

Acknowledgment: Receipt of Request-For-Proposal Documents

Bid Number: RFP- CSUS-0328 Addendum #2
Title: Student Billing and Accounting Services

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

Date amendment issued: July 17, 2008
Date amendment received? ____/____/____
Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____
Address: _____
City or Town: _____
Phone: _____
Fax: _____
Received by: _____

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

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Listed below is the question submitted during the question period, with the answer following from each CSUS University location.

At this time, no other questions will be accepted or answered.

Could you please provide the number of borrowers in each of the following statuses?

Enrolled
Grace
Deferred
Repayment
In Collection
Referred/Assigned

CCSU

The number of borrowers for the following as of 6/30/08:

Enrolled	-	748
Grace	-	261
Deferred	-	177
Repayment	-	319
In Collection	-	501
Referred/Assigned	-	178

ECSU

“ In an effort to provide you with a more accurate cost analysis, could you please provide the number of borrowers in each of the following statuses: “

Enrolled	223
Grace	71
Deferred	68
Repayment	198
In Collection	314
Referred/Assigned	112

SCSU

The Number of Borrowers:

Enrolled: 522
Grace: 86
Deferred: 263
Repayment: 1152
In Collections: 251
Referred/Assigned: 154

WCSU

Per the Account Inventory Extract report as of 7/1/08 the number of borrowers for the following are:

Enrolled 220
Grace 102
Deferred 145
Repayment 578
In Collection 325
Referred/Assigned 91

All other terms and conditions of RFP- CSUS-0328 hereby remain unchanged.

Acknowledgment: Receipt of Request-For-Proposal Documents

Bid Number: RFP- CSUS-0328 Addendum #1
Title: Student Billing and Accounting Services

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

Date amendment issued: July 11, 2008
Date amendment received? ____/____/____
Do you plan to submit a proposal? Yes____ No____

Print or type the following information:

Company name: _____
Address: _____
City or Town: _____
Phone: _____
Fax: _____
Received by: _____

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

RFP- CSUS-0328 Addendum #1
Title: Student Billing and Accounting Services

RFP CSUS-0328 IS BEING EXTENDED TO A NEW CLOSING DATE OF TUESDAY, JULY 22, 2008, at 2:00pm local time.

Today, July 11, 2008 at 12 noon is the cutoff for submission of questions.

All other terms and conditions of RFP- CSUS-0328 hereby remain unchanged.



Request for Proposal (RFP) CSUS-0328 for Student Loan Billing and Accounting Services

I. Statement of Objectives:

The Connecticut State University system is seeking qualified professional agencies with specialization in higher education, to perform billing and accounting services relative to tuition, student loans, Perkins loans, or other forms of debt, on behalf of the campuses of Connecticut State University System ("CSUS"). The term of the contract shall be from the date of award through July 31, 2010, with option to renew for an additional two- year period. These accounts are primarily students, or student recipients of federally funded loan programs or of other sources, non-federally funded.

All bids and addenda to bids are posted on the DAS and CSUS Purchasing Portals.

II. Background: Connecticut State University System consists of four comprehensive universities and a system office. CSUS, which serves over 36,000 students, is the largest public university system in the state with almost 90% of its students residents of Connecticut. The universities are located in urban areas: Central Connecticut State University in New Britain, Eastern Connecticut State University in Willimantic, Southern Connecticut State University in New Haven, and Western Connecticut State University in Danbury.

III. Scope of Project:

For the purposes of this RFP, "CSUS" refers to the campuses of the Connecticut State University System, unless otherwise stated. Upon award of a contract from this RFP, the Contractor shall be provided with a list of campus contacts.

The bidder chosen by this RFP must be willing to enter into a Personal Services Agreement with the Connecticut State University System, and be willing to conform with all the regulations and requirements of the State of Connecticut and the Connecticut State University System.

General Requirements

Throughout the term of the agreement, the Contractor shall carry professional liability insurance coverage in an amount not less than \$100,000.

