REQUEST FOR PROPOSAL NO 2020-04

ATM / BANKING SERVICES AT CCSU

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or “CCSU”) seeking proposals from vendors to furnish banking and Automated Teller Machine (ATM) services (hereinafter referred to collectively as “banking services”) on the CCSU campus.

1.2 AUTHORITY

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

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

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

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

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

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

Appendix I References Form
Appendix II Instruction to Proposers
Appendix III Proposal Certification
Appendix IV Required Forms (CHRO Bidder Contract Compliance Monitoring Report, OPM Ethics Forms 1, 5 and 6, Nondiscrimination Certificate)
Appendix V SEEC Campaign Contribution Restrictions language
Appendix VI RFP Response Check List
Appendix VII Standard CSU Bid Terms and Conditions
Attachment A Draft Boilerplate Contract
1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on September 10, 2019. Any questions and answers, or clarifications or corrections shall be published as an addendum. See section 1.8

1.5 SITE VISITS

If you would like to visit campus to familiarize yourself with the current ATM locations, please contact Tom Brodeur at 860-832-2532. Site visits should be conducted before September 10 to allow sufficient time to submit questions.

1.6 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus five (5) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive of the proposal. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on September 23, 2019, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract.

Proposals shall be mailed or delivered to:

Thomas J. Brodeur, C.P.M.
Purchasing Department, Davidson Hall room 22802
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050-4010

The outside cover of the package containing the proposal shall be marked:
RFP 2020-04, Banking Services, submitted by (Name of Contractor)

1.7 DISQUALIFICATION OF PROPOSALS

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

A Proposer’s proposal may be disqualified for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is on the State of Connecticut Department of Labor Debarment List (current issue) at any time up to the execution of the Contract.
- The Contractor is in default of any prior contract or for misrepresentation
- The Contractor materially misrepresents information in their proposal
1.8 ADDENDA TO THIS RFP

CCSU may issue one or more addenda related to this RFP. Such addenda shall be posted at https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2 and at http://www.ccsu.edu/purchasing/currentBids.htm. It shall be the responsibility of prospective proposers and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the proposal on or before the proposal opening date and time.

This process is intended to ensure that all Proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by Addenda from the Purchasing Department of the University.

1.9 RIGHTS RESERVED

CCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CCSU will be served. Should CCSU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

1.10 FINAL CONTRACT

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

The University reserves the right to request additional information or clarification on any information included in the Firms proposal.

Prior to the award, the University may elect to conduct negotiations with the highest ranked proposer(s) for purposes which include:

- Resolving minor differences and informalities
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from proposers
- Exploring ways to improve the final Contract

1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

Proposals may be available for public inspection after the Contract is signed by all parties. Information marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

1.12 CONTRACT INVALIDATION

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

1.13 TERM OF CONTRACT

The term of the agreement shall be for five (5) years starting January 1, 2020. CCSU reserves the right to renew this contract with the consent of the Contractor for one additional five (5) year period or parts thereof.

1.14 FORMATION OF CONTRACT

See Attachment A, for “Draft Boiler Plate Contract Language”.

CCSU reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Draft Boiler Plate Contract Language, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

1.15 RFP TERMS AND CONDITIONS

All proposals submitted under this RFP shall remain in effect for a period of one hundred twenty (120) days following the closing date to allow time for evaluation, approval and award.

