



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

REQUEST FOR PROPOSAL NO. 2020-19

Provide Concert Production Services on an As Needed Basis

Section 1. Administrative Overview

1.1 INTRODUCTION

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to furnish Concert Production 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 brief description of the University, the objectives of this RFP and a general description of the work involved.

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, Non-Discrimination Certificate. OPM Ethics forms 1 and 5)
Appendix V	RFP Response Check List
Appendix VI	Standard CCSU Bid Terms and Conditions

1.4 SUBMISSION OF QUESTIONS

Contractors may submit questions via email to brodeur@ccsu.edu. The deadline for submission of questions is 4:30 p.m., E.S.T., on May 11, 2020. Any questions and their answers shall be published as an addendum. See section 1.8

1.5 SUBMISSION OF PROPOSALS

Please submit your bids to RFP3@ccsu.edu prior to 3:00 PM on May 19, 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.

Any proposal received after this date and time shall be rejected.

The subject line of the emailed proposals shall be marked:
RFP 2020-19, Concert Production Services

1.6 COSTS FOR PROPOSAL PREPARATION

Any costs incurred by Contractors in preparing or submitting a proposal shall be the Contractor's sole responsibility.

1.7 DISQUALIFICATION OF PROPOSALS

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

A Contractor shall 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.

1.8 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> (Scroll down and click on Central Connecticut State University) or go directly to 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.

1.9 RIGHT TO WITHHOLD AWARDED CONTRACT

Contractors are advised that CCSU reserves the right not to make award of this contract.

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 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

CCSU shall enter into a Contract with the awarded contractor for the services described herein. Purchase Orders issued by CCSU's Purchasing Office shall be issued on an as-needed basis once a contract has been executed. No work is to be done prior to receiving a valid, signed Purchase Order.

The contract period for the described services will be for a three (3) year period, starting upon execution date of the resulting contract, on or about July 1, 2020. The Agency reserves the right to renew this contract, with the consent of the Contractor, for one additional two year period.

1.13 FEES

All fees and costs quoted herein shall remain firm for the entire contract term as defined above. Invoices shall be submitted directly to CCSU Accounts Payable at ap@ccsu.edu. If you wish to receive payment in the form of a Direct Deposit or ACH Payment please complete and submit the form from the link below:
http://www.ccsu.edu/bursar/files/ACH_Direct_Deposit_Form_-_Revised_07-13-2012_Fillable.pdf

1.14 RFP TERMS AND CONDITIONS

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

1.15 SUSTAINABILITY and GREEN CAMPUS INITIATIVE

In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is requesting the following –

- All proposals should be submitted on two-sided recycled paper where possible.
- Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.
- Proposers should refrain from using superfluous binders where possible, especially for the copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

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.

1.18 AWARD and CONTRACT EXTENSION

Any award arising from this RFP may be extended to the constituent units of the Board of Regent for Higher Education and the University of Connecticut. The use of this award is voluntary and contingent upon acceptance by the Contractor.

Any subsequent contract arising from this RFP may 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.

1.19 EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

1.20 NONDISCRIMINATION

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 nondiscrimination law.

Section 2. Scope of Work

2.1 BACKGROUND

CCSU hosts many concerts and other similar events on campus. CCSU has the capabilities of producing many such events in-house. However CCSU produces an Annual Spring Concert, and an occasional fall concert, normally headlined by a major pop/rock/rap music artist or group that requires the services of a professional concert production company. Each headliner has had several supporting acts that may or may not have required production services.

The Annual Spring Concert has historically been held at Detrick Gymnasium in Kaiser Hall or Welte Hall Auditorium. As an example of the quality of acts CCSU has brought to campus, in recent years CCSU has presented Chance the Rapper, Joey BADA\$\$, Steve Aoki, Kendrick Lamar, Mac Miller, LMFAO and J. Cole.

2.2 OBJECTIVES OF THIS RFP

This RFP seeks responses from qualified companies to demonstrate their ability to provide professional concert production services, including but not limited to stage, sound, lights and artist-specific backline in a gym venue for annual spring concert.

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

2.3 SCOPE OF SERVICES

Services will include professional concert production services, including but not limited to stage, sound, lights and artist-specific backline. Services also include professional sound and lighting operators and sound engineers as well as production supervisors.

