REQUEST FOR PROPOSAL NO. 2021-01
Analytical Support for the Connecticut Racial Profiling Prohibition Project

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to furnish analytical support for the Connecticut Racial Profiling Prohibition Project and other state’s that contract with the university for similar analytical support.

1.2 AUTHORITY

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

1.3 RFP ORGANIZATION  This RFP is organized into the following sections:

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

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

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

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

Appendix I  References Form
Appendix II  Instruction to Proposers
Appendix III  Proposal Certification
Appendix IV  Required Forms (CHRO Bidder Contract Compliance Monitoring Report, Nondiscrimination certification, Ethics Form 1 Gift and Campaign Contribution and Ethics Form 5 Consulting Agreement)
Appendix V  Standard CSU Bid Terms and Conditions
Appendix VI  RFP Response Check List
1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions or requests for clarification via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on June 16, 2020. Any answers, clarifications or corrections that change the scope of this RFP will be issued as an addendum. See section 1.7

1.5 SUBMISSION OF PROPOSALS

Contractors shall submit proposals to RFP3@ccsu.edu prior to 3:00 PM on June 25, 2020. That mailbox will remain ‘locked’ until that day and time. After 3:00 that day only authorized individuals from the CCSU Purchasing Department will have access to that mailbox and its contents.

The subject line of the emailed proposals shall be marked:
RFP 2021-01, Analytical Support for CT Racial Profiling Prohibition Project

1.6 DISQUALIFICATION OF PROPOSALS

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

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

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

1.7 ADDENDA TO THIS RFP

CCSU may need to issue one or more addenda related to this RFP. Such addenda shall be posted on the State of Connecticut Contracting Portal at http://das.ct.gov/cr1.aspx?page=12 and on the CCSU current solicitations page at http://www.CCSU.edu/purchasing/currentBids.html

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

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.

This process is intended to ensure that all vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the CCSU Purchasing Department.
1.8 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.

1.9 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.

1.10 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

The University treats each Proposal as confidential until after the Contract is executed. At that time they become subject to disclosure under the Freedom of Information Act (FOIA). If a respondent wishes to supply any information, which it believes is exempt from disclosure under the FOIA the 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.

1.11 CONTRACT

CCSU shall enter into a Contract with the awarded contractor or contractors for the services described herein. All provisions of this Request for Proposal and the successful proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). This Request for Proposal and the successful proposal will constitute the fundamental outline of the awarded contract.

1.12 TERM OF CONTRACT

The term of a contract resulting from this RFP will be for three (3) years from contract start date.

1.13 CONTRACT EXCLUSIVITY

Any contract resulting from this RFP will not be an exclusive contract. The University will reserve the right to procure similar or related services in any manner deemed by the University to be in its own best interest.

1.14 RFP TERMS AND CONDITIONS

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The anticipated agreement 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 contracts. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the resulting contract.
1.15 ADVERTISING

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

1.16 IMMUNITY FROM LIABILITY

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

1.17 PREVAILING LAW

The terms and provisions of this Request for Proposal, and any ensuing contract, shall be governed by and construed in accordance with the laws of the State of Connecticut without regard to its principles of conflicts of laws. The awarded Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

1.18 DATA SECURITY

a. The Contractor acknowledges that it may have access to Personal Identifiable Information ("PII"). PII means an individual's first name or first initial and last name in combination with any one, or more, of the following data: (1) Social Security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

b. Notwithstanding anything herein to the contrary, in the event of a "breach of security" as defined by Sec. 36a-701b of the Connecticut General Statutes involving any PII which the Contractor has received under the terms of this agreement, the Contractor shall indemnify and hold CCSU harmless for all costs related to such Breach, including, but not limited to, complying with all federal and state statutory and regulatory requirements regarding the Breach, investigating the Breach, mitigating any harm caused by such Breach, providing notification to affected individuals, establishing and operating a call center for affected individuals, and providing credit monitoring services to affected individuals, and if appropriate, fines and penalties, arising from such Breach, and all reasonable attorneys’ fees associated with such Breach.
Section 2. Scope of Work

2.1 BACKGROUND

Since 2011, as per Connecticut General Statutes Sections 54-1l and 54-1m, the IMRP has been working with the Connecticut Racial Profiling Prohibition Project Advisory Board and the Office of Policy and Management’s Criminal Justice Policy and Planning Division to develop and implement the method for collecting and analyzing traffic stop data in Connecticut. Since 2017, the IMRP has been working with the Rhode Island Department of Transportation to implement the method for analyzing traffic stop data as part of the Rhode Island Comprehensive Police-Community Relationship Act of 2015. Lastly, the IMRP has also provided consultation to the Oregon’s Criminal Justice Commission and California Department of Justice on best practices for collecting and analyzing traffic stop data. This Request for Proposals by the Institute for Municipal and Regional Policy (IMRP) at Central Connecticut State University is intended to support the subsequent research and analyses that have been conducted since 2014 to assist in the implementation of the Alvin W. Penn Racial Profiling Prohibition Act and support analytical work in other states.