The Contractor shall indemnify and hold CSUS, its officers, employees and agents harmless from any and all claims, actions or demands, damage or property loss and liability including attorney's legal fees arising from the acts or omissions of the services required from the Contractor, its employees or agents in the performance of its obligations under this agreement. Throughout the period of this agreement the Contractor shall retain Hold Harmless type of insurance coverage in an amount of at least \$500,000.

Request For Proposal CSUS-0328
Student Loan Billing and Accounting Services

The Contractor shall accept from CSUS all of CSUS's loan accounts. CSUS shall transfer information on each account to the Contractor, including notification of all borrowers who have been referred to a commercial collection agency, an attorney, or assigned to the state government for collection.

Prepare and mail payment notices to each borrower at monthly, bi-monthly, quarterly, semi-annual or annual intervals as instructed by CSUS.

Prepare and mail delinquency and grace period notices in compliance with the due diligence requirements of the U. S. Department of Education and the Department of Health and Human Services.

Post and report to CSUS all payments from borrowers. All borrowers' remittances shall be to a lockbox and deposited immediately. Each day's receipts shall be transmitted within 24 hours, in accordance with C.G.S. Sections 4-121a and 4-121b, by wire transfer to a bank to be designated by CSUS. All payments must be posted and reported within 72 hours.

The Contractor shall provide CSUS with a transaction journal, at minimum on a weekly basis, detailing payments credited by campus and by Fund.

Process borrower change of address notices as received.

Maintain the services in a manner acceptable to the U. S. Department of Education and the Department of Health and Human Services, continue to review changes in the program as related to the services, and endeavor to adapt the services to such changes as may be necessary.

The Contractor shall provide credit bureau reporting service by providing an electronic file of all accounts both current and past due, produced and updated monthly, to CSUS's choice credit bureau(s).

For accounts of the Perkins (National Defense/Direct) and Nursing Student Loan Programs, all related business will be transacted through the appropriate campus office. For accounts owing for tuition and other items, the Contractor will deal directly with the appropriate campus office.

The Contractor will not assign any interest in this contract without prior written authorization from CSUS.

The Contractor must demonstrate its ability to accept, process, and properly handle Federally Funded student loans and miscellaneous education-related debts. The Contractor must include in its proposal its experience level with Perkins loans.

The Contractor must demonstrate its ability to communicate with CSUS's credit collection agencies in an approved fashion of communication, and show the effectiveness of these communications. The Contractor must demonstrate compliance of all activities with appropriate State and Federal regulatory commissions.

The Contractor will submit to the CSUS campuses copies of correspondence and/or complaints received from the borrowers within (15) fifteen days of receipt of information.

Each amount paid to a CSUS campus must be made for the gross amount collected from the borrowers without deductions of any kind.

If the Contractor receives a bad check from a debtor, the Contractor shall not deduct the amount from the next statement. The Contractor shall not correspond directly with the client, but shall notify CSUS.

Reporting

The Contractor must detail its reporting package stating timeframes, goals, and deadlines as it relates to all reports and remittances. The Contractor must detail the ability to provide payment files by electronic file.

CSUS presently receives the following reports:

- Accounting entries
- Transaction journal
- Address unknown borrowers
- Name and Address Maintenance
- Alphabetical/numeric master list of accounts
- Fiscal Operations
- Historical Summaries
- Student Loan Journal
- Enrolled Borrowers
- Small/Credit Balance
- Paid-in-Full
- Accounts No Longer Delinquent
- Aged Trial Balance
- Candidates for assignment to collection
- NDSL Defaulted Loans
- Intent to Repay
- Transactions against delinquent accounts
- Agency transaction Journal
- Daily Real-time Applied Transactions
- Daily unapplied transactions
- General File Maintenance Transactions
- Input Validation Errors
- Loan Number Change Errors
- Loan Number Change Register
- Social Security Number Change and Loan Number Delete Errors
- Social Security Number Change and Loan Number Delete Register
- Default Reduction Assistance Project

The Contractor shall be capable of providing online service access to its accounts. Please describe the process for accessing the accounts, including security measures. If additional fees are to be incurred for this service, such fees must be outlined clearly in the proposal or will not be considered for payment.

