In the case of any such exception, the nonperforming party shall give immediate written notice to the other, explaining the cause and probable duration of any such nonperformance.

20. The Contractor and Contractor Parties shall continue to perform their obligations under the Contract while any dispute concerning the contract is being resolved.

21. The Contractor shall be responsible for maintaining a tranquil working relationship between the Contractor work force, the Contractor Parties and their work force, State employees, and any other contractors present at the work site. The contractor shall quickly resolve all labor disputes which result from the Contractor's or Contractor Parties presence at the work site, or other action under their control. Labor disputes shall not be deemed to be sufficient cause to allow the Contractor to make any claim for additional compensation for cost, expenses or any other loss or damage, nor shall those disputes be deemed to be sufficient reason to relieve the Contractor for any of its obligations under the contract.

22. The Contractor shall be responsible for the entire performance under the Contract regardless of whether the Contractor itself performs. The Contractor shall be the sole point of contact concerning the management of the Contract, including performance and payment issues. The Contractor is solely, and completely responsible for adherence by the Contractor Parties to all applicable provisions of the Contract.

23. If the Contractor or Contractor Parties breach, default or in any way fail to perform satisfactorily under the Contract, then QVCC may, in its sole discretion, without more and without any action whatsoever of the State, treat any such event as a breach, default or failure to perform under any or all other agreements or arrangements ("Other Agreements") that the Contractor or Contractor Parties have with QVCC. Accordingly, QVCC may then exercise at its sole option any and all of its rights or remedies provided for in the Contract or Other Agreements, either selectively or collectively and without such election being deemed to prejudice any rights or remedies of QVCC as if the Contractor or Contractor Parties had suffered a breach, default or failure to perform under the Other Agreements.

Safety

24. The Contractor will comply with all applicable Federal, O.S.H.A., State of Connecticut, local laws, and current campus safety standards in force at the time of services.

Indemnification

25. The Contractor is responsible for the repair or replacement cost of any damage to QVCC and/or personal property caused by use, misuse, or negligence of the contractor or his employees. The Contractor is responsible for reporting damage within 24 hours of occurrence and must be in writing. The Contractor shall make prompt restitution to QVCC by certified check or replacement, or repairs subject to QVCC approval, in settlement of any damage(s). The Contractor shall indemnify, defend and hold harmless the State/QVCC and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) 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, (2) 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 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 the Contractor or its employees, agents or subcontractors. Without limiting the foregoing, the Contractor shall defend, indemnify and hold QVCC 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.

Standard Wage Rate

26. Contractors must comply with all provisions of **State Statute No. 31-57f. An Act Setting Standard Wage Rates for Certain Service Workers.** Information regarding this Statute and when it applies can be obtained for the Department of Labor's web site: <http://www.ctdol.state.ct.us/wgwkstnd/laws-regs/99-142guide.htm>. Questions concerning the provisions and implementations of this

statute should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd, Wethersfield, CT 06109-1114 (860) 263-6790 or his designated representative.

Other Requirements

27. Conn. Gen. Stat. 4a-81 (the "Act") requires that this solicitation includes a notice of the consulting affidavit requirements described in the Act. Accordingly, pursuant to the Act, vendors are notified as follows:

a) No state agency shall execute a contract for the purchase of goods or services, which contract has a total value to the state of fifty thousand dollars (\$50,000.00) or more in any calendar for fiscal year, unless the state agency obtains the written affidavit described in subsection (b) of this section.

b) (1) The chief official of the vendor awarded a contract described in subsection (a) of this section or the individual awarded such contract who is authorized to execute such contract, shall attest in an affidavit as to whether any consulting agreement has been entered into in connection with such contract. Such affidavit shall be required if any duties of the consultant included communications concerning business of such state agency, whether or not direct contract with a state agency, state or public official or state employee was expected or made. "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) contracting, 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 or 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 Connecticut General Statutes concerning the State's Codes of Ethics, as of the date such affidavit is submitted. (2) Such affidavit shall be sworn as true to the best knowledge and belief of the person signing the certification on the affidavit and shall be subject to the penalties of false statement. (3) Such affidavit shall include the name of the consultant, the consultant's firm, the basic terms of the consulting agreement, a brief description of the services provided, and an indication as to whether the consultant is a former state employee or public official. If the consultant is a former state employee or public official, such affidavit shall indicate his or her former agency and the date such employment terminated. (4) Such affidavit shall be amended whenever the vendor awarded the contract enters into any new consulting agreement during the term of the contract.

c) If a vendor refuses to submit the affidavit required under subsection (b) of this section, then QVCC shall not award the Contract to such vendor and shall award the contract to the next highest ranked vendor or the next lowest responsible qualified bidder or seek new bids or proposals.

28. Conn. Gen. Stat. 4-252 (the "Statute") requires that the Invitation to Bid, of which these Terms and Conditions are a part, include a notice of the vendor certification requirements, described in the Statute. Accordingly, pursuant to the Statute, vendors are notified as follows:

a) The terms "gift", "quasi-public agency", "state agency", "large state contract", "principals and key personnel", and "participated substantially" as used in this section shall have the meanings set forth in the Statute.

b) No state agency or quasi-public agency shall execute a large state contract unless the state agency or quasi-public agency obtains the written certifications described in this section. Each such certification shall be sworn as true to the best knowledge and belief of the person signing the certification, subject to the penalties of false statement.

c) The official of the person, firm or corporation awarded the contract, who is authorized to execute the contract, shall certify on such forms as the State shall provide:

