REQUEST FOR PROPOSAL NO. E910036
TO UPGRADE DOOR LOCK HARDWARE AND SOFTWARE

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 companies to migrate the university’s existing door security hardware and software to new hardware and software, preferably while continuing to support existing hardware and software during the transition period.

1.2 AUTHORITY

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

1.3 RFP ORGANIZATION

This RFP is organized into the following sections:

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

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

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

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

Appendix I References Form
Appendix II Instruction to Proposers
Appendix III Proposal Certification
Appendix IV Required Forms (CHRO Bidder Contract Compliance Monitoring Report, OPM Ethics Form 1, OPM Ethics Form 5, OPM Ethics Form 6, SEEC Form 11, Nondiscrimination Certificate)
Appendix V RFP Response Check List
Appendix VI Standard CSU Bid Terms and Conditions
Appendix VII Standard CCSU PO/PSA 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 November 19. Any questions and their answers shall be published as an addendum. See section 1.8

1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus one complete copy of their proposal electronically on CD. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on December 2, 2009*, at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be mailed or delivered to:

Thomas J. Brodeur, C.P.M.
Purchasing Department, Marcus White Annex room 006
Central Connecticut State University
1615 Stanley Street
New Britain, CT 06050-4010

The outside cover of the package containing the proposal shall be marked:
RFP E910036, Door Lock Hardware and Software, submitted by (Name of Contractor)

1.5b INCLEMENT WEATHER

Note that in the event of university closing or early dismissal due to inclement weather, proposals will be due at 3:00 PM on the next business day. Call the University Snow Phone at 860-832-3333 for up to date information on cancellations or early closings.

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 added to the original RFP document and posted at http://www.ccsu.edu/page.cfm?p=778, and in the CCSU section at http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp. It shall be the responsibility of prospective contractors and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.

1.9 RIGHT TO WITHHOLD AWARDING OF CONTRACT
Contractors are advised that CCSU reserves the right not to make award of this contract.

1.10 FINAL CONTRACT
The University shall not be responsible for work done, even in good faith, prior to the University's execution of a final contract with the Contractor.

1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION
Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

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

1.13 TERM OF CONTRACT
CCSU desires to complete this project by June 30, 2010 if possible but realizes that the project may need to be done in phases as time, resources and funding permit. Companies should be aware that this project may need to be done in phases and over the course of two or more State of CT fiscal years (7/1 – 6/30).

1.14 FEE STRUCTURE
All fees and costs quoted herein shall remain firm for the entire contract term. Any requests for cost increases due to manufacturer price increases shall be submitted in writing to CCSU and shall include verification from said manufacturer. Similarly CCSU shall expect any manufacturer price decreases to be passed along to CCSU in the form of cost reductions.
1.15 **CONTRACT EXCLUSIVITY**

Note that during the term of any contract award and work performed as a result of this RFP this contract will not be an exclusive contract. Additional door locks, access controls or related, based upon other or unforeseen needs, will be exempted from this contract. The University reserves the right to issue separate RFPs, RFQs and purchase orders at its discretion and in the best interest of the University.

1.16 **RFP TERMS AND CONDITIONS**

All proposals submitted under this RFP shall remain in effect for a period of ninety (90) days following the closing date to allow time for evaluation, approval and award.

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

1.17 **ADVERTISING**

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

1.18 **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 Bidder’s activities involving third parties and arising from any contract resulting from this Request for Proposal.

1.19 **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.

1.20 **CONTRACT TERMINATION FOR CAUSE**

The University may terminate any resulting contract for cause by giving the contractor thirty (30) day written notice of such intention.

1.21 **FORMATION OF AGREEMENT**:

1.21a The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:

Accept a proposal as written by issuing a written “Notice of Award” to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

1.21b Because the University may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

1.21c The University reserves the right to award a contract not based solely on the firm with the most advantageous price, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

1.21d Any Purchase Orders (PO) or Personal Services Agreements (PSA) issued as a result of this RFP will contain by reference all the specifications, terms and conditions in this RFP. The University’s standard PO / PSA terms and conditions has been included for your review (See Appendix VII).

1.21e The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

1.22 ORDERING PROCEDURE

Requests for services will be issued by a valid PO or PSA number which must be obtained prior to performance of any services. All invoices, acknowledgements and any other correspondence must reflect the appropriate PO or PSA number.

Depending on the ultimate value of the award, CCSU may opt to generate a formal contract, which shall require the approval of the State of Connecticut Attorney General’s Office.