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

1.16 PAYMENT CARD INDUSTRY DATA SECURITY STANDARD

University requires that Contractor shall at all times maintain compliance with the most current Payment Card Industry Data Security Standards (PCI DSS). Contractor will be required to provide written confirmation of compliance. Contractor acknowledges responsibility for the security of cardholder data as defined within the PCI DSS. Contractor acknowledges and agrees that cardholder data may only be used for completing the contracted services as described in the full text of this document, or as required by the PCI
DSS, or as required by applicable law. Similarly, Contractor should be prepared to demonstrate the compliance of any third party it has sub-contracted as part of the service offering. As evidence of compliance, Contractor shall provide upon request a current attestation of compliance signed by a PCI QSA (Qualified Security Assessor)

1.17 CONFIDENTIAL INFORMATION AND PII

The Contractor acknowledges that it will have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term “Confidential Information” shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

1.18 NONDISCRIMINATION STATEMENT

Central Connecticut State University is an affirmative action equal opportunity institution. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law.
Section 2. Scope of Work

2.1 BACKGROUND
CCSU was founded in 1849 as the New Britain Normal School and is Connecticut’s oldest publicly supported institution of higher education. CCSU is a fully accredited four year university. CCSU enrolls nearly 7,000 full-time and more than 6,000 part-time students. Approximately 2,100 undergraduate students live in nine campus residence halls while the balance of the student population are commuters. There are approximately 850 full and part-time faculty and 524 other full-time personnel in clerical, maintenance, administrative and other support positions including student workers. The CCSU campus consists of 39 buildings on 165 acres. CCSU is located in a neighborhood on the northern edge of New Britain, 15 minutes from the state capital of Hartford and about two hours from New York City and Boston.

For more information on CCSU, visit http://www.ccsu.edu/

2.2 OBJECTIVES
CCSU is seeking a qualified firm to provide exclusive banking services for the University community. It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is the best solution for CCSU and would be most able to serve the criteria that are to be considered in the award of this contract.

IMPORTANT NOTE: This RFP is for banking services for the campus community and NOT for the banking needs of CCSU itself.

2.3 CURRENT PROFILE
The current contract between CCSU and Achieve Financial Credit Union (AFCU) shall expire on December 31, 2019.

AFCU currently owns and operates two ATMs on campus. One is on the north side of the Student Center building outside of the Barnes and Noble Bookstore location, facing Ella Grasso Boulevard. The second is in a kiosk in front of the Willard/Diloreto building. That kiosk was decommissioned in October 2016 as part of the Willard/Diloreto renovation project but was recently reactivated. ACFU also owns and operates a Personal Teller Machine (PTM) which is located in the Student Center behind the Bookstore.

Also, AFCU currently provides the on-site services of one bank officer in a small office located adjacent to the PTM in the Student Center. Current hours of operation are 9:30AM – 5:00PM M/T/W/F and 9:30AM – 7:00PM on Thursday. Note that this on-site service will NOT be required as of January 1, 2020.

2.4 HISTORICAL DATA ON VOLUME OF BUSINESS

2.4.1 ATM Transactions Volume
Below is a summary of the number of transactions at the two ATM locations.

Fiscal Year 2016- 2017

<table>
<thead>
<tr>
<th></th>
<th>AFCU Members</th>
<th>Non-ACFU Members</th>
<th>Total</th>
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<tbody>
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<td>July</td>
<td>442</td>
<td>224</td>
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<tr>
<td>August</td>
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<td>675</td>
<td>1414</td>
<td>2089</td>
</tr>
<tr>
<td>Month</td>
<td>AFCU Members</td>
<td>Non-ACFU Members</td>
<td>Total</td>
</tr>
<tr>
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<td>--------------</td>
<td>------------------</td>
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</tr>
<tr>
<td>October</td>
<td>816</td>
<td>1504</td>
<td>2320</td>
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<tr>
<td>November</td>
<td>763</td>
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<td>1949</td>
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<td>December</td>
<td>696</td>
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Fiscal Year 2017 - 2018

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<th>Non-ACFU Members</th>
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Fiscal Year 2018 – 2019 (through November 2018)

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<th>AFCU Members</th>
<th>Non-ACFU Members</th>
<th>Total</th>
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</thead>
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</tr>
<tr>
<td>June</td>
<td>682</td>
<td>285</td>
<td>967</td>
</tr>
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</table>
2.5 REQUIREMENTS OF RESPONDING INSTITUTIONS