Please prepare a response using two different scenarios for data access:

Each campus shall have a distinct set of records, and shall have access to accounts that are relevant to that campus (not one common database), as well as inquiry access to other campuses.

All campuses shall have a shared database, with records identified as relevant to a campus.

Termination

In the event of inadequate services, which include excessive delays, failure to adhere to the contract

award and unauthorized substitution of services, CSUS shall hold the right to cancel immediately if necessary.

The contract may be cancelled for any reason by either party with thirty (30) days written notice. Any documentation or information pertaining to all activities executed on each account must be returned to CSUS within thirty (30) days from the date of cancellation of the contract.

Upon termination, the Contractor shall provide all information relating to current information and status of each account on file with the Contractor. Electronic data shall include a full description of layout and coding for the information provided. The Contractor shall forward to CSUS all payments and other correspondence, without delay.

IV. Proposal Submission Requirements

- Describe how you or your firm proposes to meet the scope of work.
- Provide summary of reporting capabilities.
- Provide experience within higher education, with special attention made to Perkins loans.
- Provide a detailed list of fees and expenses proposed as well as a timeline for implementation.
- Provide a list of five (5) recent higher education clients, in similar size and scope, that you presently serve. Provide contact names and phone numbers.
- Submit a completed state form regarding nondiscrimination and affirmative action policies.

Provide information on your firm, including client references, as outlined in Section IV.

If relevant, provide sample documents required by your company for the execution of a contract resulting from award of this proposal. Such sample documents must not include governing law statements for states or commonwealths other than Connecticut. Additionally, as an agency of a sovereign state, CSUS cannot indemnify vendors. Any resultant contract award shall incorporate the RFP as well as the awarded vendor's response. Please note that all proposals should include any applicable warranties of service, and should also include proposed language for termination procedures. Termination procedures shall include the following statement: "CSUS reserves the right to cancel the agreement without cause, with thirty days written notice".

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 starting on Page 14.

"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.”

Submittal of Proposals:

One (1) original and eight (8) copies of proposal shall be submitted prior to **2:00 pm on Thursday, July 17, 2008**. Proposals and bids should be sent to the attention of:

Gary M. Ritchey
Connecticut State University System Office
39 Woodland Street
Hartford, CT 06105-2337

PLEASE NOTE: It is the responsibility of all bidders to insure that their bid packages are complete, accurate and delivered prior to the bid deadline. Bids that are faxed, e-mailed or arrive after the submission deadline will be rejected! CSUS is in no way responsible for late delivery by the U.S. mail or any expedited carrier. Please allow sufficient time to assure timely delivery.

V. Instructions to Vendors

- Vendors who are furnished a copy of this RFP are requested to submit a receipt acknowledgement as soon as possible, to ensure timely receipt of potential corrections or cancellations. Those not intending to make a proposal are asked to submit a negative reply.
- Vendors shall provide a fee schedule based upon the scope of services of this RFP.
- RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due. The name and address must appear on the envelope.
- Vendor must answer all the questions and supply all materials required to be considered for award.
- Inclusion of Taxes in Prices: The State of Connecticut is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State. Such taxes must not be included in prices.
- The proposal must be signed by an authorized official. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and number of the person to contact for the purpose of clarifying the contract.

Please Note: All bidders are required to disclose any litigation involving services to schools or universities or debarment in the previous five years related to their billing and accounting services. Disclosure of litigation or debarment will not necessarily cause disqualification, but failure to disclose either pertinent litigation or debarment will disqualify your bid.