1.23 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 any copies being requested.
- Proposers should consider presenting peripheral information (i.e. company and product brochures) on CD or DVD where possible or practical.

1.24 SEEC REQUIREMENTS

All bidders are required to comply with the below SEEC requirements, and the requirements contained within SEEC form 11 located in this RFP

“With regard to a state contract as defined in P.A. 07-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission or response to the State’s solicitation expressly acknowledges receipt of the State Election Enforcement Commission’s notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.”
1.25 EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS


The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law, except where it relates to bona fide occupational qualifications.

1.26 GOVERNOR RELL’S EXECUTIVE ORDER 14

Executive Order No. 14: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell, promulgated on April 17, 2006. Pursuant to this Executive Order, the Contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.
Section 2. Scope of Work

2.1 BACKGROUND

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

2.2 CURRENT STATUS

Currently CCSU has approximately 1500 Locknetic/Schlage series CM5100 locks on all of its interior and exterior doors.

The current system is supported and maintained by three full time locksmiths using Locknetics LockLink version 6.

CCSU has just been informed that Ingersoll Rand (“IR”) will be phasing out production of the hardware currently in place at CCSU. By June 2010 IR will cease production of their existing line, and by June 2012 will cease making replacement parts for the locks currently in use at CCSU.

2.3 OBJECTIVES

CCSU is seeking an experienced, qualified company to provide hardware and software locks support while CCSU migrates off the existing system to a system that will be supportable into the foreseeable future.

2.4 SCOPE OF WORK

CCSU envisions rolling out replacement locks and their related software and support for all of its existing fleet either all at once OR in phases as time, resources and funding permit.

2.4.1 The “all at once” scenario would entail the awarded company providing a turn-key project where the existing lock hardware is removed, new hardware is completely installed and the software to support the system is installed,

2.4.2 The “in phases” scenario would most likely encompass upgrading one or two buildings at a time and would entail the awarded company providing hardware as needed to CCSU. CCSU would be responsible for all related labor in this option, including removal of the old hardware and installation of the new hardware. Aside from selling the hardware to CCSU, the awarded company must be able to provide the software support for the existing system AND the newly installed system.

All responses must demonstrate the capabilities described above and following and CCSU shall verify same during proposal evaluations.

CCSU expects that, because of the two “options” described above, many companies will need to provide two differently structured responses, one for the “all at once” scenario and one for the “in phases” scenario. That is acceptable.
2.5 SPECIFICATIONS/REQUIREMENTS

2.5.1 SOFTWARE

2.5.1.1 Software application proposed must be capable of supporting existing hardware while any transition to new hardware occurs.

2.5.1.2 Support must match or exceed the level of support provided by LockLink v6

2.5.2 HARDWARE

2.5.2.1 The locks must meet ANSI grade 1 commercial type lock and meet fire code and ADA specifications.

2.5.2.2 The locks must be able to be used in cylindrical, mortise and exit device door applications.

2.5.2.3 The locks must be compatible with the magnetic stripe track 2 format currently used at CCSU. (CCSU uses ISO 7813 standard on track 2)

2.5.2.4 The locks must have both mag swipe & pin and/or prox & pin capabilities.

2.5.2.5 The locks must offer standalone, wireless and/or hardwired options.

2.5.2.6 The locks have the similar time functions as existing IR Locknetics locks.

2.5.2.7 The locks must support ASSA cylinders.

2.5.3 SOFTWARE LICENSES AND SUPPORT FOR NEW HARDWARE AND SYSTEM

Server Software

2.5.3.1 Server application must be certified to work on virtual machines (VM).

2.5.3.2 Server application must be supported on latest versions of MS Windows Operating System, 64 Bit preferred.

Client/Web Enabled Software

2.5.3.3 MS SQL Server or Oracle backend database preferred.

2.5.3.4 Web enabled frontend highly preferred.

2.5.3.5 Support for SSL encryption between server and browser required.

2.5.3.6 Full integration with Sungard’s Banner ERP for student and faculty updates to locks required.

2.5.3.7 Software should retain all functionality currently provided in Locknetic’s Locklink v6 application.

2.5.4 TRAINING

2.5.4.1 CCSU will require complete hardware and software application training.
Section 3. Proposal Requirements

3.1 RESPONSE REQUIREMENTS, GENERAL
Each proposal must include a table of contents with page numbers for each of the required components of the proposal. All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible.

Failure to 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.