First enacted in 1999, Connecticut's anti-racial profiling law entitled, the Alvin W. Penn Racial Profiling Prohibition Act (Public Act 99-198), prohibits any law enforcement agency from stopping, detaining, or searching any motorist when the stop is motivated solely by considerations of the race, color, ethnicity, age, gender or sexual orientation of that individual (Connecticut General Statutes Sections 54-1l and 54-1m). In 2012 and 2013, the Connecticut General Assembly made several changes to this law to create a system to address racial profiling concerns in Connecticut.

In 2012, the Racial Profiling Prohibition Project Advisory Board was established to advise OPM in adopting the law’s standardized methods and guidelines. The Institute for Municipal and Regional Policy (IMRP) at Central Connecticut State University was tasked to help oversee the design, evaluation, and management of the racial profiling study mandated by PA 12-74 and PA 13-75, “An Act Concerning Traffic Stop Information.” The IMRP worked with the advisory board and all appropriate parties to enhance the collection and analysis of traffic stop data in Connecticut.

Through September 30, 2013, police agencies collected traffic stop information based on requirements outlined in the original 1999 Alvin W. Penn law. Beginning October 1, 2013, police agencies had to submit traffic stop data for analysis under the new methods outlined by the Office of Policy and Management (OPM), as required by the amended racial profiling prohibition law. The law also authorized the OPM secretary to order appropriate penalties (i.e., the withholding of state funds) when municipal police departments, the Department of Emergency Services and Public Protection (DESPP), and other police departments fail to comply.

The National Highway Traffic and Safety Administration (NHTSA) provided resources for this project through a grant administered by the Connecticut Department of Transportation. The Racial Profiling Prohibition Project Advisory Board and the project staff have been meeting since May 2012 in an effort to outline a plan to successfully implement the requirements of the 2012 and
2013 legislation. The focus of the project’s early phase was to better understand traffic stop data collection in other states. After an extensive review of best practices, working groups were formed and met monthly to discuss the different aspects of the project. These working groups included Data and System, Public Awareness, and Training work groups. The full advisory board held more than 20 meetings and the working groups met approximately 50 times.

The advisory board and IMRP also worked with law enforcement officials to create a data collection system that is efficient, not burdensome to the police collecting it, and provides information that is easy to work with when it is submitted. Police agencies in Connecticut vary in their levels of sophistication and technological capacity with respect to how they collect and report data. The project staff worked with the state’s Criminal Justice Information System (CJIS) to develop a system to collect consistent and universal traffic stop information and submit it to CJIS electronically on a monthly basis.

The IMRP developed and maintains a project website (www.ctrp3.org) that informs the public of the advisory board’s activities, statewide informational forums, and related news items on racial profiling. The website includes meeting agendas and minutes, press releases, and links to register for events. The website is updated weekly. In addition to the project website, the IMRP partnered with the Connecticut Data Collaborative to publish all traffic stop data on a quarterly basis. The public can download the information in its original form or view summary tables for easy use. A full set of analytical tools will be available for more advanced users who are interested in data analysis.

2.2 OBJECTIVES

CCSU IMRP is seeking bids from experienced and qualified individuals, organizations, and partnerships to demonstrate their ability to provide analysis of racial disparities in traffic stop information in Connecticut and other states as they may arise. Connecticut receives 26 pieces of information from approximately 510,000 traffic stop annually. Currently the information is reported by 94 municipal police departments, 13 special police departments and 11 state police troops. Traffic information collected by other states that may be considered for analysis would be similar to Connecticut. However, the number of traffic stops and number of departments would vary based on the size of the state.