The successful institution shall:

- Be authorized to do business in the State of Connecticut
- Comply with all federal and Connecticut state laws and regulations, statutes and policies
- Have adequate geographical proximity to CCSU
- Waive all ATM fees and standard banking service fees for the students of CCSU.
- Be a member of the Federal Reserve system
- Maintain deposit insurance with the Federal Deposit Insurance Corporation, (FDIC) and be able to securitize deposit balances in excess of the insurance limits of the FDIC.
- Maintain adequate liability insurance coverage in an amount agreeable to CCSU that will cover losses or reputation risk to CCSU associated with electronic banking transactions, fraud and theft by employees of the institution, identity theft and violations of privacy.

2.6 SCOPE OF DESIRED SERVICES

2.6.1 ATM Services

The ATM provider shall place two (2) ATMs on campus, replacing the two existing ATMs at the Student Center and outside Willard/DiLoreto

The awarded contractor shall operate the ATMs as an independent contractor and shall be the University’s exclusive provider of this service.

The ATM services must be provided in a manner which will complement and enhance campus academic and student life program at CCSU.

The ATM program shall adhere to the following arrangements:

a. The ATM units shall be at no cost to CCSU.
b. On-site service, support and repair of the ATMs are also to be at no cost to CCSU. 24 hour response time to repairs or service issues shall be expected.
c. The awarded Contractor shall be responsible for the cost to install and maintain all fixtures and equipment. The University will provide the phone lines with the Contractor responsible for the costs of phone line usage.
d. The awarded Contractor is responsible for arranging the regular delivery and pick up of cash through a bonded armored carrier.
e. The awarded Contractor is responsible for providing a monthly report with daily transactions and settlement amounts with appropriate commission payments.
f. Provide an aesthetically pleasing design for the ATM location.
g. Provide ATMs are capable of the following functions, with minimum requirements for both bank and non-bank customers as follows:
   1. Cash withdrawal from checking.
   2. Cash withdrawal from savings.
   3. Withdrawals available $20.00 increments
h. Provide ATMs for minimum requirements for bank customers which shall additionally include:
   1. Deposits to savings.
   2. Deposits to checking.
   3. Transfers between checking and savings.
i. User fees for subsections (g) and (h) should be competitively priced with those in the marketplace or if
 possible free.

j. The University desires to provide ATM users with access to as large a number of systems as possible. Contractors should clearly state their affiliations with such networks as part of their proposals.

k. All equipment and signage must comply with the Americans with Disabilities Act.

l. CCSU and the awarded Contractor shall mutually agree to installation of the required equipment including CCTV. The equipment shall be placed, installed, and maintained at the sole expense and risk of the Contractor. All installation and alterations to existing space shall have prior written approval of CCSU and shall be at the expense of the Contractor.

m. Upon termination or expiration of this contract, the Contractor shall vacate the premises and deliver the premises to the University in the same condition that existed at the time the Contractor entered the premises, reasonable use and wear excepted. The Contractor shall have the right upon termination of this Contract, to remove such furnishings, equipment, and machinery placed in, or upon, or affixed to the premises by the Contractor within thirty (30) days of termination. If another Contractor is selected to provide continued services for a new contract period, both contractors will work jointly to provide minimum interruption of services.

n. The ATM shall be available to all eligible users. The University must approve and will assist, when possible, the Contractor’s efforts in providing promotional materials.

o. When necessary, utilities will be brought to the equipment by the University. The Contractor shall be responsible for paying the costs of connections from the equipment to the provided utility source. CCSU must approve the routing, design, and installation of all ATM and related equipment.

p. Ownership of ATM equipment shall remain with the Contractor. CCSU shall provide reasonable measures against loss by pilferage or destruction. The awarded Contractor shall be responsible for any expenses required for the repair of the ATM equipment.

q. The Contractor shall display operating instructions, to include where to report malfunctions, phone numbers, and other required information in an appropriate manner with prior agreement with CCSU.

