REQUEST FOR PROPOSAL NO. 2021-06
Printing Services for Informational Publications and Related Services

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 contractors to provide printing services on an as-needed basis.

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
Attachment A Contract Draft
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 October 7, 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 October 15, 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 2021-06, Printing Services

SPECIAL NOTE: Please send requested samples as hard copies to the following address –
ATTN RFP 2021-06 samples
CCSU Purchasing Department
Davidson Hall room 228
1615 Stanley Street
New Britain CT 06050

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 AWARD and CONTRACT

CCSU intends to award this RFP to multiple vendors. The number of vendors selected shall be determined by the number and quality of the proposals and whatever is in the best interests of CCSU in the pursuit of fulfilling the needs of all the services described herein.

CCSU shall enter into a contract with the awarded 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, with provisions to renew the contract for one (1) additional 2-year term.

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 CONTRACT EXTENSION

The contract resulting from this bid activity may be made available to the constituent units of the state system of public higher education, subject to the approval of the Contractor.

Any subsequent contract arising from this RFQ may also be extended to participating members of the Connecticut Colleges Purchasing Group (CCPG), upon approval of the Attorney General’s office. The use of this award is voluntary and contingent upon acceptance by the Contractor.
Section 2. Scope of Work

2.1 OBJECTIVES

CCSU recognizes that printing companies have different capabilities and ‘specialties’ and that the historic needs of CCSU departments for printing services is incredibly varied. It is the intent of this RFP to make awards to several qualified printing companies in order to provide CCSU departments with the flexibility needed to address all of CCSU’s printing needs. Materials to be printed under the resulting contract shall include, but not be limited to, the following items: booklets, brochures, announcements, calendars, posters, catalogs, folders, newsletters and pamphlets.

2.2 SCOPE OF WORK

CCSU reserves the right to request competitive quotes from multiple contracted printers when it will be in the best interest of CCSU. CCSU also reserves the right to request meetings with a contractor’s representative, request samples, and/or request press checks for any print job.

Note that awarded contractors are not guaranteed any printing job(s) under this contract.

Contractor Responsibilities –

I. Requests by CCSU for press checks for a particular print job must be allowed and accommodated. Any printer that does not allow press checks will be disqualified for that print job.

II. Contractors shall be available to meet with CCSU personnel as needed, and as requested. Contractors shall provide quotes and assist agency personnel whenever possible.

III. Contractors shall supply samples of similar printing jobs to CCSU personnel when requested.

2.3 SPECIFIC REQUIREMENTS

For the sake of this RFP, printing capabilities shall include, but not be limited to, the following

- One, two, three or four color produced from either camera-ready mechanicals or disk. Note that when 4-color process printing is required, printer must have on-site capability to print 4-colors in one pass through press.
- On-site capability to convert disks and will be responsible for capturing all keystrokes, fonts and formatting commands.
- Screening, halftones, reverses and traps may be required and may be provided camera-ready by CCSU or generated by the vendor.
- Collating, folding, saddle stitching or perfect binding may be required.
- Pre-press work such as color retouching after color proofs are pulled may be required.
- Ink specifications may be for up to six colors. This would include 4-color process and may include coating and or 1 Pantone color. Examples include recruitment publications, course catalogs, complex program booklets and or magazine publications. Using any outside vendors to produce jobs which may require foil stamping, embossing, die-cutting or related finishing work must be discussed with and pre-approved by CCSU.
2.4 GENERAL REQUIREMENTS

1. ADDITIONAL PAGES/AUTHOR’S ALTERATIONS/ADDITIONAL CHARGES:
No contractor shall order any additional pages for a publication or effect any author’s alterations to galleys or page proof or add any additional charges which will increase the cost of a publication by 10% without prior written approval from CCSU. In the event a Contractor proceeds to perform any type of work without written permission from CCSU, the contractor will be liable for all additional costs incurred in excess of the amount specified in the contract award. CCSU will not be responsible for any additional charges not approved in writing prior to the contractor performing any work.

2. COMPOSITION/SPECIFICATIONS:
All work is according to bid specifications. If CCSU provides samples or mock-ups they may be for format purposes only. The contractor must get final copy from CCSU.