2.3 SCOPE OF WORK

The following is an outline of the work to be performed:

2.3.1 Develop and conduct an internal benchmark of traffic stop data using inverse propensity score weighting modeled after applications used by McCaffrey et al. (2004), Ridgeway (2006) and Ridgeway and MacDonald (2009). These applications have focused on using inverse propensity score weighting to construct an internal benchmark for individual officers. In a similar fashion, we would like to apply this methodology for the purposes of constructing synthetic control for each individual department using stops made by other departments that are similar in terms of pre-treatment (pre-stop) observables. Specifically, we would require researchers to generate propensity scores using pre-stop
observable characteristics and weight observations in other departments using this measure of overall similarity. An explanation of the methodology and the results will need to be available to publish in the annual traffic stop data analysis.

2.3.2 Conduct the “Veil of Darkness” test developed by Grogger and Ridgeway (2006) on annual traffic stop data. The methodology is a unique and statistically sound way for testing racial and ethnic disparities in traffic stops. The central assumption of their methodology, known as the Veil of Darkness, is that police officers are more easily able to discern the race and ethnicity of a motorist in daylight relative to darkness. If officers within a department are inclined to racially profile minority motorists than, under the supposition that minority motorists are marginally more difficult to identify in darkness, the odds that a minority motorist is stopped during daylight will be greater than in darkness. In particular, the Veil of Darkness constructs a quasi-natural experiment and utilizes solar variation caused by discrete Daylight Savings Time shifts as well as seasonal changes in visibility. The Veil of Darkness method should be applied to Connecticut’s policing data as a method of ascertaining whether there exist racial or ethnic disparities in the rate of traffic stops. The analyses should be carried out using the traffic stop data for the municipal departments individually and in aggregates as well as individual and aggregate State Police troops. Individual municipal departments and state police troops identified in this analysis should then be put through a series of robustness checks to ensure the accuracy of the initial findings.

2.3.3 Conduct the “KPT Hit-Rate Test” developed by Knowles, Persico, and Todd (2001) on annual traffic stop data. This test presents a behavior-based model for testing and identifying racial bias in police searches. The model incorporates rational motorist behavior, with respect to driving with contraband, and optimal officer response. The testable implication derived from this model is that the equilibrium search strategy, in the absence of group bias, will result in an equalization of the rate of contraband that is found relative to the total number of searches (i.e. the hit rate) across motorist groups. Knowles et al. (2001) outline a testable hypothesis and use a nonparametric test, to evaluate their hypothesis. The KPT Hit-Rate analysis should be applied to Connecticut’s policing data as a method of ascertaining whether there exist racial or ethnic disparities in post-stop behavior. These analyses should be carried out using the traffic stop data for the municipal departments individually and in aggregates as well as individual and aggregate State Police troops. Individual municipal departments and state police troops identified in this first portion of the analysis should then be put through a series of robustness checks to ensure the accuracy of the initial findings.

2.3.4 Conduct a test for the distributional equality in stop dispositions (i.e. stop outcome analysis.) Specifically, test whether traffic stops made of minority motorists result in different outcomes relative to their white non-Hispanic peers. The stop disposition analysis should be applied to Connecticut’s policing data as a method of ascertaining whether there exist racial or ethnic disparities in post-stop behavior. These analyses should be carried out using the traffic stop data for the municipal departments individually and in aggregates as well as individual and aggregate State Police troops. Individual municipal departments and state police troops identified in this first portion of
the analysis should then be put through a series of robustness checks to ensure the accuracy of the initial findings.

2.3.5 Conduct a false discovery rate test. Testing across multiple hypothesis (i.e. many departments) increases the risk type 1 errors in null hypothesizes, i.e. a false positive. Many procedures exist to correct standard errors when testing across multiple hypothesis. A simple and conservative procedure like the Bonferroni correction could be used to inflate the standard errors on individual hypothesis tests. However, modern techniques like bootstrap resampling or false discovery rate correction provide a more flexible approach that is well grounded in modern statistical theory.

