

Request for Proposal (RFP) CSUS-0390 Purchase and Reconditioning of Avaya Telephones Bid Due Date 8/22/2012 2:00 PM EDST

I. Statement of Objectives:

The Connecticut State University System (CSUS) is requesting proposals from an authorized provider, seller or reseller of Avaya and Cisco telephones. The awarded bidder(s) must be able to provide new and reconditioned telephones. A list of models for purchase and reconditioning is included in the RFP package. No bids from brokers will be accepted. CSUS may verify a bidder's status as an Avaya or Cisco telephone reseller.

All bids and addendums to bids are posted on the DAS, <u>www.das.state.ct.us</u>, CSUS, <u>www.ct.edu/rfp</u> and Board of Regents websites. <u>www.ctregents.org/about/rfp</u>.

II. Background:

The Connecticut State University System (CSUS) consists of four comprehensive universities and a system office. CSUS, serving over 36,000 students, is the largest public university system in the state, and is governed by an 18-member Board of Trustees.

The universities are located in urban areas: Central Connecticut State University (CCSU) in New Britain (12,300 students), Eastern Connecticut State University (ECSU) in Willimantic (5,400 students), Southern Connecticut State University (SCSU) in New Haven (12,300 students), and Western Connecticut State University (WCSU) in Danbury (6,000 students) Connecticut.

III. Scope of Project:

The Connecticut State University System (CSUS) is soliciting proposals from authorized Avaya & Cisco resellers to provide new and reconditioned telephones, and the reconditioning of used Avaya and Cisco telephones based on the listing included in this RFP. All bidders must be authorized resellers. Any bid received from a bidder who is not an authorized Avaya or Cisco reseller will be rejected irrespective of price. Pricing must be supplied to cover the period from September 1, 2012 through August 31, 2015, with a CSUS option to extend the agreement for an additional year to expire August 31, 2016.

Any bidder awarded a contract as a result of this RFP must agree to enter into a contract between them and the CSUS. The winning bidder(s) must agree to the terms and conditions required by CSUS and the

State of Connecticut. The resulting contract between CSUS and the awarded contractor or contractors will also be available to the Connecticut Community Colleges and Charter Oak state Colleges.

IV. Vendor Information:

1. Vendor Overview

Please provide the following:

- The Name and location of your company.
- The location of the office that will be serving CSUS.
- A brief general description of your business, including the primary line of business.
- The number of years your company has been in business.
- Is your company a subsidiary of another corporation? If so, please name of the parent company?

2. Client Base

Provide specific reference information for four clients you have served, relevant to the work proposed in this RFP.

- Organization name and location.
- Starting date of service.
- Relevant volume statistics.
- Contact name, title and telephone number.

V. Proposal Submission Requirements:

Provide a detailed list of costs including all delivery costs.

Provide information on your firm, including any relevant certifications, as outlined in Section IV.

Please Note: ALL BIDDERS must submit the Consultant Affidavit with their bid package. The winning bidder will be required to submit an additional affidavit at the time of award.

One (1) original and four (5) copies of proposal shall be submitted prior to 2:00pm on August 22, 2012 and should be sent to the attention of:

Terry O'Brien Contract Compliance Officer 39 Woodland Street Hartford, CT 06105 (860) 493-0023

Please Note: Faxed, E-Mailed or late bids will be automatically rejected. CSUS is not responsible for delays in mail or expedited carriers.

VI. General Instructions to Vendors:

Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible, to ensure timely receipt of potential corrections or cancellations. Those not intending to make a proposal are asked to submit a negative reply.

RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP number & title, as well as the date and time the bid is due. The vendor's name and address must appear on the envelope.

Vendor must answer all the questions and supply all required materials to be considered. Any proposal submitted must include termination procedures, if either the Contractor or CSUS determine that termination becomes necessary for reasons including but not limited to failure to perform.

The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State of Connecticut. Such taxes must not be included in prices.

An authorized official must sign the proposal. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and number of the person to contact for the purpose of clarifying the contract.