3. FINISHED PRODUCT:
Finished product must be high quality and suitable to use for its intended purpose.

4. PROOFS:
For smaller jobs printer may send a digital .pdf files for digital sign off.
For all other jobs (i.e. viewbooks and magazines and any other jobs as requested by CCSU) printer shall provide two sets of proofs:
- a color match proof (just the images printed on the specified paper stock) – may require mark ups for color adjustments for brightening, darkening, retouch marks, etc.
- a working proof (printed from the contractor’s ink jet printer and put together as the piece will look when bound to proof for copy, wraps, basic layout etc.)
  - If changes are extensive CCSU will correct the files accordingly and re upload the pages where change occurred for the printer to put in place. Printer will send a digital .pdf file back to CCSU for approval of JUST those pages.
  - If changes are small (i.e. change a letter to capital, add a period or comma) the printer will be notified to make those corrections and send a digital file of those corrections to CCSU for approval. Once approved by CCSU printer shall email the updated working files to CCSU.

5. FILE DELIVERY METHOD:
CCSU will create working files in Adobe Creative Cloud and will submit files electronically via upload to printer’s web or FTP site or email using compression software. For large files CCSU will use DropBox or a link to a CCSU One Drive file.

6. SUBSTITUTIONS:
Substitutions on any specifications will not be accepted by CCSU, unless authorized in writing through a letter/memo or revised purchase order.

7. PACKAGING/DELIVERY:
Delivery must be made as ordered and in accordance with the contract award. The weight of delivered cartons is not to exceed 40 lbs, unless stated otherwise. No loose packing in cartons. Each carton and package must be labeled on each end, showing description and quantity. Successful contractor will be required to furnish CCSU with personal services for pick-up, proof handling and delivery of items to be furnished under this contract with no additional charges to the state.

8. LATE DELIVERY:
CCSU shall have the right to recover the amount of 5% of the invoice price, with a minimum of $20, or CCSU may specify an amount/percentage in their detailed specifications, for each business day elapsing between the time guaranteed for delivery and the actual date of delivery. If the delivery date is different than the one listed within the job specifications or purchase order, CCSU and contractor may come to an agreement in changing the delivery date. If this is the case, CCSU and contractor should both agree to the change in writing.
10. QUANTITY REQUIREMENTS:
Underage is unacceptable in every case, unless otherwise stated by CCSU.

CCSU shall indicate preference for a 10% overrun in excess of quantities called for or "No Overruns – Exact Amounts". CCSU will state this within their specifications and/or on their purchase order for each print job. If CCSU does not state a preference, overruns shall be limited to 5%. If the overage is more than stated in the purchase order or the contract award, the contractor will be responsible for the difference.

11. QUALITY REQUIREMENTS:
Specific criteria may be given for each job by CCSU but the following qualities are of particular importance:

  - Content Integrity: Proper content integrity must be maintained at all times. It is unacceptable for any job to contain any content integrity errors, which include, but are not limited to, missing text or graphics, or incorrect information (e.g., material from another job). Such errors would, at a minimum, require critical rush job replacement.

  - Production Quality: All print material must meet strict quality standards, which include, but are not limited to, ink density, screen percentage, register, and color matching. Final products are expected to match "signed" proofs, including all changes made at final approval.

12. QUALITY CONTROL:
Press checks, including occasional sample “pulls” from ongoing jobs, by authorized representatives of CCSU may occur; CCSU will not incur any additional charge for this service.

13. QUALITY ASSURANCE GUARANTEES:
The contractor must guarantee its products to be free from defects in materials and workmanship. The contractor is to agree to repair and/or immediately replace without charge to CCSU any product that proves to be defective or fails within the contract term as specified.

14. REQUIRED USE OF PRINTING AND WRITING PAPER WITH MINIMUM POSTCONSUMER MATERIAL CONTENT OF 30% BY CT STATE AGENCIES:
In accordance with C.G.S. § 4a-67f, Executive Branch Connecticut State Agencies are required to use printing and writing paper with a minimum post-consumer materials content of 30%. Therefore, the Contractor must agree to supply CCSU with printing and writing paper with a minimum post-consumer materials content of 30%.
Section 3. Proposal Requirements

3.1 Response 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 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 supply all 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 specifications are to be addressed in the Vendor’s response. They are presented as a minimum expectation for any vendor’s proposal to be considered. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

3.2 Specific Response Requirements

Provide responses on separate sheets of paper following the number sequence below.

a. Include the full name and address of your organization
b. Confirm your understanding of and willingness to abide by the Contractor Responsibilities as outlined in Section 2.2 ss I – V
c. Confirm your understanding of and willingness to abide by the General Requirements as outlined in Section 2.4 ss 1 -14
d. Indicate which capabilities as described in Section 2.3 you wish to be considered for. Include a description of your firm’s related qualifications (including pertinent equipment owned by your company), and clearly marked samples of work to be considered.
e. If your company ‘specializes’ in any specific categories of print (i.e. addressing/labeling/mailing, brochures, newsletters) please explain and provide clearly marked samples of each.
f. Does your company accept credit cards as a method of payment?
g. Is your company an in-house printer (manufacturer)?
h. If you are currently certified as a CT SBE, WBE or MBE please include a copy of your current certificate as issued by the CT Supplier Diversity Program
i. Provide a price list of basic or standard print jobs, if available.
j. Provide information on value-added services which may be of interest or value to CCSU.
k. Attached are samples of specifications for four (4) typical print jobs CCSU –
   • Viewbook
   • CCSUConnected Magazine
   • Annual Appeal – Emeriti
   • RMD Appeal