2.3.6 Conduct an officer level analysis on those departments identified by the annual analysis. Departments are identified using the findings of the research outlined in the scope of work above, as well as, by a series of descriptive benchmarks conducted by IMRP research staff. Together the research team will identify the number of departments that require further analysis. The officer level analysis would use internal benchmarking of policing data using inverse propensity score weighting modeled after applications used by McCaffrey et al. (2004), Ridgeway (2006) and Ridgeway and MacDonald (2009). Using inverse propensity score weighting, an internal benchmark is created for each individual officer that is composed of other stops from that officer’s department which are similar in terms of pre-treatment (pre-stop) observables. The internal benchmark is used to evaluate whether each individual officer has stopped a disproportionate number of minority motorists relative to their individual benchmark. This methodology follows a rich and extensive literature spanning the fields of statistics, economics, and public policy. The key insight is that, conditional on the propensity score, assignment to treatment will be independent of the outcome variable to the extent that unobserved factors are correlated with the covariates used to calculate the propensity score. This methodology allows for a causal interpretation of the difference between outcomes associated with treatment and control. As a final robustness check on the findings, researchers should construct balancing tables and check whether each of the identified officers has a control group that accurately captures the pre-stop observable characteristics used to construct the propensity score. An explanation of the methodology and the results will need to be available to publish in the annual traffic stop data analysis.

It is the intent of CCSU to select a qualified and capable Contractor(s) that understands the University objectives, the scope of work as described herein, and can perform such work to the satisfaction of all interested parties.

CCSU reserves the right to issue a single award or multiple awards from this RFP, whichever is in the best interest of CCSU. The contracted services will not be restricted to any particular town, city, or region in CT. This RFP does not specify an exact amount of funding available. Rather, the Applicant shall provide a reasonable budget for expenses needed to provide high quality services accomplishing the RFP’s objectives. The proposed budget shall reflect the two phases of the five-year project.
Note: This project is being funded by grants from the federal government and from the State of Connecticut. It is our intention to fully fund this project for the three years as stated herein, but interested parties should be aware that CCSU shall reserve the right to negotiate the project scope at any time during the contract term if funding from the federal government or the State is terminated during the term of the contract. If both sources of funding are terminated, CCSU reserves the right to cancel the contract if no other funding can be secured.

2.4 DELIVERABLES

- Annual Report: By June 1st of each year, the contractor shall complete a draft of the results from the analysis (Connecticut data) outlined in the Scope of Work sections 2.3.1, 2.3.2, 2.3.3, 2.3.4, and 2.3.5 to be published in the annual Traffic Stop Analysis report for the Governor and Connecticut General Assembly.
- Follow-Up Report: By September 1st of each year, the contractor shall complete a draft of the results from the analysis (Connecticut data) outlined in the Scope of Work section 2.3.6 to be published in the annual Traffic Stop Analysis Follow-Up report for the Governor and Connecticut General Assembly.
- Attend Meetings and Events: If requested, attend Connecticut Racial Profiling Prohibition advisory board meetings, meeting with police departments and other project related meetings as requested by the IMRP.
- Additional data analysis for states other than Connecticut, should be completed using the same report format as Connecticut and be completed within 4 months of data being sent to the contractor.

2.4 MISCILEANIA

Contractors shall provide the University with copies of any final reports, publications, computer programs, databases or other products resulting from or pertaining to this RFP. Contractors will grant permission to the University, with appropriate recognition of authorship and/or citation, to use all materials created for scholarly, educational and public policy purposes, and use by researchers and practitioners. Contractors will further grant permission to the University to copyright, publish, duplicate, use, or disseminate the materials.

Contractors may publish, otherwise publicly disclose or submit for publication an article, manuscript, abstract, report, poster, presentation or other material that includes the Results of the Study, as would be reasonably required for purposes of publication in a peer-reviewed professional journal, except such disclosures or submissions shall not contain any Personally Identifiable Information or de-identified data which together with other data is likely to lead to the identity of an individual and shall be in full compliance with all applicable state and federal laws and regulations. Contractors will retain the right to publish and present the materials with appropriate recognition of the University and its IMRP CT Racial Profiling Prohibition Initiative.
Section 3. Proposal Requirements

Each proposal must include a table of contents with page numbers for each of the required components of the proposal. All proposals must include a point-by-point response to the proposal requirements below. Each response must be cross-referenced to the corresponding numbered item in the proposal requirements 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 sections shall be included as part of the program narrative; each section must be identified by the number and heading below.

The proposal submitted must include the following:

1. Acceptance of Terms: Provide a statement confirming acceptance of all terms and conditions contained in this RFP and a brief discussion of the respondent’s ability to perform this contract in accordance with the Scope of Work. Any exceptions to the stated terms and conditions must be explained in the transmittal letter. Only those terms and conditions identified as exceptions in the letter of transmittal may be considered for negotiations.

2. Project Understanding: Provide a written summary in sufficient detail to demonstrate an understanding of the project and its purpose and scope.