(1) That no gifts were made between the date that the state agency or quasi-public agency began planning the project, services, procurement, lease or licensing arrangement covered by the contract and the date of execution of the contract, by (A) such person, firm,

corporation, (B) any principals and key personnel of the person, firm or corporation, who participated substantially in preparing the bid or proposal or the negotiation of the contract, or (C) any agent of such person, firm, corporation or principals and key personnel, who participated substantially in preparing the bid or proposal or the negotiation of the contract, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for the contract, who participated substantially in the preparation of the bid solicitation or request for proposals for the contract or the negotiation or award of the contract, or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency;

(2) That no such principals and key personnel of the person, firm, or corporation, or agent of such person, firm or corporation or principals and key personnel, knows of any action by the person, firm or corporation to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the person, firm or corporation to provide a gift to any such public official or state employee; and

(3) That the person, firm or corporation made the bid or proposal without fraud or collusion with any person.

(d) Any bidder or proposer that does not make the certifications required under subsection (c) of this section shall be disqualified and the state agency or quasi-public agency shall award the contract to the next highest ranked proposer or the next lowest responsible qualified bidder or seek new bids or proposals.

(e) The date that the state agency or quasi-public agency began planning the project, services, procurement, and lease or licensing arrangement to be covered by the contract is **December 1, 2009**.

29. The existence of the contract shall be determined in accordance with the requirements set forth above. However, the award of the contract is not an order to ship. Contractors may not begin to perform under the awarded contract until the Contractor and QVCC have executed the contract and thereafter the Contractor receives a written notice of PSA approval from the State of Connecticut Attorney General's Office and/or Purchase Order. **The contract itself is not an authorization for the contractor to ship goods or begin performance in any way. A Contractor making delivery without an approved PSA and/or Purchase Order in accordance with this section does so at Contractor's own risk.**

30. With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of Fifty Thousand Dollars (\$50,000.00) or more or a combination or series of such agreements or contracts having a value of One Hundred Thousand Dollars (\$100,000.00) or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the state Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11.

31. Public Act 07-142 and Public Act 07-245 have amended the nondiscrimination provisions of the Connecticut General Statutes to add civil unions to the existing protected classes and to require State contractors to adopt policies in support of the new statutes by means of a resolution. Attached Non Discrimination Certificate(s) must be completed and submitted with the Bid. The execution and submittal of this certificate is a condition precedent to the State's executing the Contract, unless the Contractor is exempt from this statutory requirement, in which case the Contractor must obtain a written waiver from the State's Commission on Human Rights and Opportunities.

Delivery

32. Deliveries shall be made as specified by QVCC during normal receiving hours of the agency. Delivery must be made directly to the location request of QVCC. Contractor must provide inside delivery where required, at no additional cost to QVCC. The Contractor or Contractor's shipping designee shall be responsible for removal of goods from the carrier and placement on QVCC's loading dock or receiving platform. The receiving personnel of QVCC are not required

to assist in this process. Pick-up deliveries will not be accepted. The decision of QVCC as to reasonable compliance with delivery terms shall be final and binding. The burden of proof of proper receipt of the order shall rest with the Contractor. The Contractor is responsible for the delivery of material in first class condition at the point of delivery. The Goods shall be securely and properly packed for shipment without extra charge for packing cases, baling or sacks. The containers shall remain the property of QVCC unless otherwise stated in the Bid. All deliveries shall be made in accordance with good commercial practice. QVCC shall determine the manner and prescribe the inspection of all Goods and the test of all samples submitted to determine whether they comply with all of the specifications in the Contract. If any Goods fail in any way to meet the specifications in the Contract, QVCC may, in its sole discretion, either reject it and owe nothing or accept it and pay for it on an adjusted price basis, depending on the degree to which the goods meet the specification, any decision pertaining to any such failure or rejection shall be final and binding.

33. Before commencing performance, the Contractor shall obtain and maintain at its own cost and expense for the duration of the Contract, the following insurance as described in (A) through (E) below. Contractor shall assume any and all deductibles in the described insurance policies. The Contractor's insurers shall have no right of recovery or subrogation against the State and the described Contractor's insurance shall be primary coverage. Any failure to comply with the claim reporting provisions of the policy shall not affect coverage provided to the State.

(A) Commercial General Liability including Contractual Liability Insurance: Combined Single Limit of One Million Dollars (\$1,000,000) for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and for all damages arising out of injury to or destruction of property in any one accident or occurrence, and, subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons and out of injury to or destruction of property during the policy period. Total/aggregate coverage shall be per project, purchase order or contract aggregate. Coverage shall include Premises and Operations, Independent Contractors, Products and completed Operation, Contractual Liability and Broad Form Property Damage.

(B) Automobile Liability: The operation of all motor vehicles, including those hired or borrowed, used in connection with the contract shall be covered by Automobile Liability Insurance providing a total of One Million Dollars (\$1,000,000) Combined Single Limit per occurrence for all damages arising out of bodily injury to or death of all persons in any one accident or occurrence, and or all damages arising out of injury to or destruction of property in any one accident or occurrence. In cases where an insurance policy shows an aggregate limit as part of the automobile liability coverage, the aggregate must be at least Two Million Dollars (\$2,000,000). 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. When it is clearly established that no vehicle is used in the execution of the contract, then automobile coverage is not required.

(C) Worker's Compensation and Employee's Liability: with respect to all operations the Contractor performs and all those performed for the Contractor by subcontractor(s), the Contractor, and subcontractor(s) if used, shall carry Workers Compensation Insurance at statutory coverage limits and/or, as applicable, insurance required in accordance with the U. S. Longshermen's and Harbor Workers Compensation Act, the Federal Employers Liability Act, all in accordance with the requirements of the laws of the State of Connecticut, and the laws of the United States respectively.