VI. General Instructions

Any prospective Contractors must be willing to adhere to the following conditions and must positively state them in the proposal:

1. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (RE: Freedom of Information).
4. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be sole property of the State unless stated otherwise in the RFP or contract.
5. Any price offerings from vendors must be valid for a period of 120 days from the due date of vendor Proposals.
6. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.
7. The terms and conditions outlined in any contract award resulting from this RFP shall survive changes in ownership of the awarded Contractor.
8. The State reserves the right to amend or cancel this RFP, prior to the due date and time, if it is the best interests of the agency and the State.
9. The State reserves the right to reject the proposal of any vendor which is in default of any prior contract or for misrepresentation.
10. The State reserves the right to correct inaccurate awards resulting from its clerical errors.
11. Proposals are subject to rejection in whole or part if they limit or modify any of the terms and conditions and/or specifications of the RFP.

12. A vendor, if requested, must be prepared to present evidence of experience, ability, service facilities, and financial standing necessary to satisfactorily meet the requirements set forth or implied in the proposal.

13. 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.

14. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the vendor's proposal preparation.

15. Vendor shall bear all costs associated with Vendor's response to this request for proposal including the costs of any presentations and/or demonstrations (if any).

16. The proposal must include a summary of the bidder's experience with Affirmative Action. This information is to include a summary of the bidder's affirmative action plan and the bidder's affirmative action policy statement.

Regulations of Connecticut State Agencies Section 4-114a-3(10) requires agencies to consider the following factors when awarding a contract which is subject to contract compliance requirements:

- a. the bidder's success in implementing an affirmative action plan;
- b. The bidder's submission of CSRO required data indicating that the composition of its work force is or at nearby parity when compared to the racial and sexual composition of the work force in the relevant labor market area, and
- c. The bidder's promise to set aside a portion of the contract for legitimate small Contractors and minority enterprises.

VIII Special Requirements of all Bidders:

Vendor shall comply with the requirements of the Gramm-Leach-Bliley Act, [15 U.S.C. § 6801](#), et seq., and the rules and regulations promulgated thereunder ("GLB"), dealing with the confidentiality of customer data and information. and any agreement executed by the vendor and CSUS shall contain the following provisions:

1. Definition of Covered Data and Information: "Covered data and information" means all customer data and information required to be protected under GLB, whether in paper, electronic or other form. "Covered data and information" also refers to financial information that CSUS has obtained from a customer in the process of offering a financial product or service, or such information provided to CSUS by another financial institution. "Offering a financial product or service" to a customer includes offering student loans, receiving income tax information from a current or prospective student or that student's parent(s) or legal guardian(s) as part of a

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financial aid application, offering credit or interest bearing loans, and other miscellaneous financial services as defined in 12 C.F.R. §225.28. Examples of “covered data and information” relating to such products or services are names, addresses, phone numbers, bank and credit card account numbers, income and credit histories and social security numbers. “Covered data and information” shall also include any credit card information received in the course of business by CSUS, whether or not such credit card information is covered by GLB.

2. Acknowledgment of Access to Covered Data and Information: Access to the following categories of covered data and information is anticipated under the Agreement:

Data and information collected and/or maintained in connection with student loan accounts and related financial and personal information.

3. Prohibition on Unauthorized Use or Disclosure of Covered Data and Information: Contractor agrees to hold the covered data and information in strict confidence. Contractor shall not use or disclose, or permit the use or disclosure of, covered data and information received from or on behalf of CSUS except as permitted or required by the Agreement, as required by law, or as otherwise authorized in writing by CSUS.

4. Safeguard Standard: Contractor expressly warrants and represents to CSUS that it has implemented and currently maintains safeguards for the protection of covered data and information that comply with the safeguarding requirements of GLB.