VII. General Conditions:

- 1. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
- 2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
- 3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (Re: Freedom of Information).
- Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of
 this RFP is to be sole property of the State of Connecticut unless stated otherwise in the RFP or
 contract.
- 5. Any proposal must be valid for a period of 120 days from the due date.
- 6. Any alleged oral agreement or arrangement made by a firm with CSUS or any employee will be superseded by the written agreement.
- 7. CSUS reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of CSUS.
- 8. CSUS reserves the right to reject the proposal of any firm which is in default of any prior contract or for misrepresentation
- 9. CSUS reserves the right to correct inaccurate awards resulting from its clerical errors.

- 10. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.
- 11. A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.
- 12. 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.
- 13. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSUS participated directly or indirectly in the vendor's proposal preparation.
- 14. Vendor shall bear all costs associated with Vendor's response to this request for proposal including the costs of any presentations and/or demonstrations (if any).
- 15. The State 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 the State will be served.

VIII SUBMISSION of QUESTIONS

Proposers may submit questions or requests for clarification in writing or by email. The deadline for submission of questions is August 10, 2012. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be assembled and distributed to all interested parties as soon as possible through an addendum via the State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us the CSUS website www.ct.edu/rfp or the Board of Regents website www.ctregents.org/about/rfp. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective Proposers and 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.

Questions must be submitted in written form to:

Terry O'Brien, Contract Compliance Officer Board of Regents for Higher Education 39 Woodland Street Hartford, CT 06105

Questions submitted by email must be sent to: obrient@ct.edu

VIII. Evaluation of Proposals:

Bidder's evaluation shall be the total cost of their proposals, and the bidder's ability to provide the telephones required by CSUS.

THE WINNING BIDDER WILL BE THE BIDDER WHO SUBMITS THE LOWEST RESPONSIBLE BID, WHICH INCLUDES, BUT IS NOT LIMITED TO, MEETING ALL THE NEEDS OF CSUS, AND COMPLYING WITH ALL APPLICABLE REGULATIONS OF CSUS AND THE STATE OF CONNECTICUT. All bidders will be ranked on a point basis based on the five lowest responsible prices for any listed new phone or reconditioned phone, on a scale of 5, 4, 3, 2, and 1 for each listed phone. The bidder(s) chosen will be the bidder(s) who have the most total points.

IMPORTANT NOTE Bidders will be ranked based on their pricing of Avaya Telephone Products.

The pricing for non-Avaya branded items in the equipment list will be used as a tie-breaker only.

Bidders must fill out bid package correctly, submit the required affidavits and forms when required, and be willing to comply with applicable regulations of the State of Connecticut and the CSUS System. The winning bidder must be willing to enter into a contract with the Connecticut State University System, and comply with all terms and conditions required thereof.

IX. Rights Reserved to Connecticut State University System:

The Connecticut State University System reserves the right to award in part, reject any and all proposals in whole or in part, award to multiple contractors, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the CSUS is served. CSUS reserves the right to negotiate with any bidder prior to awarding a contract, and to negotiate with any contractor during the life of any subsequent contract.

	RFP CSUS-0390 AVAYA TELEPHONE EQUIPMENT Page 1										
	F	RICING TEMPL	ATE								
NOTE: CONTRACT AWARD MAY BE											
MADE TO MULTIPLE VENDORS.		The following cond	itions mus	t be met by all bidder	rs:						
ANY BIDDER WHO IS UNABLE TO		_		-							
PROVIDE PRICING FOR AT LEAST		All bidders must be	an autho	rized Avaya dealer.							
75% OF LISTED ITEMS (EITHER NEW		All prices must incl	ude shippi	ng and handling.							
OR RECONDITIONED) MAY BE		All pricing must be	a specific	percentage, no range	es will be considered	d.					
DISQUALIFIED AT CSUS OPTION											
	1	T	1	T	1	T					
	NEW	NEW		RECONDITIONED	RECONDITIONED						
Commodity Type	Discount off list	Warranty Terms		Discount off list	Warranty Terms						
A. Avaya telephone equipment not											
listed on subsequent pages											
(list pricing for both new and											
reconditioned if able to supply both)											
B. Avaya Circuit cards											
(Ex. TN746B, TN754B, TN793B etc.)											
C. Other Avaya components											
(Ex. Handsets, headsets cords											
SERIES 6400 & 7400											
Analog and digital)											