(D) Owner's and Contractor's Protective Liability: The Contractors shall purchase Owner's and Contractor's Protective Liability Insurance for and in the name of the State of Connecticut. This insurance will provide a total limit of One Million Dollars (\$1,000,000) per occurrence for all damages arising out of injury to or death of all persons and out of injury to or destruction of property in any one accident or occurrence and, subject to that limit per occurrence, a total (or aggregate) limit of Two Million Dollars (\$2,000,000) for all damages arising out of bodily injury to or death of all persons in all accident or

occurrences and out of injury to or destruction of property during the policy period.

(E) Umbrella Liability: In the event the Contractor secures excess/umbrella liability insurance to meet the minimum requirements specified as items (A) and (B) the State of Connecticut QVCC must be named as Additional Insured.

Subcontractors

34. QVCC must approve any and all subcontractors utilized by the successful Contractor prior to any such subcontractor commencing any work. Contractors acknowledge by the act of submitting a bid that any work provided under the contract is work conducted on behalf of the QVCC and that QVCC may communicate directly with and subcontractor as the State deems to be necessary or appropriate. It is also understood that the successful Contractor shall be responsible for all

payment of fees charged by the subcontractor(s). A performance evaluation of any subcontractor shall be provided promptly by the successful Contractor to QVCC upon request.

Confidentiality and Care of Data

35. The Contractor and Contractor Parties agrees to protect the confidentiality of any files, data or other material pertaining to this contract in accordance with existing state policies and to restrict their use solely for the purpose of performing this contract. The successful Contractor shall take all steps necessary to safeguard data, files, reports or other information for loss, destruction or erasure. Any cost or expenses of replacing any damages resulting from the loss of such data shall be borne by the Contractor when such loss or damage occurred through its negligence.

Offer of Gratuities

36. The Contractor warrants, represents, and certifies that no elected or appointed official or employee of the State of Connecticut has, or agrees to, benefit financially or materially from this procurement. This Bid may be terminated by QVCC without liability attaching to the State if it is determined that the gratuities of any kind were either offered to, or received by, any of the aforementioned officials or employees from the Contractor or the Contractor Parties.

Americans with Disabilities Act

37. The Contractor shall be and remain in compliance with the Americans with Disabilities Act of 1990, Public law 101-336 and any other applicable Federal laws and regulations, to the extent applicable, during the term of the Contract. QVCC may cancel the contract if the Contractor fails to comply.

Whistleblowing

38. This agreement is subject to the provisions of Connecticut General Statutes 4-61dd. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty percent of the value of this agreement. Each violation shall be separate and distinct offense and in the case of a continuing violation each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

Termination, Cancellation, and Expiration

39. Notwithstanding any provisions in this Contract, QVCC, through a duly authorized employee, may terminate the contract whenever QVCC makes a written determination that such termination is in the best interests of the State. QVCC shall notify the contractor in writing of

termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete performance under the contract prior to such date. The Contractor is not entitled to receive and the State is not obligated to tender to the Contractor any payments or reimbursements for anticipated or lost profits.

40. Notwithstanding any provisions in the Contract, QVCC, through a duly authorized employee, may, after making a written determination that the Contractor has breached the Contract, cancel the Contract in accordance with the Breach section of this Contract.

41. QVCC shall send notice of Termination or Cancellation via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to QVCC for purposes of correspondence, or by hand delivery. Upon receiving such notice from QVCC, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to QVCC all records. The records are deemed to be the property of QVCC and the Contractor shall deliver them to QVCC no later than thirty (30) days after the Termination, Cancellation or Expiration of the Contract or fifteen (15) days after the Contractor receives a written request from QVCC for the records. The Contractor shall deliver those records that exist by electronic, hand, or certified mail at the Contractor's expense.

42. Upon receipt of a written notice of Termination or Cancellation from QVCC, the Contractor shall cease operations as directed by QVCC in the notice, and take all actions that are necessary or appropriate, or that QVCC may reasonably direct, for the protection and preservation of the goods and any other property. Except for any work which QVCC directs the Contractor to perform in the notice prior to the effective date of Termination or Cancellation, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.

43. Upon Termination, Cancellation, or Expiration of the Contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive Termination, Cancellation, or Expiration of the Contract. All representations, warranties, agreements and rights of the parties under the Contract shall survive such Termination, Cancellation or Expiration to the extent not otherwise limited in the Contract and without each one of them having to be specifically mentioned in the Contract.

44. Termination or Cancellation of the Contract pursuant to this section shall not be deemed to be a breach of contract by QVCC.

Breach

45. If either party breaches the Contract in any respect, the non-breaching party shall provide written notice of such breach to the breaching party and afford the breaching party an opportunity to cure the breach within ten (10) days from the date that the breaching party received such notice. Any other time provided for in the notice shall trump such ten (10) days. Such right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective Contract Cancellation date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the Cancellation date, no further action shall be required of any party to effect the Cancellations of the stated date. If the notice does not set forth an effective Contract Cancellation date, then the non-breaching party may cancel the Contract by giving the breaching party no less than twenty four (24) hours prior written notice. If QVCC believes that the Contractor has not performed according to the Contract, QVCC may withhold payment in whole or in part pending resolution of the performance issue, provided that QVCC notifies the Contractor in writing prior to the date that the payment would have been due in accordance with the payment schedule agreed upon in the award.