r. The Contractor shall be responsible for all keys (or door access cards) obtained from CCSU. The Contractor shall be responsible for any expenses required for the repair of the ATM equipment.

s. The Contractor shall institute, during the term of a subsequent contract, a program of preventative maintenance regular replacement of worn, damaged, or malfunctioning equipment. The awarded Contractor shall provide maintenance and repair service on a daily basis from 7:00AM – 7:00PM. Emergency service at other times should occur within six (6) hours of notification to minimize equipment downtime.

t. The University shall provide custodial services on a schedule normally performed for like space at the University. The Contractor shall clean and service the ATM and related equipment and shall maintain an adequate level of supplies required for operation of the services.

u. The Contractor shall provide picture identification to each of its representatives who will be performing any type of service on the Campus in connection with the operation of the ATM.

v. CCSU shall not be deemed to have any responsibility to customers for transactional errors resulting from malfunctions.

w. CCSU shall not be held liable for any type of interruption of service due to acts of nature, war, work stoppages, lock-outs, or other activities beyond its control.

x. The Contractor shall not represent itself as an agent of CCSU. The Contractor shall not subcontract its obligations under this agreement without receiving prior written consent and approval from CCSU.

y. All records pertaining to the operations of the ATMs shall be open for inspection and/or audit by CCSU at any reasonable time.

z. In consideration of providing ATM services, the Contractor shall pay the University a mutually agreed upon monthly fee. Additionally, the Contractor shall pay the University a commission based on the number of transactions per machine. The University will consider other proposals as part of the proposal submission. A transaction is defined as a single credit or debit of funds to a cardholder’s account. The Contractor shall provide the University with a monthly statement showing the number of transactions and commissions due per ATM machine(s), the dollar amount of the commission check, and a copy of the monthly ATM counts report. In no event shall the Contractor be required to verify transaction counts by any method that might result in the disclosure of information which is confidential, proprietary, or is in conflict with any applicable law or banking regulation.
CCSU shall be responsible for providing heat, light, and utilities as are reasonably required for the operation of the ATM machines. CCSU shall also be responsible for all repairs and maintenance for the building and the physical structure at the locations in which the ATM machines are located.

Awarded institution shall be responsible for supplying the necessary equipment for the operation of the ATMs upon commencement of this agreement.

2.7 COMMISSIONS, ACCOUNTING and PAYMENTS

a) The University’s fiscal reporting period is July 1st through June 30th. The awarded contractor’s reports regarding sales and commissions shall comply with this period.

b) The University shall receive all rents, ATM fees and commission payments by the 15th day of the following month for the prior month’s sales.

c) The awarded contractor shall maintain complete and accurate records for each transaction in accordance with accepted industry accounting practices, and shall keep in a safe place all such financial records and statements pertaining to the operations at the University for a period of three (3) years from the close of each year’s operation or until audited by the University, whichever occurs first. The University’s representative or selected auditors may annually, or more often if deemed necessary, examine all financial and operational phases of the contractor’s services. Periodic reviews, conducted jointly by representatives of the University and the contractor shall be made to ensure that commission and guarantee payments, pricing structure and other phases of the operation are conducted in the most efficient and financially sound basis.

d) All period statements and payments shall be sent to the Director for Business Services or his/her designee. Payments not received by the University on the 15th day following the last day of the period in which it was earned shall be paid by the Contractor plus a minimum interest penalty on the commissions due at the prevailing interest percentage and conditions the State of Connecticut uses for delinquent income tax.
Section 3. Proposal Requirements

3.1 RESPONSE REQUIREMENTS

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible.