3. Experience: Provide a detailed written summary of your history, experience, and capability in providing similar services required under this contract, including (1) ability to work with organizations and agencies; (2) strong verbal and written communication skills; (3) Extensive knowledge of the methodologies outlined in the scope of work; (4) extensive knowledge of Connecticut’s traffic stop data collection program and the Alvin W. Penn law; (5) the ability to understand and analyze statistical data; (6) experience in providing deliverables set forth in this RFP.

4. Staff Plan and Qualifications: Identify all key personnel designated to work on this project, their background and experience and their areas and levels of responsibility. Include resumes of all key personnel. A Ph.D. in Economics, Statistics, Sociology or other related field is preferred.

5. Methodology: Respondents approach and methodology in performing all tasks outlined in the scope of work.
6. Work Plan: A detailed work plan that clearly supports the methodology and approaches that would be used in accomplishing each task outlined in the Scope of Work. Include the time frame for completion of each task.

7. Price Proposal: Applicants shall provide a budget that (1) is complete and cost-effective in relation to the proposed activities; (2) shows the cost calculations demonstrating how they arrived at the total amount requested; and (3) provides a brief supporting narrative to link costs with scope of work.
   a. Applicants should provide a budget for each item listed in the scope of work for an analysis of 12 months Connecticut of traffic stop data. The analysis should include aggregate results for all traffic stops in Connecticut and separately for each municipal police department (94), special police departments (13), and state police (11 troops).
   b. Applicants should provide a budget for each item listed in the scope of work for an analysis of 36 months Connecticut of traffic stop data. The analysis should include aggregate results for all traffic stops in Connecticut and separately for each municipal police department (94), special police departments (13), and state police (11 troops).
   c. Applicant should provide a fixed hourly rate for additional analysis that may be required for data from states other than Connecticut.

8. References: Refer to Appendix I

9. Other: Any information not covered in the RFP that you wish to disclose which further describes your organization’s level of qualification for this project.

Section 4. Bid Evaluation Criteria

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

All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the final agreement. The University will be the sole judge of the suitability of the proposed 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 vendor’s response to the following criteria:

**Criteria**

1. **Qualifications and Experience**
   - Acceptance of terms and conditions contained in this RFP
   - Demonstrated understanding of the Scope of Work described herein
   - Capabilities and Competencies specific to this RFP
   - References provided in Appendix I

2. **Proposal**
   - Proposer’s ability to establish the IMRP’s confidence that their services will meet University expectations and the requirements described herein.
   - Quality, clarity and completeness of proposal, including:
     - The proposed specific methodology to be used to evaluate traffic stop information as outlined in the Scope of Work.
     - The proposed staff plan, including qualifications of key personnel
     - The proposed work plan, including time frame.

3. **Costs**
   - Quality, clarity and completeness of budget and budget narrative, including effective resources to complete an analysis on an annual basis.

**Information Required:** Proposals should explain clearly and completely the proposer’s qualifications and experience as they pertain specifically to the services outlined in this RFP.

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

**Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. 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 has performed services similar to the one in this RFP. Please include name, title, and telephone number of a contact person at each institution. The University reserves the right, but is not obligated to, contact any organization or institution and review the system installed and implemented by any proposer as a reference.
The University will include in its evaluation: proposals, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of specific terms and conditions on any resulting award or contract. The University will be the sole judge of the suitability of the proposed Agreement.

Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.
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Appendix I. REFERENCES
CCSU RFP 2021-01

Proposals should include five institutions, of similar or the same size, where your organization has provided services similar to those you’re proposing for CCSU.

**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.**

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Appendix II. INSTRUCTIONS TO PROPOSERS

A. Proposals shall be submitted to RFP3@ccsu.edu prior to 3:00 PM on June 25, 2020. That mailbox will remain 'locked' until that day and time. After 3:00 that day only authorized individuals from the CCSU Purchasing Department will have access to that mailbox and its contents.

The subject line of the emailed proposals shall be marked: RFP 2021-01, Analytical Support for CT Racial Profiling Prohibition Project

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

C. 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.

D. 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.

E. 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.

F. 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.

G. 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.

H. 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)

I. Any alleged oral agreement or arrangement made by a vendor 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   brodeur@ccsu.edu
Appendix III. PROPOSAL CERTIFICATION
CCSU RFP 2021-01

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.

- we have read and understood the RFP and have submitted our proposal in accordance with the terms and conditions of the proposal specifications and agree to fulfill our legal obligations pursuant to the attached contractual provisions.