46. In addition to all other remedies that QVCC may have, the State, in its sole discretion, may set off:

(a) Any costs or expenses that QVCC incurs resulting from the contractor's unexcused nonperformance under the Contract and under any other agreement or arrangement that the contractor has with the QVCC; and

(b) Any other amounts that are due or may become due from QVCC to the Contractor, against amounts otherwise due or that may become due to the contractor under the Contract, or under any other agreement or arrangement that the Contractor has with QVCC. QVCC's right to setoff shall not be deemed to be QVCC's exclusive remedy for the Contractor's or Contractor parties' breach of the contract, all of which shall survive any setoffs by QVCC.

Contractor Guaranties

47. Contractor shall:

(a) Perform fully under the Contract;

(b) Guarantee the Goods or Services against defective material or workmanship and to repair any damage or marring occasioned in transit or, at the Client Agency's option, replace them;

(c) Furnish adequate protection from damage for all work and to repair damage of any kind, for which its workers are responsible, to the premises, Goods, the Contractor's work or that of Contractor Parties;

(d) With respect to the provision of Service, pay for all permits, licenses and fees and give all required or appropriate notices;

(e) Adhere to all Contractual provisions ensuring the confidentiality of records that the Contractor has access to and are exempt from disclosure under the State's Freedom of Information Act or other applicable law; and

(f) Neither disclaims, exclude nor modify the implied warranties of fitness for a particular purpose or of merchantability.

Representations and Warranties

48. The Contractor, and the Bidder, as appropriate, represent and warrant to QVCC for itself, Contractor Parties and Bidder Parties, as appropriate, that:

(a) if any entities, they are duly and validly existing under the laws of their respective states or organization and authorized to conduct business in the State of Connecticut in the manner contemplated by the Contract. Further, as appropriate, they have taken all necessary action to authorize the execution, delivery, and performance of the Bid and the contract and have the power and authority to execute, deliver and perform their obligations under the Contract;

(b) They will comply with all applicable State and Federal laws and municipal ordinances in satisfying their obligations to the QVCC under and pursuant to the Contract, including, but not limited to (1) Connecticut General Statutes Title 1, Chapter 10, concerning the State's Codes of Ethics and (2) Title 4a concerning State purchasing, including, but not limited to 22a-194a concerning the use of polystyrene foam;

(c) the execution, delivery, and performance of the Contract will not violate, bi in conflict with, result in a breach of or constitute (with or without due notice and/or lapse of time) a default under any of the following, as applicable: (1) any provision of law; (2) any order of any court or the State; or (3) any indenture, agreement, document or other instrument to which it is a party of by which it may be bound;

(d) They are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental entity;

(e) as applicable, they have not, within the three (3) years preceding the Contract, in any of their current or former jobs, been convicted of, or had a civil judgment rendered against them or against any person who would perform under the Contract, for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a transaction or contract with any governmental entity. This includes, but is not limited to, violation of Federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or received stolen property;

(f) they are not presently indicted for or otherwise criminally or civilly charged by any governmental entity with commission of any of the offense listed above;

(g) they have not within the three (3) years preceding the Contract has one or more contracts with any governmental entity cancelled;

(h) they have not employed or retained any entity or person, other than a bona fide employee working solely for them, to solicit or secure the Contract and that they have not paid or agreed to pay any entity or person, other than a bona fide employee working solely for them, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of the Contract or any assignments made in accordance with the terms of the Contract;

(i) to the best of their knowledge, there are no claims involving the Bidder, Bidder Parties, Contractor or Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the Contract;

(j) they shall disclose, to the best of their knowledge, to QVCC in writing and claims involving them that might reasonably be expected to material adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under the contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. For purposes of the Contractor's obligation to disclose any claims to QVCC, the ten (10) days in the section of this Contract concerning Disclosure of Contractor Parties Litigation shall run consecutively with the ten (10) days provided for in this representation and warranty;

(k) their participation in the Invitation to Bid process is not a conflict of interest or a breach of ethics under the provision of Title 1, Chapter 10 of the Connecticut General Statutes concerning the State's Code of Ethics;

(l) the Bid was not made in connection or concert with any other person, entity or Bidder, including any affiliate (as defined in the Tangible Personal Property section of this Contract) of the Bidder, submitting a Bid for the Same Goods or Services, and is in all respects fair and without collusion or fraud and they are able to perform under the Contract using their own resources or the resourced of a party who is not a Bidder;

(j) they have paid all applicable workers' compensation second injury fund assessments concerning all previous work done in Connecticut, have a record of compliance with Occupational Health and Safety Administration regulations without any unabated, willful or serious violations and owe no unemployment compensation contributions;

(h) they are not delinquent in the payment of any taxed owed, or, that they have filed a sales tax security bond, and they have if an as applicable, filed for motor carrier road tax stickers and have paid all outstanding road taxes, all of their vehicles have current registration and, unless such vehicles are no longer in service, they shall not allow any such registration to lapse.

(i) except to the extent modified or abrogated in the Contract, all Title and Warranties shall pass to QVCC upon complete installation, testing and acceptance of the goods or services and payment by QVCC. If either party terminates or cancels the Contract, for any reason, they shall relinquish to QVCC all Title and Warranties to the goods or services delivered, accepted and paid for (except to the extent any invoiced amount is disputed) by QVCC. With regard to third party products provided with the goods, they shall transfer all licenses which they are permitted to transfer in accordance with the applicable third party license.