	RFP CSUS-0	390 AVAYA TE	LEPHON	IE EQUIPMENT		Page 2			
		PRICING TEMP	LATE			_			
NOTE: CONTRACT AWARD MAY BE									
MADE TO MULTIPLE VENDORS.		The following conditions must be met by all bidders:							
ANY BIDDER WHO IS UNABLE TO									
PROVIDE PRICING FOR AT LEAST		All bidders must b	e an autho	rized Avaya dealer.					
75% OF LISTED ITEMS (EITHER NEW		All prices must inc	lude shipp	ing and handling.					
OR RECONDITIONED) MAY BE		All pricing must be	a specific	number, no ranges	will be considered.				
DISQUALIFIED AT CSUS OPTION									
Avaya or Related Product	Item number	Cost New	Warranty	Cost refurbished	Warranty				
2500 Analog Telephone Sets	3100-1TD								
2554 Wall Telephone Sets	3100-TTW								
6221 Telephone Sets	6221								
7444 Telephone Sets	3187-PWRA								
6402D Telephone Sets	3302-02G								
6408D+ Telephone Sets	3304-8SG								
6416+ Telephone Sets	3306-6M								
TN746B 16 Port Analog Cards	63136								
TN754B 8 Port Digital Cards	63114B								
TN2181 16 Port Digital Cards	63841								
TN2224 24 Port Digital Cards	63869								
TN 753 D.I.D.	63116								
TN 556B ISDN/BRI	65512								
6400 series Analog & Digital Cords	6400								
6400 series Analog & Digital Handsets	6400								
7400 series Analog & Digital Cords	7400								
7400 series Analog & Digital Handsets	7400								
Cisco Telephones	7975								
Cisco Telephones	6945								
	6921					Page 3			

Avaya or Related Product	Item number	Cost New	Warranty	Cost refurbished	Warranty	
AASTRA 9116LP Single line						
centrex/pbx set with caller ID						
AT&T 945 Multi Line Analog Phone (4 Line)						
AT&T 950 Single line phone with caller ID						
Avaya 6408D+						
Avaya 6416D+						
Avaya 6424D+						
Avaya XM24 Module - 24 button expansion mod for the 6416 and 6424 sets						
Avaya 4602SW						
Avaya 4610SW						
Avaya 4621SW						
Avaya 4625SW						
Circuit Cards						
TN2302AP Media Processor V10+						
TN2312BP IPSI Board						
TN799DP C-LAN with Adapter						
TN2501AP VAL Circuit Card						
GN NETCOM Headsets						
GN9120 Wireless						
RHL1000 Handset Lifter						
List Price minus Percentage for	Plantronics	Products not	listed	in RFP		
List Price minus Percentage for	Polycom	Products not	listed	in RFP		

						Page 4
Avaya or Related Product	Item number	Cost New	Warranty	Cost refurbished	Warranty	
Plantronics Headsets						
H41 Mirage						
H51 Supra						
M22 Vista Modular AMP						
CS55 Wireless						
AWH55+ Wireless						
HL10 Handset Lifter						
3124-HIC Headset Adapter Cable						
3124-HIP Headset Adapter Cable						
Polycom Soundstation Conference Phones						
Polycom Soundstation2 EX Wireless						
Soundstation2 Basic without Display						
Soundstation2 EX (Expandable with extension microphones)						
Soundstation2 Extension Microphones						
Avaya 2490 Polycom Digital Soundstation for Avaya PBX						
Polycom 4690 IP Conference Phone						
Extension Microphones for Soundstation 2 EX wireless						

NOTE: The great majority of Telephone	Sets to be purc	hased under this agreeme	ent will be refurbished	
, , , , ,	RFP CSUS	Page 5		
		PRICING TEMPLAT		1 3 3 3
Cost to Refurbish the Following CSL	JS Owned Com	ponents		
Cost to include return shipping cost				
Telephone set or Component		Cost to Refurbish	Warranty	Trade -in Value
6416 Telephone Sets				
7444 Telephone Sets				
TN793B 24 Port Analog Cards				
TN2224 Digital Cards				
6221 Telephone Sets				
8400 Series				
6408				
Cisco Telephones	7975			
Cisco Telephones	6945			
Cisco Telephones	6921			