5. Return or Destruction of Covered Data and Information: Upon termination, cancellation, expiration or other conclusion of the Agreement, Contractor shall:

a. Return to CSUS or, if return is not feasible, destroy all covered data and information in whatever form or medium that data or information was received from, or created on behalf of, CSUS by Contractor. This provision shall also apply to all covered data and information that is in the possession of subContractors or agents of Contractor. In such case, Contractor shall retain no copies of such information, including any compilations derived from and allowing identification of covered data and information. Contractor shall complete such return or destruction as promptly as possible, but not less than thirty (30) days after the effective date of the conclusion of this Agreement. Within such thirty- (30) day period, Contractor shall certify in writing to CSUS that such return or destruction has been completed.

b. If Contractor believes that the return or destruction of covered data and information is not feasible, Contractor shall provide written notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the parties that return or destruction is not feasible, Contractor shall extend the protections of this Agreement to covered data and information received from or created on behalf of CSUS, and limit further uses and disclosures of such covered data and information, for so long as Contractor maintains the covered data and information.

6. Rights to Reports, Access and Inspection: Contractor shall, upon request from CSUS, provide to CSUS, within two (2) business days of receiving such request, access to and the right to inspect: (i) any assessment of internal and external risks to the security of covered data and information maintained by Contractor; (ii) Contractor’s information security plan or program;

(iii) any record(s) of unauthorized use or disclosure of covered data and information maintained by Contractor and of the steps taken by Contractor in response to such unauthorized use or disclosure, provided, however, that Contractor shall not be obligated to afford CSUS access to any records, data or information the disclosure of which would violate the provisions of GLB or any other applicable law or regulation.

7. Termination: Notwithstanding, and in addition to, any termination rights of the parties set forth in the Agreement, if CSUS reasonably determines in good faith that Contractor has materially breached any of its obligations under this Addendum, CSUS, in its sole discretion, shall have the right to:

- a. exercise any of its rights to reports, access and inspection under this Agreement; and/or
- b. require Contractor to submit to a plan of monitoring and reporting, as CSUS may determine necessary to maintain compliance with the terms of this Agreement; and/or
- c. provide Contractor with a fifteen (15) day period to cure the breach; and/or
- d. terminate this Agreement immediately if Contractor has breached a material term of this Agreement and cure is not possible.

Before exercising any of these options, CSUS shall provide written notice to Contractor describing the violation and the action, which CSUS intends to take.

8. Subcontractors and Agents: If Contractor intends to provide any covered data and information which was received from, or created for, CSUS to a subcontractor or agent, prior to the provision of such data and information to such subcontractor or agent, Contractor shall: (i) notify CSUS of its intent to provide covered data and information to such subcontractor or agent; (ii) require such subcontractor or agent to agree, in writing, to comply with the same restrictions and conditions as are imposed upon Contractor by this Agreement; and (iii) provide to CSUS a copy of the written agreement described in subsection (ii) hereof.

9. Maintenance of the Security of Electronic Information: Contractor shall develop, implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained or transmitted covered data and information received from, or on behalf of, CSUS.

10. Reporting of Unauthorized Disclosures or Misuse of Covered Data and Information: Contractor shall report to CSUS any use or disclosure of covered data and information not authorized by this Agreement or in writing by CSUS. Contractor shall make the report to CSUS as expeditiously as possible, but not later than twelve (12) hours after Contractor learns of such use or disclosure. Contractor's report shall identify: (i) the nature of the unauthorized use or disclosure; (ii) the covered data and information used or disclosed; (iii) the identity of the person or entity who or which made the unauthorized use or received the unauthorized disclosure; (iv) the actions which Contractor has taken or will take to mitigate any deleterious effect of the unauthorized use or disclosure; and (v) the corrective action Contractor has taken or shall take to prevent future similar unauthorized use or disclosure. Contractor shall provide such other information, including a written report, as reasonably requested by CSUS.

11. Indemnity: Contractor shall defend and hold CSUS harmless from all claims, liabilities, damages, or judgments involving a third party, including CSUS's costs and attorneys' fees, which arise as a result of Contractor's failure to meet any of its obligations under this Agreement or GLB. Contractor shall also reimburse CSUS for any and all costs incurred by CSUS in connection with the notification of customers of loss, damage, or unauthorized access to covered data and information resulting from Contractor's failure to meet any of its obligations under this Agreement or GLB.