The successful bidder will be able to demonstrate their ability to provide the following services –

- Complete sound reinforcement system (FOH, monitor, and side fill) for pop/rock/rap concerts in indoor venues of 5000, 1800, 400 patrons, as well large outdoor events of +7,000 patrons.
- Portable, building code and ADA code compliant, interlocking staging in various sizes including 30'X40', 40'X60', 40'X40'; all stage will be between 3'-5' in height depending on show and artist requirements
- Ground supported concert lighting: for mid-size to large productions to include:
 - house lighting
 - stage lighting
 - trussing and rigging as required
 - haze
 - special effects, including laser and strobes
- Crowd barriers, pipe and drape, black, 8' high
- Sound Engineer
- Lighting Designer
- Rigger
- Stagehand Labor

Additional services include –

- load-in and load out of equipment (with assistance of CCSU student volunteers)
- supervision of sound checks
- ability to create lighting without hanging lights from the gymnasium ceiling or structures

Note that although this RFP is for future Spring Concerts, CCSU reserves the right to use the contracted services for other events needing similar production services including but not limited to other concerts.

Section 3. Proposal Requirements

Each proposal must include a table of contents with page numbers for each of the required components of the proposal. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

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

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

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

3.1 Response Requirements

- a) Provide a list of owned concert production equipment.
- b) How much of the required services, in general, can be performed with your own resources?
- c) How much is normally subcontracted to a third party?
- d) Provide a list of subcontractor/third party services providers you normally hire. Include location, type of service they normally provide, length of time you have been hiring their services.
- e) Indicate the number of years of experience in concert production.
- f) List 10 major pop/rock/rap concerts for which your company provided production services. Include name of headliner, venue location and date (month/year).
- g) List experience with providing production services at universities and colleges for pop/rock/rap concerts or similar types of events.
- h) Demonstrate your familiarity and willingness to work with student volunteers.

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.

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, 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

- The number of years of experience in concert production;
- Experience with providing production services at universities and colleges for pop/rock/rap concerts or similar types of events;
- Experience with major pop/rock/rap concerts for which your company provided production services;
- How much of the required services can be performed with company's resources;
- How much is normally subcontracted to a third party;
- Types of services normally subcontracted;
- Quality, breadth and depth owned concert production equipment;
- Company's familiarity and willingness to work with student volunteers.

2. Fee Structure

CCSU understands that each production is unique and will need to be priced individually. However there are costs that remain static over periods of time. Provide current know hourly rates for the following services, and for others that may not be listed here –

Sound Engineer
Lighting Designer
Rigger
Stagehand Labor

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 Vendor 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.

Appendix I. REFERENCES for CCSU RFP 2020-19

Proposals should include five organizations or institutions, of similar or the same size, where you have provided services similar to the services outlined herein. Please include name, title, telephone number and e-mail address of a contact person at each institution.

Any experience with ANY Connecticut State agency MUST be included here.

References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.

References:

Institution	Contact	Telephone No.
_____	_____	_____

E-mail: _____

Institution	Contact	Telephone No.
_____	_____	_____

E-mail: _____

Institution	Contact	Telephone No.
_____	_____	_____

E-mail: _____

Institution	Contact	Telephone No.
_____	_____	_____

E-mail: _____

Institution	Contact	Telephone No.
_____	_____	_____

E-mail: _____

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Appendix II. INSTRUCTIONS TO PROPOSERS

- A. Proposals shall be submitted to RF3@ccsu.edu prior to 3:00 PM on May 19, 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 2020-19, Concert Production Services
- 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 the vendor proposal.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

Thomas J. Brodeur, C.P.M.
Phone: (860) 832-2531
Email: brodeur@ccsu.edu

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Appendix III. PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

Request for Proposal number 2020-19
Description: Concert Production Services

I certify that:

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

(name 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]

Initial Date

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

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

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

The awarding agency will consider the following factors when reviewing the bidder’s qualifications under the contract compliance requirements:

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

INSTRUCTIONS AND OTHER INFORMATION

The following 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 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

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
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 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
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	

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)
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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
 Signatory's Title Name of 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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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 its 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:

<u>Contribution Date</u> <u>Description</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u> <u>Description</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>

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



Notice to Executive Branch State Contractors and Prospective State Contractors of Campaign Contribution and Solicitation Limitations

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."



DEFINITIONS

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

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

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

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

"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 fundraising 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, serving on the committee that is hosting a fundraising event, introducing the candidate or making other public remarks at a fundraising event, being honored or otherwise recognized at a fundraising event, or bundling contributions, (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.

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

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



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:

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and 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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Appendix V. RFP RESPONSE CHECK LIST

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

- [] Signed Proposal Certification (Appendix III)

 - [] Form of Proposal (complete response to requirements in Section 3)

 - [] References, including past or current contracts with the State of Connecticut or its agencies

 - [] CHRO Paperwork including OPM Ethics forms
-



Standard Terms and Conditions

I. DEFINITIONS

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

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

II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

A. General Conditions

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

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
3. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
4. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
5. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All 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.
6. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
7. 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.
8. 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.
9. 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.
10. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..

III. TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

A. General Conditions

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

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