CONNECTICUT STATE UNIVERSITY 39 WOODLAND STREET HARTFORD, CT 06105-2337

CHECK LIST

as you complete it.	sal. It is suggested that you review and check off each action
1. The form BO-1 has been signed by a dulproposals are automatically rejected).	ly authorized representative of the company (unsigned
2. The prices you have offered have been r	eviewed and verified.
3. The price extensions and totals have bee total prices, the unit price will govern the evaluation	en checked. (In case of discrepancy between unit prices and ation).
4. The Employment Information Form EEG	O-1 has been completed and submitted with the bid.
5. The payment terms are net 45 days. Net rejection. (You may offer cash discounts	terms for periods less than 45 days may result in bid s for prompt payment).
6. Any technical or descriptive literature, d the proposal.	lrawings or samples that are required have been included with
7. Any addenda to the Request for Proposa	al have been signed and included.
8. The envelope has been addressed to:	Terry O'Brien Contract Compliance Officer 39 Woodland Street Hartford CT 06105-2337
9. The envelope has been clearly marked w	vith the RFP number and opening date.
10. If additional copies are required as part	t of your response, make sure the original is clearly marked.
* *	ed in time to be received no later than the designated opening accepted under any circumstances. Faxed or e-mailed enough time if mailing your proposal.

XIII Required Forms and Affidavits [To be included in RFP submittal]

- 1) Pricing Pages 6-10
- 2) BO1 p.12
- 3) Gift & Campaign Contribution Form 1 (p.18-19)
- 4) Consulting Agreement Form 5 (p.20)
- 5) Non-discrimination Form C (p.21)

Connecticut State University – System Office Finance Department 39 Woodland Street Hartford, CT 06105-2337

THIS FORM AND REQUIRED PROPOSAL SCHEDULE MUST BE **RETURNED**

DATE EXECUTED

TELEPHONE NUMBER

CONTRACT PROPOSAL Please read С В



TYPEWRITTEN NAME

Carefully	HIGHER EDUCK							
3 <mark>O-1</mark> RFP NUMBER	DATE OF OPENING	TIME OF OPENING	AMOUNT OF	SURETY (if require	d) DATE ISSUED			
CSUS-0390	August 22, 2012	2:00 PM Loca	al - none	e -	July 23, 2012			
COMMODITY CLASS/SUBCLASS AND Avaya Telephones	L D DESCRIPTION		ED SITE VISIT: Applicable					
Terry O'Brien		TELEPHONE: (860) 493	-0023					
Telecommunication		PERIOD OR DATE REQUIRE	ED					
	REQU Sections 10a-151b and 4-217 of Finance Department of the Conn		s of Connecticu					
The undersigned affirms and That this proposal is execute the terms and conditions liste That should any part of this pearlier date for acceptance is made, at the rates offered an	AFFIRM declares: d and signed with full knowledge d herein. proposal be accepted in writing by specified in proposal schedule, d fee schedule proposed, and in the period of ninety (90) days or	AATION OF PROPOSE and acceptance of the said proposer will fur to compliance with the	SER ne provisions o 90) calendar da nish and delive provisions liste	f the laws of the ays from the dat r the services for d herein. Shou	e State of Connecticut, and te of opening unless an or which this proposal is ald award of any part of this			
PROPOSAL. The und and deliver the services to Co	dersigned, accepting the condition	ons set forth herein, he prices bid therein.	ereby agrees i	n strict accordar	nce therewith, to furnish			
	TYPE OR PRINT NAME OF INDIVIDUA	AL		DOING	BUSINESS AS (Trade Name)			
SIGNATURE WHEN PROPOSER	BUSINESS ADDRESS STREET	CITY	STAT	E	ZIP CODE			
IS AN INDIVIDUAL	WRITTEN SIGNATURE OF INDIVIDUA	AL SIGNING THIS PROPOS	SAL SOCIA	L SECURITY NUMB	ER DATE EXECUTED			
	TYPEWRITTEN NAME				TELEPHONE NUMBER			
	NAME (Type or print names of all part	ners)	TITLE	NAME	TITLE			
	NAME		TITLE	NAME	TITLE			
SIGNATURE WHEN PROPOSER IS A FIRM	DOING BUSINESS AS (Trade Name)		BUSINESS ADDR ZIP CODE	ESS STREET	CITY STATE			
	WRITTEN SIGNATURE OF PARTNER	R SIGNING THIS PROPOSA	L	F.E.I. NUMBER	DATE EXECUTED			
	TYPEWRITTEN NAME		·		TELEPHONE NUMBER			
	FULL NAME OF CORPORATION INCORPORATED							
SIGNATURE WHEN PROPOSER	BUSINESS ADDRESS STREET		ZIP CODE		F.E.I. NUMBER			
IS A CORPORATION	PRESIDENT	SECRETARY			TREASURER			
	WRITTEN SIGNATURE OF CORPORA PROPOSALS ON BEHALF OF THE AB	ED TO SIGN	TITLE					