VIII. Evaluation of Proposals

Each proposal will be evaluated by a screening committee against the following criteria to determine which vendor is most capable of implementing the State's requirements.

- Demonstrated ability and past experience to perform the specified work
- Vendor's understanding of the project and its purpose and scope, as evidenced by the proposed approach and the level of effort
- Ability to provide state of the art processes
- Competitiveness of proposed fee structure
- Specialization in higher education
- Local presence within the State of Connecticut
- Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO).
- A presentation to the screening committee may be requested.

IX. Rights Reserved to the Connecticut State University System

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

X. Terms and Conditions of the Personal Service Agreement (PSA)

After an evaluation of all proposals the successful bidder and CSUS shall enter a Personal Service Agreement (PSA) for the services outlined within this RFP governed by the Laws and Statutes of the State of Connecticut including the terms and conditions contained below.

These terms and conditions are not subject to any changes or modifications.

TERMS/CONDITIONS

EXECUTIVE ORDERS

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971, and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a party hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the State Labor Commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the State Labor Commissioner. This contract is also subject to provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service. This contract is also subject to provisions of Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, and, as such, this contract may be cancelled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Sixteen, notwithstanding that the Labor Commissioner may not be a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Sixteen is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

I. NON-DISCRIMINATION

(a). For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Conn. Gen. Stat. subsection 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

For purposes of this Section, "Commission" means the Commission on Human Rights and Opportunities.

For purposes of this Section, "Public works contract" means any agreement between any individual, firm or corporation and the state or any political subdivision of the state other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or

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other changes or improvements in real property, or which is financed in whole or in part by the state, including but not limited to, matching expenditures, grants, loans, insurance or guarantees.

(b) (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action - equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and Conn. Gen. Stat. subsections 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. subsections 46a-56, 46a-68e and 46a-68f; (b) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56. If the Contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

c. Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

d. The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. subsection 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

f. The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this contract and as they may be adopted or amended from time to time during the term of this contract and any amendments thereto.

g. The Contractor agrees to follow the provisions: The contractor agrees and warrants that in the performance of the agreement such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or

**Request For Proposal CSUS-0328
Student Loan Billing and Accounting Services**

understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to Section 46a-56 of the general statutes; the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and Section 46a-56 of the general statutes.

h. The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Section 46a-56 of the general statutes; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

INSURANCE

The contractor agrees that while performing services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of services.

STATE LIABILITY

The State of Connecticut shall assume no liability for payment for services under the terms of this agreement until the contractor is notified that this agreement has been accepted by the contracting agency 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.

SEEC FORM 11

**NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND
PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND
SOLICITATION BAN**

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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



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 Rill'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 time of 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; and
- 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 hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals 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 a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation

of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Signature of Authorized Official

Printed Contractor Name

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency
Planning Start Date

Contract Number or Description





**STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT**

Affidavit to accompany a State contract for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. **If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1):** Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

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

Consultant's Name and Title _____
Name of Firm (if applicable)

Start Date _____
End Date _____
Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official? YES NO

If YES: _____
Name of Former State Agency _____
Termination Date of Employment

Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Name of Bidder or Vendor	Signature of Chief Official or Individual	Date
	Printed Name (of above)	Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

**Commissioner of the Superior Court
or Notary Public**



STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Affirmation to accompany a large State construction or procurement contract, having a cost of more than \$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.

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

 Signature _____ Date

 Printed Name _____ Title

 Firm or Corporation (if applicable)

 Street Address _____ City

State Zip

NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, signer's name, signer's title, of name of entity, an entity lawfully organized and existing under the laws of name of state or commonwealth, do hereby certify that the following is a true and correct copy of a resolution adopted on the ____ day of ____, 20____ by the governing body of name of entity, in accordance with all of its documents of governance and management and the laws of name of state or commonwealth, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That name of entity hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this ____ day of ____, 20____.