3.2 RESPONSE REQUIREMENTS, SPECIFIC
The following information is to be provided in the Bidder’s response.

a) The name and location of your company
b) The number of years your company has been in business.
c) Provide a brief general description of your business, including the primary line of business or area of expertise/client focus.
d) Names of members of project team who will service the CCSU account. This should include titles, experience, areas of expertise and longevity at the bidder’s firm.
e) Complete description of project approach for the service. Include details with approximate timelines.
f) The bidder’s experience in providing the requested service.
g) Provide a complete client list for reference purposes.
h) Cost structure. Proposed costs must clearly separate and show ALL costs, including hardware, software licenses, ongoing support and maintenance, etc. Costs should also clearly reflect estimates for travel and per diem expenses if any.
i) References. In addition to the references requested in Appendix I, provide the company’s general qualifications and experience as they relate to the following:
   1. A demonstrated compliance with State of Connecticut contracting statutes and regulations. If a proposer has no experience in the State of Connecticut, they may provide the same information from experience in other states.
   2. History of contracts entered into with the State of Connecticut over the five (5) year period immediately prior to the published date of the RFP, including contracts awarded, contracts terminated, and contracts determined to be null and void.
   3. History of violations of State of Connecticut statutes and regulations relating to Ethics during the five (5) year period immediately prior to the published date of the RFP.
3.3 RESPONSE REQUIREMENTS, TECHNICAL

a) Explain your understanding of the scope of work as detailed in section 2.4 and explain in detail your company's ability to meet those requirements.

b) Explain the options in your system for downloading data to lock hardware.

c) Explain all installation options for complete lock and supporting hardware, wireless and/or hard wired.

d) Will the proposed locks hardware cover existing Locknetics prep on existing doors? Explain.

e) Does your software offer compatibility with other lock hardware on the market? Explain.

f) At what frequency range do all related wireless hardware devices operate?

g) Are communications between wireless head and lock hardware fully encrypted? Explain.

h) How many locks are supported per wireless head?

i) What is the transmission range of your wireless head?


k) Does your software offer support for multiple VLAN’s? Explain.

l) Are the wireless devices static IP or do they support DHCP and reservations? Explain.

m) Do you provide a licensing agreement for the server and client/web software? If so please provide a sample agreement with your proposal.

n) What are all of your functional and technical maintenance support plans for both the lock hardware and software? Include your realistic expected response time for on-site service if called to campus.

o) Do you offer an annual maintenance agreement for application and firmware updates including support? If so please provide details, including a sample agreement, with your proposal.

p) How long has the proposed lock hardware and software been on the market?

q) How long will the proposed hardware and software solutions be supported by your company?

r) Provide the minimum hardware and software requirements CCSU will need to support your solution.

s) Can the data currently housed in CCSU’s LockLink v6 system be converted or migrated into the new system, and if so explain how.

t) Is the proposed lock compatible to existing CCSU locking systems? (Sargent mortise locks, Arrow mortise locks, Arrow exit hardware, Vonduprin exit hardware, Corbin/Russwin Unilock)

u) Does the proposed lock have an emergency key override and can your lock take an Assa cylinder?

v) In your solution, how are stand-alone locks programmed in the field from the main software base?

w) In your solution, how is access to locks added or deleted? Programming the lock or updating the card?
x) How many and what kind of batteries do your standalone and wireless locks use? On average, how long do the batteries last, how often do they need to be changed and how are they changed?

y) Provide complete information on your standard training services, including the training to be provided to CCSU and any ongoing training that may be available.

z) Can you offer a single annual PM service inspection of all devices? If so, provide details and include a sample agreement with your response.

Section 4. Bid Evaluation Criteria

Evaluation – The awards based on this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee. Awards will be based on a points-earned matrix derived from a functional, technical and financial evaluation.

Awards shall be made to the most responsive bidder offering the best value as determined by the University. All bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations*, 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 resulting agreement.

* Presentations: The University shall request that all or a “short list” of proponents provide formal presentations of their proposals at a date and time to be determined. If required by the University, it is anticipated that such presentations 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.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below.

Criteria

1. Qualifications and Experience
   - Prior Experience including References
   - Current clients list
   - General qualifications and experience as they relate to compliance with CT contracting statutes and regulations, including Ethics

2. Ability to Perform
   - Vendor’s ability to establish the University’s confidence that their proposed hardware and software will meet university expectations and the requirements described herein
   - Demonstrated understanding of the scope of work in this RFP
   - Vendor’s industry status, including longevity in the field and proven track record

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

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

Review of References: Each proposer is required to provide a list of references as requested above with which it is currently or has recently provided similar services. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

The University will include in its evaluation: proposals, references and interviews (if conducted). In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed Agreement.