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of Request-For-Proposal Documents

Bid Number: **RFP-CSUS-0390**Title: **Avaya Telephones**

Please take a moment to acknowledge receipt of the attached RFP documents. Your compliance with this request will help us to maintain proper follow-up procedures while ensuring that all recipients have the opportunity to submit a proposal.

Date Issued: Date received?	July 23,	2012 _//
Do you plan to submit a proposal?	Yes	No
Print or type the following information:		
Company name:		
Address:		
City or Town:		
Phone:		
Fax:		
Received by:		
E-Mail		

Note: Faxed acknowledgments are requested! FAX (860)493-0006
A cover sheet is NOT necessary.
IMPORTANT: DO NOT FAX BIDS.
BIDS MUST BE SUBMITTED IN SEALED PACKAGES!

Connecticut State University System



Central Connecticut State University
Eastern Connecticut State University
Southern Connecticut State University
Western Connecticut State University
System Office

STANDARD TERMS AND CONDITIONS

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.

TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS

1. General Conditions

- 2. 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.
- 3. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
- 4. 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.
- 5. All responses to the RFP shall be and remain the sole property of CSU.
- 6. 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.
- 7. CSU reserves the right to negotiate, as it may deem necessary, with any or all of the proposers that submit proposals.
- 8. Any alleged oral agreement or arrangement made by any proposer with CSU or any employee thereof shall not be binding.

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 initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
- 8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
- 9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
- 10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
- 11. Each proposer's prices must be firm for a period up to 120 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.

- 10. 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.
- 11. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
- 12. 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.
- 13. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services (www.bas.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.
- 14. 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.
- 15. 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..
- 16. 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.

17. Samples

- 18. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.
- 19. Any and all required samples shall be furnished by the proposer at no cost to CSU. All samples, unless otherwise indicated, will become the property of CSU and will not be returned to the proposer unless the proposer states in the proposal that the sample's return is requested. A sample will be returned on the request of the proposer if the sample has not been rendered useless or beyond its useful life. The proposer must pay the costs associated with the return of any sample. Samples may be held by CSU for comparison with actual product deliveries.
- 20. The making of chemical and physical tests of samples submitted with proposals shall be made in the manner prescribed by CSU.

D. Bonding Requirements / Guaranty or Surety

See Text of RFP

CONTRACT AWARD

- 1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be conveyed by telephone.
- 2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
- 3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
- CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
- 5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
- 6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

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:

General Conditions

- 1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
- 2. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
- 3. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
- 4. The contactor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
- 5. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
- 6. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
- 7. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7B.
- 8. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

- 9. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
- 10. 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.
- 11. 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.
- 12. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
- 13. 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.
- 14. Should the terms of any purchase order or invoice issued in connection with the contract conflict with the terms of the contract, the terms of the contract shall prevail.
- 15. 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.
- 16. 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.
- 17. 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.
- 18. The State of Connecticut shall assume no liability for payment for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance Does not apply to this RFP

C. Bonds See text of RFP

Delivery

- Unless otherwise specified in the proposal, all products and equipment delivered pursuant to the contract shall be new and shall include any and all manufacturer's
 warranties.
- 2. Delivery shall be to the point specified in the contract.
- 3. All deliveries shall display, in plain sight, any related Purchase Order or Reference/Delivery Number. Failure to display said number may cause the shipment to be rejected and returned at the contractor's expense.
- 4. All deliveries shall be in compliance with Sections 22a-194 to 22a-194g of the Connecticut General Statutes related to product packaging.
- 5. Deliveries shall be subject to reweighing on official sealed scales designated by the State and payment shall be made on the basis of net weight of materials received.
- 6. Payment terms are net forty-five (45) days after receipt of goods or invoice, whichever is later. State of Connecticut certified small or minority contractors are payable under terms net thirty (30) days.
- 7. Monies owed to CSU or the Department of Revenue Services (DRS) by the contractor shall be deducted from current obligations.