Signature

Effective June 25, 2007

CONTRACT
PROPOSAL
Please read
carefully



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

THIS FORM AND
REQUIRED PROPOSAL
SCHEDULE MUST BE
RETURNED

BID NUMBER CSU-0328	DATE OF BID OPENING July 17, 2008	TIME OF BID OPENING 2:00 PM local time	AMOUNT OF SURETY (if required) - none -	DATE ISSUED July 1, 2008
COMMODITY CLASS/SUBCLASS AND DESCRIPTION Student Loan Billing and Accounting Services			PRE-BID SITE VISIT: N/A	
DIRECT ALL QUESTIONS TO: Gary M. Ritchey		TELEPHONE: (860) 493-0046		
FOR The four campuses of the CSUS		CONTRACT PERIOD OR DATE REQUIRED Per the attached requirements		

REQUEST FOR PROPOSAL

Pursuant to the provisions of Section 4a-57 of the General Statutes of Connecticut as amended. SEALED BIDS WILL BE RECEIVED by the Finance Department of the Connecticut State University ("CSU") for furnishing the commodities and/or services herein listed.

AFFIRMATION OF BIDDER

The undersigned bidder affirms and declares:

1. That this proposal is executed and signed by said bidder with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.
2. That should any part of this proposal be accepted in writing by CSU within one hundred twenty (120) calendar days from the date of bid opening unless an earlier date for acceptance is specified by bidder in proposal schedule, said bidder will furnish and deliver the commodities and/ or services for which this proposal is made, in the quantities, and at the prices bid, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of one hundred twenty (120) days or and earlier date specified by bidder in proposal schedule, such award shall be conditioned upon bidder's acceptance.

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the commodities and/or services to the state agency or agencies named in the proposal at the prices bid therein.

SIGNATURE WHEN BIDDER IS AN INDIVIDUAL	TYPE OR PRINT NAME OF INDIVIDUAL			DOING BUSINESS AS (Trade Name)					
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE			
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS BID			SOCIAL SECURITY NUMBER		DATE EXECUTED			
	TYPEWRITTEN NAME				TELEPHONE NUMBER				
SIGNATURE WHEN BIDDER IS A FIRM	NAME (Type or print names of all partners)		TITLE		NAME				
	NAME		TITLE		NAME				
	NAME		TITLE		NAME				
	DOING BUSINESS AS (Trade Name)			BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS BID			F.E.I. NUMBER		DATE EXECUTED			
TYPEWRITTEN NAME				TELEPHONE NUMBER					
SIGNATURE WHEN BIDDER IS A CORPORATION	FULL NAME OF CORPORATION					INCORPORATED IN WHAT STATE			
	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE	F.E.I. NUMBER		
	PRESIDENT			SECRETARY			TREASURER		
	WRITTEN SIGNATURE OF CORPORATE OFFICIAL OR PERSON DULY AUTHORIZED TO SIGN BIDS ON BEHALF OF THE ABOVE CORPORATION					TITLE			
	TYPEWRITTEN NAME			TELEPHONE NUMBER			DATE EXECUTED		

RETURN THIS FORM IMMEDIATELY!

Acknowledgment: Receipt of Request-For-Proposal Documents

Bid Number: **CSU-0328**

Title: **Student Loan Billing Services Agreement**

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

Date Issued: July 1, 2008
Date bid received? ____/____/____

Do you plan to submit a proposal? Yes ____ No ____

Print or type the following information:

Company name: _____

Address: _____

City or Town: _____

Phone: _____

Fax: _____

Received by: _____

E-mail _____

Note: Faxed acknowledgments are requested! FAX (860) 493-0006

A cover sheet is NOT necessary.

IMPORTANT: DO NOT FAX BIDS.

BIDS MUST BE SUBMITTED IN SEALED PACKAGES!