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

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

The following information is to be provided in the Bidder’s response.

a) The name and address of your company headquarters.

b) Location of the office closest to CCSU.

c) Number of years your company has been in business.

d) Describe your company’s experience in providing ATM services in a campus environment. Use Appendix I to provide five (5) references from current clients, preferably of similar size and usage as CCSU (universities, hospitals, etc). Provide company name, contact name, and phone number.

e) Describe the ATM equipment you propose to place on campus including manufacturer’s name and model number (attach brochures as appropriate). Describe services available from and functions of the ATM machines and their compliance with ADA requirements.

f) Regarding ATM services, describe applicable user fees, if any. Break down fees for bank customers and non-customers if the user fees are not the same for both groups. Identify currency denomination capabilities. Clarify your willingness to waive all ATM fees for CCSU students. The proposal should also list and describe any other functions available with the equipment and all applicable user fees, if any.

g) Describe your preventive maintenance program for ATM equipment.

h) Describe your policy and procedure for repairing malfunctioning equipment.

i) As an addition to the two existing ATM locations the University may request in the future that additional ATMs be added on campus. Please indicate your suggestion for one or two additional ATM sites listing the reasons for same if in your opinion an additional site(s) would better serve the students, faculty, staff, and guests of the University. Note that any suggestions for additional ATM locations may or may not be pursued by CCSU and shall be subject to the approval of CCSU.

j) Lead time after contract award to install ATMs on the Campuses.

k) Describe the physical security devices that will be used to protect the ATMs on campus. Contractor shall specify protective measures to prevent the use of electronic devices from capturing the PIN numbers of users or in general breach the security of the ATM.

l) Describe your internal accounting program for the following:
1. Method of recording, checking, and reporting transactions.
2. Internal audit system for ATM services.
3. Regular accounting and inventory control forms used with detailed explanations of each and their significance.

m) Describe your network affiliations.

n) Describe any value-added services you as the awarded contractor would provide to the CCSU community, specifically CCSU students, at no additional charge. Value-added services could include conducting seminars or holding workshops on topics such as managing debt and finances, fraud protection, credit education, or providing a ‘hot line’ for CCSU students seeking individual assistance or guidance. Note that these are only suggestions. CCSU would be interested in hearing other ideas for finance/banking services that may be of value to the CCSU student population.

Describe your understanding of this requirement and your ability and willingness to provide such services.

o) Provide a detailed financial proposal including a breakout of the base fees and transactional commissions proposed.

p) Describe in detail your company’s plan to replace the Blue Chip cards in circulation with new cards with your institution’s logo and information (cobranding) or at a minimum overwrite the AFCU data on the mag stripe to convert the cards from AFCU ATM cards to your institution’s ATM cards. Include any support you will offer (i.e. card stock, marketing, personnel time, equipment loans)

q) Provide information about your current information security posture including but not limited to:
   1. Is your information security program handled in house or out sourced? If outsourced who is the provider?
   2. How do you safeguard client information at your firm?
   3. Do you store client information in the cloud? If so how do you protect it?
   4. Describe your strategy with regards to managing client information. Please specify any standards or frameworks that you follow (NIST 800-53, COBIT, 20 Critical Controls, etc.).
   5. Does you have a current and enforced information security management policy?
   6. List the type of documented information security policies that you have in place.
   7. Do you utilize an independent third party to conduct annual information security penetration tests of your IT systems?
   8. Have you experienced any information security breaches, ransomware, phishing, or malware incidents? If so how many, and what was done to remediate the incident and prevent it from happening again.

3.2 RESPONSE DOCUMENTATION REQUIREMENTS

- Proposal Certification (Appendix III)
- List of current clients similar in scope to CCSU (universities, hospitals, etc)
- List of clients similar in scope to CCSU lost over the past five years
- Certified Financial Statement
- Commission on Human Rights and Opportunities Contract Compliance Regulations (Notification to Bidders)
- Form 1 – “Gift and Campaign Contribution Certification”
- Form 5 – “Consulting Agreement Affidavits”
- Non-Discrimination Certification
- Identification if the proposer is a division or a subdivision of a larger corporation.
Section 4. Bid Evaluation Criteria

Evaluation – The award based on this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee. Award will be based on a points-earned matrix derived from a technical and financial evaluation. Award shall be made to the most responsive bidder offering the best value as determined by the University. All bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations (if requested), references and interviews (if conducted). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the resulting agreement.