Inspection and Tests

- 1. The inspection of all commodities and the making of chemical and physical tests of samples of deliveries to determine whether or not the contract specifications are being complied with shall be made in the manner prescribed by CSU.
- 2. Any item that fails in any way to meet the terms or specifications set forth in the contract is subject to be paid for at an adjusted price or rejected, in the discretion of CSU.
- 3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSU that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSU shall operate the system in accordance with its normal operating practices. The acceptance test shall determine if the equipment's operating characteristics meet the performance standards set forth in the contract.

4. Advertising

Reference by the contractor to sales to CSU for advertising and promotional purposes without the prior approval of CSU shall be expressly prohibited.

Instructions to Bidders

- 1. Proposers or their representatives may be present at RFP openings.
- 2. The CSU Finance Department reserves the right to amend and/or cancel the RFP invitation prior to the time and date of the opening.
- 3. The CSU Finance Department reserves the right to correct any award erroneously made as a result of a clerical error on out part.
- 4;. CSU will appreciate your assistance in making a careful study of the specifications and proposal for the purpose of offering suggestions as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc. which you believe to be in the best interest of CSU and the state. Suggestions or comments will be considered up to five (5) days prior to the date of opening indicated in the RFP invitation. In replying will you kindly refer to the RFP number. If no suggestions or comments are offered, the signing of the proposal shall indicate your approval of these forms in their present content.

Contract Provisions

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, as well as the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999.

All purchases will be in compliance with Public Act 89-227. Effective January 1, 1991 no product shall be shipped or packaged in POLYSTYRENE FOAM if such foam is manufactured using any "controlled substances", as defined under Annex A, Group 1 of the Montreal Protocol on Substances that deplete the Ozone Layer.

Non-Discrimination

4a-60. Nondiscrimination and affirmative action provisions in contracts of the state and political subdivisions other than municipalities.

- Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-68e and 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the 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; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- I Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

4a-60a. Contracts of the state and political subdivisions, other than municipalities, to contain provisions re nondiscrimination on the basis of sexual orientation.

- 6. Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.
- (b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following <u>BIDDER CONTRACT COMPLIANCE MONITORING REPORT</u> 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 A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

7. 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.

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), 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.

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, payroll clerks, bill and account collectors, customer service representatives, files clerks, shipping clerks, dispatchers, secretaries administrative assistants, computer operators, mail clerks, and stock clerks.

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:** 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 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.

8. 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 (Page 3) Company Name Bidder Federal Employer Street Address Identification Number City & State Chief Executive Social Security Number_ Major Business Activity Bidder Identification (brief description) (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes No (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native _ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___ Bidder Parent Company - Bidder is certified as above by State of CT Yes_ No_ (If any) Other Locations in Ct. - DAS Certification Number (If any) PART II – Bidder Nondiscrimination Policies and Procedures 1. Does your company have a written Affirmative Action/Equal Employment 7. Do all of your company contracts and purchase orders contain non-discrim-Opportunity statement posted on company bulletin boards? ination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes No Yes No 2. Does your company have the state-mandated sexual harassment prevention in the 9. Do you, upon request, provide reasonable accommodation to employees, workplace policy posted on company bulletin boards? applicants for employment, who have physical or mental disability? Yes No Yes No 3. Do you notify all recruitment sources in writing of your company's Affirmative 9. Does your company have a mandatory retirement age for all employees? Action/Equal Employment Opportunity employment policy? Yes__ No__ Yes No 4. Do your company advertisements contain a written statement that you are an 10. If your company has 50 or more employees, have you provided at least two (2) Affirmative Action/Equal Opportunity Employer? hours of sexual harassment training to all of your supervisors? Yes__ No__ Yes_ No_ NA_ 5. Do you notify the Ct. State Employment Service of all employment 11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards openings with your company? Yes No of the Ct. Dept. of Labor? Yes No NA 10. Does your company have a collective bargaining agreement with workers? 12. Does your company have a written affirmative action Plan? Yes_ No_ Yes No If no, please explain. 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__

	13. Is there a person in your company who is responsible for equal	
6b. Have you notified each union in writing of your commitments under the	employment opportunity? Yes No_	_
nondiscrimination requirements of contracts with the state of Ct?	If yes, give name and phone number.	
Yes No		_