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

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

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

Proposals should include five institutions where your organization has provided lock hardware, software and support services similar to those described herein. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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Appendix II. INSTRUCTIONS TO PROPOSERS

A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Marcus White Annex room 006, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

- Name of Proposer:
- Title of Proposal: Door Lock Hardware and Software
- RFP Number: E910036
- Proposal Due Date: 3:00 P.M., December 2, 2009

No telephone, telegraphic or facsimile proposals will be considered.

B. Proposals should include one (1) original (signed in ink) and one complete copy electronically on CD.

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

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

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

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

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

H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)

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

K. CCSU reserves the right to correct inaccurate awards resulting from clerical errors.

L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder’s expense.

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

   Thomas J. Brodeur, C.P.M.
   Director of Purchasing
   Marcus White Annex room 006
   New Britain CT 06050
   Phone: (860) 832-2531
   Fax: (860) 832-2523
   Email: brodeur@ccsu.edu
Appendix III. PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

Request for Proposal number E910036, Door Lock Hardware and Software

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.

______________________________                   ____________
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______________________________                   ________________
(title)                          (federal I. D. no. or SSN)

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
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 therein to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

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

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

BUSINESS AND 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 this 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.
### PART I - Bidder Information

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number</th>
<th>Major Business Activity (brief description)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Or Social Security Number ___________________</td>
<td></td>
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</tbody>
</table>

#### 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__

#### Bidder Parent Company (If any)

#### Other Locations in Ct. (If any)

### PART II - Bidder Nondiscrimination Policies and Procedures

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

| 12. Does your company have a written affirmative action Plan? Yes__ No__ |
| If no, please explain. |

| 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ |
| If yes, give name and phone number. |

### Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__
   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

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

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

Date: (Page 4)

<table>
<thead>
<tr>
<th>JOB CATEGORY *</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
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<td>Male</td>
<td>Female</td>
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<td>Management</td>
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<td>Business &amp; Financial Ops</td>
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<td>Marketing &amp; Sales</td>
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<td>Legal Occupations</td>
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<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/ Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
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<td>Material Moving Workers</td>
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<td>Production Occupations</td>
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<tr>
<td>TOTALS ABOVE</td>
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</tbody>
</table>

Total One Year Ago

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

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

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

## PART V - Bidder Hiring and Recruitment Practices

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

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

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

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

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

(Signature)  (Title)  (Date Signed)  (Telephone)
STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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), as amended by Public Act 07-1

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 initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: ☐ Initial Certification ☐ Annual Update (Multi-year contracts only.)

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 an Annual 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) “Planning Start Date” is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below;
7) “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 the official authorized to execute the Contract on behalf of the Contractor. I certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principal or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any Gifts to any Applicable Public Official or State Employee.

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 Gifts 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, defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contribution 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 after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g) 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, are listed below:

OPM Ethics Form 1 Rev. 10-31-07
# STATE OF CONNECTICUT
## GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

<table>
<thead>
<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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### Lawful Campaign Contributions to Candidates for the General Assembly:

<table>
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<tr>
<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name ________________________________  Signature of Authorized Official ________________________________

Subscribed and acknowledged before me this _____ day of _____________, 200__.

______________________________________________
Commissioner of the Superior Court (or Notary Public)

### For State Agency Use Only

<table>
<thead>
<tr>
<th>Awarding State Agency</th>
<th>Planning Start Date</th>
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<tbody>
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</table>

<table>
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<tr>
<th>Contract Number or Description</th>
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</table>
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 year 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 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 form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with the 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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 by Connecticut General Statutes 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract except for the agreement listed below:

<table>
<thead>
<tr>
<th>Consultant’s Name and Title</th>
<th>Name of Firm (if applicable)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Start Date</td>
<td>End Date</td>
</tr>
<tr>
<td>Description of Services Provided</td>
<td></td>
</tr>
</tbody>
</table>

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 __________________, 2007

Commissioner of the Superior Court or Notary Public
STATE OF CONNECTICUT
AFFIRMATION OF RECIPIT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of $500,000, pursuant to Connecticut General Statutes 1-101mm and 1-101qq

INSTRUCTIONS:
Complete all sections of the form. Submit completed form to the awarding State agency or contractor, as directed below.