Price out each on a separate piece of paper. Provide a complete breakdown of costs so CCSU can better understand your pricing methodology. If you do not have the capabilities for any, reply by indicating “NA”
Section 4. Bid Evaluation Criteria

Evaluation - The award of this RFP will 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. The award shall be made to the most responsive bidder offering the best value as determined by the University. 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, references and interviews. All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below.

Criteria

1. Qualifications and Experience
   • Prior Experience and Qualifications specific to this RFP
   • References

2. Proposal
   • Quality, clarity and completeness of proposal and samples
   • Expressed understanding of the requirements of this RFP
   • Vendor’s ability to establish the University’s confidence that their services will meet university expectations and the requirements described herein

3. Cost Structure and Methodology

Information Required - Services requested under section III of this RFP must be addressed for any proposal to be considered responsive. Proposals should explain clearly and completely the proposers’ 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 Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

Interviews - CCSU reserves the right to request that any or all potential vendors interview with the committee in order to explain their services, expand on their reply, answer questions, or discuss any related subject areas determined to be important to the committee.

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.
Appendix I. REFERENCES
CCSU RFP 2021-06

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 October 15, 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 2021-06, Printing Services

SPECIAL NOTE: Please send requested samples as hard copies to the following address –
ATTN RFP 2021-06 samples
CCSU Purchasing Department
Davidson Hall room 228
1615 Stanley Street
New Britain CT 06050

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 2021-06

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)

___________________________________   ______________________
(title)                                 (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]

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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 a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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

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

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 sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and cas ters 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.
## PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number</th>
<th>Or Social Security Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Bidder Identification (response optional/definitions on page 1)</td>
<td></td>
</tr>
<tr>
<td>City &amp; State</td>
<td>- Bidder is a small contractor. Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>Chief Executive</td>
<td>- Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category)</td>
<td></td>
</tr>
<tr>
<td>Major Business Activity (brief description)</td>
<td>Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___</td>
<td></td>
</tr>
<tr>
<td>Bidder Parent Company (If any)</td>
<td>- Bidder is certified as above by State of CT Yes__ No__</td>
<td></td>
</tr>
<tr>
<td>Other Locations in Ct. (If any)</td>
<td>- DAS Certification Number ____________________________</td>
<td></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 non-discrimination 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__ NA__
12. Does your company have a written affirmative action Plan? Yes__ No__
13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__

**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

Date:

<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>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
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<tr>
<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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<tr>
<td>Legal Occupations</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<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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<tr>
<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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<tr>
<td>Total One Year Ago</td>
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</tbody>
</table>

FORMAL ON THE JOBTRAINEEES

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)

<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>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Arrest Record</td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements 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

Certification (Read this form and check your statements on it CAREFULLY before signing). I certify that the statements made by me on this BIDDER CONTRACT COMPLIANCE MONITORING REPORT are complete and true to the best of my knowledge and belief, and are made in good faith. I understand that if I knowingly make any misstatements of facts, I am subject to be declared in non-compliance with Section 4a-60, 4a-60a, and related sections of the CONN. GEN. STAT.

(Signature) | (Title) | (Date Signed) | (Telephone) |
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 _______________________________.

___________________________________________
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
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 contactor 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>
<tr>
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</tbody>
</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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<tbody>
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</tbody>
</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

Signed 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:

Consultant’s Name and Title __________________________ Name of Firm (if applicable) __________________________

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

__________________________ ________________________________

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

__________________________ ________________________________

Commissioner of the Superior Court or Notary Public

My Commission Expires ___________________________________
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 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 one hundred 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 federally funded, an education loan or a loan to an individual for other than commercial purposes.

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

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

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

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

Each proposer shall bear all costs associated with responding 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. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.

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. In the event that an authorized designee makes 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. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.

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

B. Submission of Proposals

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

2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.

3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.

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

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

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

7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initial 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 shall 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.

18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

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**)  

[ ] Pricing for four sample jobs, with cost breakdowns

[ ] References Form (Appendix I)

[ ] CHRO Paperwork, Nondiscrimination Certification, and OPM Ethics forms 1 and 5

[ ] Requested samples sent hard copy to CCSU Purchasing Dept