Part III – Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors of suppliers?	1 es 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	WH (not of I origin)	ITE Hispanic	BLA (not of Forigin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											

				1							1	
Total One Year Ago												
		FORMAL	ON THE JOB TRAINEES	(ENTER FIGUR	RES FOR THE	SAME CATEG	ORIES AS	ARE SHOWN A	BOVE)			
Apprentices												
Trainees												
PART V – Bidder	Hiring	and l	Recruitment l	Practices								
11. Which of the foll you? (Check yes or no, and report	_		urces are used by	1	Check (X) and listed that that you us alification	•		Describe below w that you hire	v any ot e, train,	her practices of and promote e	or actions that imployees with	you take which hout discrimination
SOURCE	YES	NO	% of applicants provided by source									
State Employment Service					Work Exp	erience						
Private Employment Agencies					Ability to S Write Engl	Speak or ish						
Schools and Colleges					Written Te	sts						
Newspaper Advertisement					High Scho	ol Diploma						
Walk Ins					College De	egree						
Present Employees					Union Mer	mbership						
Labor Organizations					Personal Recommen	ndation						
Minority/Community Organizations					Height or	Weight						

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)

Car Ownership

Arrest Record
Wage Garnishments

Others (please identify)

OPM Ethics Form 1 Rev. 11-29-11 Page 1 of 2



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 in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)

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	$\ \square$ 12 Month Anniversary Update (Multi-year contracts only.)
	•	n because of change of information contained in the most ation or twelve-month anniversary update.

GIFT CERTIFICATION:

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

- "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.

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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. \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 <u>statewide public office</u>, in violation of C.G.S. \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. \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 <u>statewide public office</u> or the <u>General Assembly</u>, are listed below:

Lawful Campaign	Contributions to Candid	ates for Statewid	e Public Office	e:
Contribution Date	Name of Contributor	Recipient	<u>Value</u>	<u>Description</u>
Lawful Campaign	Contributions to Candid	ates for the Gene	ral Assembly:	
Contribution Date	Name of Contributor	Recipient	<u>Value</u>	<u>Description</u>
Sworn as true to th	ne best of my knowledge ar	nd belief, subject to	the penalties of	false statement.
Printed Contractor	Name	Printed Name of Authorized Official		
Signature of Auth	norized Official			
Subscribed and a	cknowledged before me	this day o	of	, 20
	Con	nmissioner of the	Superior Cour	t (or Notary Public)

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Affidavit to accompany a bid or proposal 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). For sole source or no bid contracts the form is submitted at time of contract execution.

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 contractor 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 contractor 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 Subscrib	ed On This Day:	_]
a contract, as such a contract	described in Connection	cut General Statutes execute such contract	\S 4a-81(b), or that It. I further swear that	oidder or contractor awarded am the individual awarded I have not entered into any ent listed below:
Consultant's N	ame and Title		Name of Firm (if appli	cable)
Start Date	End Date	 e	Cost	
Description of	Services Provided:			
If YES:Name	nt a former State empl	у	Termination Date of E	
Sworn as true	to the best of my know	leage and belier, sub	ject to the penaities of	raise statement.
Printed Name of	of Bidder or Contractor	Signature of Princi	pal or Key Personne	Date
		Printed Name (of abo	ove)	Awarding State Agency
Sworn and su	ıbscribed before me o	on this da	y of	, 20
		Commissioner	of the Superior Cour	

Commissioner of the Superior Court or Notary Public



Documentation in the form of an <u>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</u>

INSTRUCTIONS:

For use by an <u>entity</u> (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 eig	hteen (18)	and understand and appre	ciate the obligations of
an oath. I amSignatory's Title	of		, an entity
Signatory's Title		Name of Entity	
duly formed and existing under the laws of	f		·
	Nan	ne of State or Commonwea	alth
I certify that I am authorized to execute a	nd deliver th	nis affidavit on behalf of	
	and that		
a		Name of Entity	
has a policy in place that complies with the	e nondiscrin	nination agreements and w	arranties of Connecticu
General Statutes §§ 4a-60(a)(1)and 4a-60)a(a)(1), as	amended.	
	(4)(7)		
		-	
Authorized Signatory			
Printed Name		-	
Sworn and subscribed to before me or	ı this	day of	_, 20
Commissioner of the Superior Court/		Commission Expirat	tion Date
Notary Public			