Disclosure of Contractor Parties Litigation

49. The Contractor shall require that all Contractor Parties, as appropriate, disclose to the Contractor, to the best of their knowledge, any claims involving the Contractor Parties that might reasonably be expected to materially adversely affect their businesses, operations, assets, properties, financial stability, business prospects or ability to perform fully under Contract, no later than ten (10) days after becoming aware or after they should have become aware of any such claims. Disclosure shall be in writing.

Agency On-Site Information

50. CPL: David Baty, Associate Dean

Phone: (860) 412-7317

Fax: (860) 412-7333

CPL: Margie Huoppi, Graphics & Publications Associate
Phone: (860) 412-7312
Fax: (860) 412-7333

Business Office: Debra Guntner, Fiscal Administrative Officer
Phone: (860) 412-7354
Fax: (860) 412-7359

REQUEST FOR PROPOSAL: INVITATION TO BID

*Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239*

Is accepting sealed bids for:

WEB CONTENT MANAGEMENT SYSTEM

BID PROJECT NUMBER: QVCC-CPL-121409

Objective

Web Content Management System to include templates for a redesign of the college website

Scope of Project

Quinebaug Valley Community College (QVCC), Community & Professional Learning (CPL), is accepting bids for a comprehensive web content management system to include the following items, at minimum:

- Integration of smart catalog product
- Up to 8 web page templates including homepage, level 1, level 2, calendar page, news and events page which also allow for local updating of content by users
- ADA compliant
- RSS feeds
- Live Update capability
- Search engine optimization
- Internal website search feature
- 800x600 no scrolling homepage
- Use of java, flash, css, asp, perl, etc as needed for functionality
- Integration of social networking
- Readable version for mobile devices
- Searchable databases for A to Z directory and Staff directory
- Simple template to serve as a secure order form
- Ability to add features at a later date
- Ability to control access and editing of web pages for up to 10 users
- College will have significant input into the design of the templates

Questions may be submitted via e-mail to mhuoppi@qvcc.commnet.edu by noon December 10, 2009 and responses will be posted shortly thereafter on the DAS webpage.

REQUEST FOR PROPOSAL: INVITATION TO BID

*Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239*

Is accepting sealed bids for:

WEB CONTENT MANAGEMENT SYSTEM

BID PROJECT NUMBER: QVCC-CPL-121409

Submission Deadline

Sealed Bids must be submitted by 2:00pm on Wednesday, December 16, 2009 to:

*Quinebaug Valley Community College
742 Upper Maple Street
Danielson, CT 06239
Attention: Debra Guntner, FAO, Business Office*

At that time they will be opened and publicly read in Room C127

Proposals will be evaluated for award by a committee at a later date. Bidders may be required to meet with the committee to explain their proposal via phone conference, webinar or in-person.

References

Please supply 2 references to substantiate your work with the Community College System on form SP-14, Bidder Qualifications.

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 ☐ 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.

Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____

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___

VENDOR AUTHORIZATION GUIDELINES (page 1 of 2)

All contracts must include appropriate vendor documentation that does the following three things:

- A. Authorizes the vendor to enter into contracts,
- B. Authorizes a particular officer to execute contracts on behalf of the vendor and
- C. Evidences that the officer signing in fact holds his/her office.

CORPORATIONS - Appropriate vendor documentation usually involves a certificate from the Secretary or other appropriate officer setting forth a copy of a board resolution. Sometimes this is not possible, in which case the vendor should observe the following:

- 1) In lieu of the secretary's certificate, the vendors must submit:
 - a) a current certified copy of the applicable section of the corporation's bylaws which authorizes the execution of contracts by the signing person and
 - b) a current certification that the officer signing the assignment agreement in fact holds that office.
- 2) In lieu of the certified resolution or bylaws, the vendor must include a certified copy of the corporate minutes of their respective boards of directors, which must specifically authorize the person signing the assignment agreement to execute it.

NOTE: If the bylaws or resolutions cannot be found, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the officer's ability to bind the company to enter into a contract.

LIMITED LIABILITY COMPANIES (LLC'S) – LLC's that do not have boards of directors, must submit the following:

1. a document indicating unanimous consent from all members or managers or
- 2) a certified copy of all of those relevant portions of their management agreement or operations agreement that identify which members or managers have the authority to bind the LLC in contracts. The certification must also show that the signing party is in fact a manager/member or that a manager/member has duly (in accordance with the management agreement or operations agreement) delegated signatory authority to the signing person.

If the company can't find the management agreement or operations agreement, a formal legal opinion must be obtained attesting to:

- a. the authority of the company and
- b. the signing party's ability to bind the company to enter into a contract.

PARTNERSHIPS – Partnerships, like LLC's, do not have boards of directors. Generally, any general partner can bind the partnership. However, it is prudent to make every effort to obtain a partnership authorization that includes some evidence of a partner's authority to bind the partnership. This can include partnership resolutions that read very much like a corporation's resolutions or a copy of the partnership agreement (or all relevant sections) that address the authority of partners to bind the partnership, again taking into account any limitations, or a consent from the appropriate partners. The partnership agreement governs in the same way as the LLC's management or operations agreement.

VENDOR AUTHORIZATION GUIDELINES (page 2 of 2)

Sole Proprietors - Sole Proprietors do not need to submit any documentation with regards to vendor authorization or certification. Sole Proprietors must submit a letter on company letterhead stating:

- 1) that the company holds Sole Proprietor status,
- 2) the name(s) of those authorized to execute contracts on behalf of the company and
- 3) the signature of Sole Proprietor.