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

Criteria

- Ability to assist the University in meeting its objective for providing banking and ATM operations as represented in Bidder’s demonstrated ability and past experience to perform the specified work
- Proposer’s understanding of CCSU needs, the project and its purpose and scope as evidenced by the proposed approach and the level of effort
- Current client list in the Northeast/New England region
- References
- Proposed Financial Agreement
- Customer fee schedule
- Demonstrated compliance with State of Connecticut contracting statutes and regulations, including history of contracts entered into with the State of Connecticut over the last five (5) years and history of violations of State of Connecticut statutes and regulations relating to Ethics during the past five (5) years
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO)
- Presentation to the screening committee (if requested)
- Site visits performed at the discretion of the committee

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

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

Presentations: The University reserves the right to request formal presentations from any or all respondents. Presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of services to be provided, and questions and answers. It is anticipated that each presentation will not exceed one (1) hour. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

Review of References: Each proposer is required to provide a list of references as requested above with which it is currently or has recently provided similar services. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.
The University will include in its evaluation: proposals, references and interviews (if conducted). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

Proposal Qualification Data: If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:

- Financial resources.
- Personnel resources.
- Executives and key person resumes.
- Ability to meet schedules.
- Ability to meet specifications

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

Proposals should include five organizations or institutions, of similar or the same size, where you have provided banking/ATM services similar to the services outlined herein.

Any experience with ANY Connecticut State agency MUST be included here.
Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

<table>
<thead>
<tr>
<th>References:</th>
<th>Client Name</th>
<th>Contact Name</th>
<th>Telephone No.</th>
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Appendix II. INSTRUCTIONS TO PROPOSERS

A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Davidson Hall room 22802, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. No telephone, telegraphic or facsimile proposals will be considered. Proposals should be in a sealed envelope marked:

Name of Proposer: 
Title of Proposal: Banking/ATM services 
RFP Number: 2020-04 
Proposal Due Date: 3:00 P.M., September 23, 2019

B. Proposals should include one (1) original (signed in ink) and five (5) clearly marked hard copies and one complete copy electronically on CD or USB flash drive

C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.

D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.

E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.

F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.

G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.

H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.

I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)

J. Any alleged oral agreement or arrangement made by a Bidder with any agency or employee will be superseded by the written agreement.

K. CCSU reserves the right to correct clerical errors in the RFP or vendor proposal.
L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder’s expense.

M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.
Director of Purchasing
Davidson Hall room 22802
New Britain CT 06050
Phone: (860) 832-2531
Fax: (860) 832-2523
Email: brodeur@ccsu.edu
Appendix III. PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

Request for Proposal number 2020-04, Banking and ATM services

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

_________________________________________  __________________________
(name of person or firm)  (phone no.)

_________________________________________  __________________________
(address)  (email address)

_________________________________________  __________________________
(address)  (federal I. D. no. or SSN)

_________________________________________  __________________________
(signature)  (date)

_________________________________________
(title)

For all State contracts as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11]

________ /________
Initial Date
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Appendix IV. REQUIRED FORMS
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS (rev 09/17/07)

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

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

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

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

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

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorts, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

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

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

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

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

- **American Indian or Alaskan Native**- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
# BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)

## PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification</th>
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<tbody>
<tr>
<td>Street Address</td>
<td>Number __________________________________</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Or ____________________________________</td>
</tr>
<tr>
<td>Chief Executive</td>
<td>Social Security Number____________________</td>
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<table>
<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Bidder Identification (response optional/definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Bidder is a small contractor. Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>(If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
</tr>
<tr>
<td></td>
<td>- Bidder is certified as above by State of CT Yes__ No__</td>
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<tr>
<td></td>
<td>- DAS Certification Number ____________________________</td>
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<tr>
<th>Bidder Parent Company (if any)</th>
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<table>
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<tr>
<th>Other Locations in Ct. (if any)</th>
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## PART II - Bidder Nondiscrimination Policies and Procedures