__________________________________________
(name or firm name)  ____________________________
(phone no.)

__________________________________________
(address)  ____________________________
(fax no.)

__________________________________________
(address)  ____________________________
(federal I. D. no. or SSN)

__________________________________________
(signature)  ____________________________
(date)

__________________________________________
(signature)  ____________________________
(email address)

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 Paperwork
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(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 one year period immediately prior to its application for certification under this section, held 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 FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives involving 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 sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molds, 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, Central or South American, or other Spanish culture or origin regardless of race.

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

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

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number __________________</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Or Social Security Number______________________</td>
</tr>
<tr>
<td></td>
<td>Bidder Identification (response optional/definitions on page 1)</td>
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<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>
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<tr>
<td></td>
<td>(If yes, check ownership category)</td>
</tr>
<tr>
<td></td>
<td>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>
</tr>
<tr>
<td>Bidder Parent Company (If any)</td>
<td>Other Locations in Ct. (If any)</td>
</tr>
</tbody>
</table>

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__

6. Does your company have a collective bargaining agreement with workers? Yes__ No__

   6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__

   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__

7. Do all of your company contracts and purchase orders contain nondiscrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__

9. Does your company have a mandatory retirement age for all employees? Yes__ No__

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__

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__

12. Does your company have a written affirmative action Plan? Yes__ No__

   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__

   If yes, give name and phone number.

**Part III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

**PLEASE COMPLETE REVERSE SIDE**
<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
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<td>Male</td>
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<td>Management</td>
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<td>Business &amp; Financial Ops</td>
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<td>Marketing &amp; Sales</td>
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<td>Legal Occupations</td>
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<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg. Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<td>Installation, Maintenance &amp; Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>Production Occupations</td>
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<tr>
<td>TOTALS ABOVE</td>
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<td>Total One Year Ago</td>
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**FORMAL ON THE JOB TRAINEES**

(RES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

- Apprentices
- Trainees

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

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

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

2. Check (X) any of the below listed qualifications that you use as a hiring qualification

3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
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<tr>
<td>Schools and Colleges</td>
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<td>Written Tests</td>
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<tr>
<td>Newspaper Advertisement</td>
<td></td>
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<td>High School Diploma</td>
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<tr>
<td>Walk In</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
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<td>Union Membership</td>
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<tr>
<td>Labor Organizations</td>
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<td></td>
<td>Personal Recommendation</td>
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<tr>
<td>Minority/Community Organizations</td>
<td></td>
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<td>Height or Weight</td>
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<tr>
<td>Others (please identify)</td>
<td></td>
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<td>Car Ownership</td>
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<td></td>
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<td></td>
<td>Arrest Record</td>
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</tbody>
</table>

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>
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<tr>
<th>(Signature)</th>
<th>(Title)</th>
<th>(Date Signed)</th>
<th>(Telephone)</th>
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</thead>
</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 ____________________________, Name of State or Commonwealth.

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
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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>
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<tr>
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**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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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>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
</tr>
</tbody>
</table>

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
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HAS BEEN LEFT BLANK
INTENTIONALLY
STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628

SEEC FORM 11
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS
OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

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

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

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

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

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

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

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

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

4. All responses to the RFP shall be and remain the sole property of CSU.

5. Each proposer shall bear all costs associated with proposer’s response to an RFP, including but not limited to, the costs of any presentation and/or demonstration required by CSU. In addition, answers or clarifications sought by CSU arising out of or in connection with the proposal shall be furnished by the proposer at the proposer’s expense.

6. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.

7. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.

2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened.

3. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.

4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.

5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.

6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.

7. Alterations or corrections to the proposal must be initiated by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal’s signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.

8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.

9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer’s primary response to the RFP.

10. CSU does not sponsor any one manufacturer’s products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified.
in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.

11. Each proposer’s prices must be firm for a period up to 60 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.

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

13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.

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

15. It is the proposer’s responsibility to check the website of the State of Connecticut Department of Administrative Services (www.das.state.ct.us/Purchase/Portal/Portal_Home.asp) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.

16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.

17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

Central Connecticut State University is an equal opportunity employer. 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 VI. 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)

[ ] Form of Proposal (complete response to requirements in Section 3, including complete fee schedule)

[ ] References Form (Appendix I)
[ ] CHRO Paperwork, Nondiscrimination Certification, and OPM Ethics forms 1 and 5