NOTE: You may review and/or download the Vendor Authorization Guidelines and Samples from the DAS/Procurement website www.das.state.ct.us/busopp.asp. Scroll down until you see the heading "**Vendor**" on the far right side of the screen. Then click on "**Vendor Authorization Guidelines and Samples**".



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

Printed Name _____



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION -- Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at less than \$50,000 for each year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN ENTITY:

I, _____, _____, of _____,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
Name of State or Commonwealth

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Date

Printed Name

REV 2/98

STATE OF CONNECTICUT

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES (CHRO) WORKPLACE ANALYSIS AFFIRMATIVE ACTION REPORT

EMPLOYMENT INFORMATION FORM

ONCC - CR - 121409

Company Name	Contact Person	Phone Number	Date
Street Address			
City			
State			

Report all permanent full-time or part-time employees, including apprentice and on-the-job trainees. Enter the number on all lines and in all columns.

JOB CATEGORY	A OVERALL TOTALS (Sum of all columns, A-F Male & Female	B WHITE (NOT OR HISPANIC ORIGIN)		C BLACK (NOT OR HISPANIC ORIGIN)		D HISPANIC		E ASIAN / PACIFIC ISLANDER		F AMERICAN INDIAN OR ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers											
Professionals											
Technicians											
Sales Workers											
Office/Clerical											
Craft Workers (Skilled)											
Operatives(Semi-skilled)											
Laborers (Unskilled)											
Service Workers											
TOTALS ABOVE											
Do you use minority businesses as subcontractors or suppliers?		Explain:									
☐ Yes ☐ No											
If CT based, do you post all employment openings with the State of Connecticut Employment Service?		Explain:									
☐ Yes ☐ No											
Do you use an Affirmative Action Plan?		Explain:									
☐ Yes ☐ No											
Describe your recruitment, hiring, training and promotion anti-discrimination practices.											

STATE OF CONNECTICUT
BIDDER'S STATEMENT OF QUALIFICATIONS

Page 1 of 2

THIS FORM WILL BE USED IN ASSESSING A BIDDER'S QUALIFICATIONS AND TO DETERMINE IF THE BID SUBMITTED IS FROM A RESPONSIBLE BIDDER. STATE LAW DESIGNATES THAT CONTRACTS BE AWARDED TO THE LOWEST RESPONSIBLE QUALIFIED BIDDER. FACTORS SUCH AS PAST PERFORMANCE, INTEGRITY OF THE BIDDER, CONFORMITY TO THE SPECIFICATIONS, ETC. WILL BE USED IN EVALUATING BIDS. ATTACH ADDITIONAL SHEETS IF NECESSARY

COMPANY NAME: _____
&
ADDRESS: _____

NUMBER OF YEARS COMPANY HAS BEEN ENGAGED IN BUSINESS UNDER THIS NAME: _____ YEARS

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS, **THAT YOU ACTUALLY PERFORMED SERVICE AGAINST**. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST ANY CONTRACT AWARDS TO YOUR COMPANY BY THE STATE OF CONNECTICUT WITHIN THE LAST THREE (3) YEARS. INDICATE WHICH STATE AGENCY, AND PROVIDE CONTRACT NAME AND NUMBER, AND THE NAME AND TELEPHONE NUMBER OF THE PURCHASING AGENT ADMINISTERING THE CONTRACT.

<u>CONTRACT NO.</u>	<u>CONTRACT NAME</u>	<u>STATE AGENCY</u>	<u>PURCHASING AGENT</u>	<u>TEL. NO.</u>
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

LIST OTHER NAMES YOUR COMPANY GOES BY: _____

LIST PREVIOUS COMPANY NAME (S) _____

LIST AT LEAST THREE COMPLETED PROJECTS SIMILAR IN NATURE TO THIS **INVITATION FOR BIDS** WHICH DEMONSTRATES YOUR COMPANY'S ABILITY TO PERFORM THE REQUIRED SERVICES.

	<u>Company Name and Address</u>	<u>Telephone No.:</u>	<u>Dollar Value:</u>
1.	_____	_____	_____
2.	_____	_____	_____
3.	_____	_____	_____

STATE OF CONNECTICUT
BIDDER'S STATEMENT OF QUALIFICATIONS

Bid Number: 000-CPL-12409
Page 2 of 2

COMPANY NAME: _____

SIZE OF COMPANY

OR CORPORATION: NUMBER OF EMPLOYEES: FULL TIME _____ PART TIME _____

COMPANY VALUE: EQUIPMENT ASSETS _____ TOTAL ASSETS _____

IS YOUR COMPANY REGISTERED WITH THE OFFICE OF THE CONNECTICUT SECRETARY OF STATE? ☐ YES ☐ NO

REGISTRATION DATE, IF AVAILABLE: _____

IF REQUESTED, WOULD YOUR COMPANY PROVIDE A "GOOD STANDING" CERTIFICATE ISSUED BY THE
CONNECTICUT SECRETARY OF STATE'S OFFICE? ☐ YES ☐ NO

LIST OF EQUIPMENT TO BE USED FOR THIS SERVICE (INCLUDE MODEL, YEAR &
MANUFACTURER):

<u>MODEL</u>	<u>YEAR</u>	<u>MANUFACTURER</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

(Attach additional sheets if necessary)

LIST ANY RELEVANT CERTIFICATIONS, LICENSES, REGISTRATIONS, ETC. WHICH QUALIFY YOUR COMPANY TO MEET THE REQUIREMENTS
OF THIS BID.