<table>
<thead>
<tr>
<th>Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</th>
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<tbody>
<tr>
<td>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</td>
</tr>
<tr>
<td>3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</td>
</tr>
<tr>
<td>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</td>
</tr>
<tr>
<td>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</td>
</tr>
<tr>
<td>6. Does your company have a collective bargaining agreement with workers? Yes__ No__</td>
</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__</td>
</tr>
<tr>
<td>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.? Yes__ No__</td>
</tr>
<tr>
<td>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__</td>
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<tr>
<td>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</td>
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<tr>
<td>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__</td>
</tr>
<tr>
<td>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__</td>
</tr>
<tr>
<td>12. Does your company have a written affirmative action Plan? Yes__ No__</td>
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<tr>
<td>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__</td>
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<tr>
<td>If yes, give name and phone number. ________________________________________________</td>
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</tbody>
</table>

## 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__

PLEASE COMPLETE REVERSE SIDE
**PART IV - Bidder Employment Information**

<table>
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<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
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<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
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</tbody>
</table>

**FORMAL ON THE JOB TRAINEES** (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

<table>
<thead>
<tr>
<th>Apprentices</th>
<th>Trainees</th>
</tr>
</thead>
</table>

* NOTE: Job categories can be changed or added to (ex. Sales can be added or replace a category not used in your company)

**PART V - Bidder Hiring and Recruitment Practices**

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

   Source | YES | NO | % of applicants provided by source
   -------|-----|----|-------------------------------|
   State Employment Service |      |    | Work Experience
   Private Employment Agencies |      |    | Ability to Speak or Write English
   Schools and Colleges |      |    | Written Tests
   Newspaper Advertisement |      |    | High School Diploma
   Walk Ins |      |    | College Degree
   Present Employees |      |    | Union Membership
   Labor Organizations |      |    | Personal Recommendation
   Minority/Community Organizations |      |    | Height or Weight
   Others (please identify) |      |    | Car Ownership
   Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

<table>
<thead>
<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date Signed)</th>
<th>(Telephone)</th>
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</table>

24
STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — Affidavit
By Entity
For Contracts Valued at $50,000 or More

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor 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 $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

AFFIDAVIT:
I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am __________________________ of ____________________________, an entity duly formed and existing under the laws of _______________________________.

_________________________  ________________
Signatory’s Title  Name of Entity

I certify that I am authorized to execute and deliver this affidavit 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

___________________________________________
Printed Name

Sworn and subscribed to before me on this _____ day of ____________, 20___.

___________________________________________
Commissioner of the Superior Court/Notary Public

Commission Expiration Date
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic certification to accompany a State contract with a value of $50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy’s Executive Order 49

INSTRUCTIONS:
Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE:  □ Initial Certification  □ 12 Month Anniversary Update (Multi-year contracts only.)

□ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

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

1) “Contract” means that contract between the State of Connecticut (and/or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, “Execution Date” means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3) “Contractor” means the person, firm or corporation named as the contractor below;
4) “Applicable Public Official or State Employee” means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) “Gift” has the same meaning given that term in C.G.S. § 4-250(1);
6) “Principals or Key Personnel” means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts 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.