CHECK ONE:
___ I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
___ I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
___ I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:
Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:
I, the undersigned person, contractor, subcontractor, consultant, or the duly authorized representative thereof, affirm (1) receipt of the summary of State ethics laws * developed by the Office of State Ethics pursuant to Connecticut General Statutes 1-81b and (2) that key employees of such person, contractor, subcontractor or consultant have read and understand the summary and agree to comply with its provisions.


_________________________________________  ___________________________
Signature                                          Date

_________________________________________
Printed Name

_________________________________________
Firm or Corporation (if applicable)

_________________________________________
Street Address                                        City  State  Zip

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

Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

INSTRUCTIONS:
For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at $50,000 or more for any year of the contract. Complete all sections of the form. Sign form in the presence of a Commissioner of Superior Court or Notary Public. Submit to the awarding State agency prior to contract execution.

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

Signatory’s Title

Name of Entity

I certify that I am authorized to execute and deliver this affidavit on behalf of _______________ and that _______________

Name of Entity

Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

___________________________________________
Authorized Signatory

___________________________________________
Printed Name

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

___________________________________________
Commissioner of the Superior Court/
Notary Public

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

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

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

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

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

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

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

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

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

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

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision 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 or a loan to an individual for other than commercial purposes.

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

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

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

"Solicit” means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.
Appendix V. 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, including company understanding and compliance with requirements in section 2.5 and complete responses to response requirements enumerated in sections 3.2 and 3.3

[ ] Pricing

[ ] References (Appendix I) including past or current contracts with the State of Connecticut or its agencies

[ ] CHRO Paperwork (Appendix IV), Nondiscrimination Certification, and OPM Ethics forms 1, 5 and 6
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. 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 initiated by the person signing the proposal or his or her authorized designee. Any initials or corrections to the proposal must be original. A conditional proposal is one that is submitted in addition to the proposer’s primary response to the RFP.
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 discretion 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.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.

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

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

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

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

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

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

C. Samples
1. Samples, when required by the RFP, must be submitted strictly in accordance with the requirements of the RFP.

2. 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.

3. 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
Not applicable to this RFP.

III. 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.

4. CSU reserves the right to correct inaccurate awards resulting from its administrative error.

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.

IV. 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. 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 whatever kind or nature and 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 contractor 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 7C.
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
1. Before commencing to perform services pursuant to the contract, the contractor may be required to obtain, at its own cost and for the duration of the contract, the following insurance:
   (a) Commercial General Liability: $1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Broad Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.
   (b) Automobile Liability: $1,000,000 combined single limit per accident for bodily injury. Coverage extends to owned, hired and non-owned automobiles. If the contractor does not own an automobile, but one is used in the execution of the contract, then only hired and non-owned coverage is required. If a vehicle is not used in the execution of the contract then automobile coverage is not required.
   (c) Professional Liability: $1,000,000 limit of liability.
   (d) Workers’ Compensation and Employers Liability: Statutory coverage in compliance with the laws of the State of Connecticut. Coverage shall include Employer’s Liability with minimum limits of $100,000 each accident, $500,000 Disease – Policy limit, $100,000 each employee. An Excess Liability/Umbrella Policy may be used to meet the minimum limit guidelines.
2. The contractor shall provide copies of its Certificates of Insurance to CSU, if requested to do so. The Certificates shall include the following:
   (a) The certificates shall clearly identify the State of Connecticut, its officers, officials, employees, agents, boards and commissions as Additional Insured. The coverage shall contain no special limitations on the scope of protection afforded to the State.
   (b) The certificate shall clearly indicate the project name and project number or some easily identifiable reference to the relationship to the State.
3. The Certificates shall be signed by a person authorized by that insurer to execute contracts on its behalf. The certificate Accord Form 25 Certificate shall indicate a minimum thirty (30) day endeavor to notify requirement in the event of cancellation or non-renewal of coverage.
4. The contractor shall assume responsibility for payment of any and all deductibles applicable to the insurance policies described in Section IV.B.1 above.
5. The contractor’s insurer shall have no right of recovery or subrogation against the State and the described insurance shall be primary coverage.
6. Each required policy of insurance shall provide that it shall not be suspended, voided, cancelled or reduced except after thirty (30) days’ prior written notice sent by certified mail to CSU.
7. "Claims Made" coverage shall be unacceptable, with the exception of Professional Liability.

C. Bonds
Not applicable to this RFP

D. Delivery
1. 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.

E. 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.

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

Central Connecticut State University is an equal opportunity employer.