(Attach additional sheets if necessary)

LIST ANY CRIMINAL CONVICTIONS AGAINST YOUR COMPANY AND ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL
SHAREHOLDERS, DIRECTORS, PARTNERS, LLC MEMBERS AND LLC MANAGERS.

(Attach additional sheets if necessary)

LIST ANY ADMINISTRATIVE ACTIONS EITHER PENDING REVIEW BY THE STATE OR DETERMINATIONS THAT THE STATE HAS
MADE REGARDING YOUR COMPANY OR ANY OF YOUR COMPANY'S OFFICERS, PRINCIPAL SHAREHOLDERS, DIRECTORS,
PARTNERS, LLC MEMBERS OR LLC MANAGERS. THIS WOULD INCLUDE COURT JUDGEMENTS, ACTIONS, SUITS, CLAIMS,
DEMANDS, INVESTIGATIONS AND LEGAL, ADMINISTRATIVE OR ARBITRATION PROCEEDINGS PENDING IN ANY FORUM.
INCLUDE A LISTING OF OSHA VIOLATIONS AND ANY ACTIONS OR ORDERS PENDING OR RESOLVED WITH ANY STATE AGENCY
SUCH AS THE DEPARTMENT OF CONSUMER PROTECTION, THE DEPARTMENT OF ENVIRONMENTAL PROTECTION, ETC. DETAIL
THIS INFORMATION ON A SEPARATE SHEET OF PAPER. SUCH INFORMATION SHOULD BE FOR THE LAST THREE (3) YEARS.

(Attach additional sheets if necessary)

I HEREBY CERTIFY UNDER PENALTY OF FALSE STATEMENT THAT ALL THE INFORMATION SUPPLIED IS COMPLETE AND TRUE.

SIGNATURE

DATE

TITLE

(Seal)

PROPOSAL
RFP-26 Rev. 05/07
Prev. Rev. 03/07

Read & Complete
Carefully

RFP NO:	RFP DUE DATE:	RFP DUE TIME:	RFP SURETY:	DATE ISSUED:
---------	---------------	---------------	-------------	--------------

DESCRIPTION:

FOR:

TERM OF CONTRACT

Agency Requisition Number(s):

REQUEST FOR PROPOSAL: Pursuant to the provisions of Section 4a-57 of the Connecticut General Statutes as amended, Procurement Services is soliciting proposals for the State of Connecticut, at the address above for the furnishing of the subject commodities and/or services to state agencies.

IMPORTANT: ALL pages of this form, Sections 1 through 3 must be completed, signed and returned by the proposer as part of the proposal package. Failure to submit all pages of this form may constitute grounds for rejection of your proposal.

Section 1 of 3 - PROPOSER INFORMATION

COMPLETE PROPOSER LEGAL BUSINESS NAME:		Taxpayer ID # (TIN): ☐ SSN ☐ FEIN	
PRINCIPAL PLACE OF BUSINESS:		Write/Type SSN/FEIN Number Above	
BUSINESS NAME, TRADE NAME, DOING BUSINESS AS (IF DIFFERENT FROM ABOVE)			
PRINCIPAL PLACE OF BUSINESS (IF DIFFERENT FROM ABOVE)			
BUSINESS ENTITY: ☐ LLC ☐ NON-PROFIT ☐ PARTNERSHIP ☐ INDIVIDUAL/SOLE PROPRIETORSHIP (ATTACH NAMES AND TITLES OF ALL PARTNERS) ☐ CORPORATION TYPE OF CORPORATION: - STATE ORGANIZED IN:			
NOTE: IF INDIVIDUAL/SOLE PROPRIETOR, INDIVIDUAL'S NAME (AS OWNER) MUST APPEAR IN THE LEGAL BUSINESS NAME BLOCK ABOVE.			
BUSINESS TYPE: A. SALE OF COMMODITIES B. MEDICAL SERVICES C. ATTORNEY FEES D. RENTAL OF PROPERTY (REAL ESTATE & EQUIPMENT) E. OTHER (DESCRIBE IN DETAIL)			
UNDER THIS TIN, WHAT IS THE PRIMARY TYPE OF BUSINESS YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
UNDER THIS TIN, WHAT OTHER TYPES OF BUSINESS MIGHT YOU PROVIDE TO THE STATE? (ENTER LETTER FROM ABOVE)			
WRITTEN SIGNATURE OF PERSON AUTHORIZED TO SIGN PROPOSALS ON BEHALF OF THE ABOVE NAMED PROPOSER			DATE EXECUTED
TYPE OR PRINT NAME OF AUTHORIZED PERSON			TITLE OF AUTHORIZED PERSON

Section 1 of 3 - PROPOSER INFORMATION
(CONTINUED)

PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Business Address information on back of this form, if needed.				
PROPOSER E-MAIL ADDRESS		PROPOSER WEB SITE		
REMITTANCE INFORMATION: INDICATE BELOW THE REMITTANCE ADDRESS OF YOUR BUSINESS. ☐ SAME AS BIDDER ADDRESS ABOVE.				
REMIT ADDRESS	STREET	CITY	STATE	ZIP CODE
Notice: Provision pursuant to Section #35. Notice, for all communications as required by Section #35 of Contract 07, provide the Proposer Contact Information below.				
PROPOSER CONTACT INFORMATION: NAME (TYPE OR PRINT)				
PROPOSER ADDRESS	STREET	CITY	STATE	ZIP CODE
Add Additional Proposer Contact & Address information on back of this form, if needed.				
1ST BUSINESS PHONE:	Ext. #	HOME PHONE:		
2ND BUSINESS PHONE:	Ext. #	1 ST PAGER:		
CELLULAR:		2 ND PAGER:		
1 ST FAX NUMBER:		TOLL FREE PHONE:		
2 ND FAX NUMBER:		TELEX:		
IS YOUR BUSINESS CURRENTLY A DAS CERTIFIED SMALL BUSINESS ENTERPRISE? ☐ YES (ATTACH CERTIFICATE COPY TO BID) ☐ NO				
IF YOU ARE A STATE EMPLOYEE , INDICATE YOUR POSITION, AGENCY & AGENCY ADDRESS.				
FOR PURCHASE ORDER DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)				
☐ E-MAIL	☐ FAX	☐ USPS MAIL		
☐ EDI				
If EDI was selected, give us a person to contact in your company to set up EDI:				
NAME:				
E-MAIL ADDRESS:				
TELEPHONE NUMBER:				
FOR REQUEST FOR QUOTATION (RFQ) DISTRIBUTION: 1) CHECK ONLY ONE BOX BELOW 2) INPUT E-MAIL ADDRESS OR FAX # (IF CHECKED)				
☐ E-MAIL	☐ FAX	☐ USPS MAIL		

Add further Business Address, E-mail & Contact Information below or on back of form if needed

**Section 2 of 3 - PROPOSER DEBARMENT AND/OR
SUSPENSION**

Has the proposer, any company official, or any subcontractor to the proposer, received any notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity?

☐ YES ☐ NO

The abovesigned proposer further affirms and declares that neither the proposer and/or any company official nor any subcontractor to the proposer and/or any company official has received any notices of debarment and/or suspension from contracting with other states within the United States.

☐ YES ☐ NO

If the abovesigned proposer, any company official or any subcontractor to the proposer *has* received notices of debarment and/or suspension from contracting with the State of Connecticut, the Federal Government or any governmental entity, said notices must be attached to this document when submitting this proposal.

Number of notices attached _____

Section 3 of 3 – OTHER INFORMATION

Refer to “Guidance for Vendor Authorizations” at:

[http://www.das.state.ct.us/Purchase/Info/Vendor Authorization and Guidance 081106.pdf](http://www.das.state.ct.us/Purchase/Info/Vendor%20Authorization%20and%20Guidance%20081106.pdf)

Refer to “Guide to the Code of Ethics for Current or Potential State Contractors” at:

[http://www.ct.gov/ethics/lib/ethics/2006 guide for contractors.pdf](http://www.ct.gov/ethics/lib/ethics/2006_guide_for_contractors.pdf)

**Request for Taxpayer
Identification Number and Certification**

Give form to the
requester. Do not
send to the IRS.

Print or type
See Specific instructions on page 2.

Name (as shown on your income tax return)	
Business name, if different from above	
Check appropriate box: ☐ Individual/ Sole proprietor ☐ Corporation ☐ Partnership ☐ Other ▶	☐ Exempt from backup withholding
Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code	
List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on Line 1 to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number								
or								
Employer identification number								

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

**Sign
Here**

Signature of
U.S. person ▶

Date ▶

Purpose of Form

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

U.S. person. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

In 3 above, if applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.

Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

For federal tax purposes, you are considered a person if you are:

- An individual who is a citizen or resident of the United States,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, or
- Any estate (other than a foreign estate) or trust. See Regulations sections 301.7701-6(a) and 7(a) for additional information.

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.

The person who gives Form W-9 to the partnership for purposes of establishing its U.S. status and avoiding withholding on its allocable share of net income from the partnership conducting a trade or business in the United States is in the following cases:

- The U.S. owner of a disregarded entity and not the entity,

INSTRUCTIONS

Please quote us your prices on the commodities/services listed below. All prices must be F.O.B. Destination and you must show Unit Price, Amount and Total or bid may be rejected.

Since the State of Connecticut is exempt from the payment of Federal Excise Taxes and the Connecticut Sales Tax, do not include such taxes.

That this quotation is executed and signed by said bidder with full knowledge and acceptance of the provisions of Form SP-7A of current issue and in effect on the date of bid issue. Form SP-7A, entitled Standards Bid and Contract Terms and Conditions, together with the Commodity Specifications, Proposal Schedule, and Special Bid and Contract Terms and Conditions are made a part of this request for quotation.

ISSUED BY (Agency) Quinebaug Valley Community College		AGENCY NUMBER 7712	(RETURN BID ATTENTION OF) Debra Guntner	BID NO. AND OR REQUISITION NO. QVCC-CPL-121409
AGENCY ADDRESS 742 Upper Maple Street, Danielson, CT 06239				DATE ISSUED December 1, 2009
SHIP PREPAID TO (ABOVE AGENCY AT ADDRESS SHOWN) (UNLESS OTHER ADDRESS IS ENTERED HERE)				DATE AND TIME BID REQUIRED Wednesday, December 16, 2009 @2:pm
SIGNED (For Agency)	TITLE Assoc Dean, CPL	TELEPHONE NO. & EXTENSION (860) 412-7317		DATE MATERIAL REQUIRED To Be Determined

[illegible]

**To be
completed
by bidder**

QUOTATION NO./ DATE SUBMITTED	DELIVERY AS REQ'D. ABOVE (Unless noted here)				TOTAL
SIGNED	TITLE	TELEPHONE NO. AND EXTENSION	CASH DISCOUNT % DAYS	PAYMENT TERMS NET 45 DAYS	
VENDOR FEIN/SSN	ARE YOU INCORPORATED YES NO	PURCHASE ORDER ADDRESS (If different from bidder's address above)			