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

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

### Lawful Campaign Contributions to Candidates for Statewide Public Office:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
</tr>
</thead>
<tbody>
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</table>

### Lawful Campaign Contributions to Candidates for the General Assembly:

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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</table>

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

______________________________
Printed Contractor Name

______________________________
Printed Name of Authorized Official

______________________________
Signature of Authorized Official

Subscribed and acknowledged before me this ________ day of ______________________, 20___.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [ Number of Affidavits Sworn and Subscribed On This Day: _____ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

<table>
<thead>
<tr>
<th>Consultant's Name and Title</th>
<th>Name of Firm (if applicable)</th>
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</table>

Start Date ____________________________ End Date ____________________________ Cost ____________________________

Description of Services Provided: ___________________________________________________________

Is the consultant a former State employee or former public official? ☐ YES ☐ NO

If YES: Name of Former State Agency ____________________________ Termination Date of Employment ____________________________

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

Printed Name of Bidder or Vendor ____________________________ Signature of Chief Official or Individual ____________________________ Date ____________________________

Printed Name (of above) ____________________________ Awarding State Agency ____________________________

Sworn and subscribed before me on this ______ day of ____________, 20__.

Commissioner of the Superior Court or Notary Public ____________________________

My Commission Expires ____________________________
THIS PAGE HAS BEEN LEFT BLANK INTENTIONALLY
Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

This notice is provided under the authority of Connecticut General Statutes §§9-612 (f) (2) and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes towns committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 knowingly solicit contributions from the state contractor’s or prospective state contractor’s employees or from a subcontractor or principals of the subcontractor 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.

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—Up to $2,000 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 up to $2,000 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 not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/sec. Click on the link to “Lobbyist/Contractor Limitations.”
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 persons' 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 any 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 persons' 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 percent 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 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 collective value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, materials, supplies, equipment or any item 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 license, 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 to be funded by federal, state or local public funds.

"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 submitals, 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 fundraising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, canvassing, ticket sales or other activities in connection with a state contract, (C) serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (D) serving as chairperson, treasurer or deputy treasurer of any such committee, or (E) engaging in any other activity on behalf of any such committee or committee member. Solicit does not include (i) making a contribution that is otherwise prohibited by Chapter 155 of the Connecticut General Statutes; (ii) completing a form, or making a contribution to a state committee; (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.

"Subcontractor" means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty-first of the year in which the subcontract terminates. "Subcontractor" does not include (i) any 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 charte, or (ii) 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 persons' capacity as a state or quasi-public agency employee.

"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five percent or more in, a subcontractor, 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 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 subcontractor.
STANDARD TERMS AND CONDITIONS

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

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

B. Submission of Proposals
1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
3. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
4. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
5. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initial alterations or corrections to the proposal must be signed. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal’s signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
6. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer’s primary response to the RFP.

Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.

By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer’s submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU’s solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer’s proposal.

Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments.

III. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL proposer

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

A. General Conditions

1. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
2. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
3. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
4. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
5. If any provision, term or condition of the contract is prohibited, invalid, or unenforceable then that provision, term or condition shall be ineffective to the extent of the prohibition, invalidity, or prohibition without invalidating the remaining provisions, terms and conditions unless it materially alters the nature or intent thereof.
6. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
7. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior written consent of CSU. The subcontracting or assignment of any of contractor’s obligations under the contract to a subcontractor shall require the prior written approval of CSU.
8. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.

Central Connecticut State University is an affirmative action equal opportunity institution. The University will not knowingly do business with any bidder, contractor, subcontractor or supplier of materials found to be in violation of any state or federal antidiscrimination law
Appendix V. RFP RESPONSE CHECK LIST

A COMPLETE BID RESPONSE WILL INCLUDE THE SUBMISSION OF ALL THE ATTACHMENTS LISTED BELOW. PARTIAL ANSWERS AND/OR MISSING ATTACHMENTS MAY DEEM YOUR RESPONSE AS NON-COMPLIANT. NON-COMPLIANT BIDS ARE DISQUALIFIED FROM CONSIDERATION.

[ ] Signed Proposal Certification (Appendix III)
[ ] All Response Requirements itemized in section 3.1
[ ] Financial Proposal
[ ] References (Appendix I)
[ ] CHRO Paperwork (Appendix IV), OPM Ethics Forms, and Nondiscrimination Certification