Instructions to Bidders

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

Contract Provisions

This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

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

Non-Discrimination

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

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved; (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56. If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For the purposes of this section, "minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.

(e) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(a) Every contract to which the state or any political subdivision of the state other than a municipality is a party shall contain the following provisions: (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; (4) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor which relate to the provisions of this section and section 46a-56.

(b) The contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

BIDDER'S CHECK LIST

This form need not be returned with your bid. It is suggested that you review and check off each action as you complete it.

___ 1. The bid has been signed by a duly authorized representative of the company (unsigned bids are automatically rejected).

___ 2. The bid prices you have offered have been reviewed and verified.

___ 3. The price extensions and totals have been checked. (In case of discrepancy between unit prices and total prices, the unit price will govern the bid evaluation).

___ 4. Any errors, alterations, corrections or erasures to unit prices, total prices, et cetera are initialed by the person who signs the proposal or his designee. Such changes made and not initialed will automatically reject the bid.

___ 5. The Employment Information Form EEO-1 has been completed and submitted with the bid.

___ 6. The payment terms are net 45 days. Net terms for periods less than 45 days may result in bid rejection. (You may offer cash discounts for prompt payment).

___ 7. Any technical or descriptive literature, drawings or bid samples that are required have been included with the bid.

___ 8. The amount of bid surety, if applicable, has been checked and the surety has been included.

___ 9. Any addenda to the bid have been signed and included.

___ 10. The envelope has been addressed to: Finance Department
Connecticut State University
39 Woodland Street
Hartford CT 06105-2337

___ 11. The envelope has been clearly marked with the bid number and bid opening date.

___ 12. If additional copies are required as part of your response, make sure the original is clearly marked.

___ 13. The bid is mailed or hand-delivered in time to be received no later than the designated opening date and time (usually 2:00 PM). Late bids are **NOT** accepted under any circumstances. Faxed responses are not accepted. Please allow enough time if mailing your proposal.

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following **BIDDER CONTRACT COMPLIANCE MONITORING REPORT** must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

7. Definition of Small Contractor

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

<p>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.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>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.</p> <p>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..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>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.</p>
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8. Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- 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.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I – Bidder Information

(Page 3)

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

PART II – Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	9. 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__
10. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.

Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V – Bidder Hiring and Recruitment Practices

11. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				12. Check (X) any of the below listed requirements that you use as a hiring qualification (X)		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
State Employment Service					Work Experience	
Private Employment Agencies					Ability to Speak or Write English	
Schools and Colleges					Written Tests	
Newspaper Advertisement					High School Diploma	
Walk Ins					College Degree	
Present Employees					Union Membership	
Labor Organizations					Personal Recommendation	
Minority/Community Organizations					Height or Weight	
Others (please identify)					Car Ownership	
					Arrest Record	
					Wage Garnishments	

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Connecticut State University System



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

STANDARD TERMS AND CONDITIONS

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 CSUS 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. CSUS reserves the right to amend or cancel an RFP prior to the date and time for the opening of proposals. CSUS, 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 CSUS.
2. Proposals received from proposers debarred by the State of Connecticut will not be considered for award.
3. CSUS 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 CSUS.
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 CSUS. In addition, answers or clarifications sought by CSUS arising out of or in connection with the proposal shall be furnished by the proposer at the proposer's expense.
6. CSUS 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 CSUS or any employee thereof shall not be binding.

B. Submission of Proposals

1. Proposals must be submitted on forms supplied by CSUS. 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 CSUS. Proposals received in the applicable CSUS purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSUS after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.

8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSUS. 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 CSUS, 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. CSUS does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSUS, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSUS 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 CSUS 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 CSUS's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSUS 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 CSUS. The proposer may rely only upon a response to a request for clarification set forth in writing by CSUS.
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 CSUS. All samples, unless otherwise indicated, will become the property of CSUS 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 CSUS 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 CSUS.

D. Bonding Requirements / Guaranty or Surety/ Insurance Requirements: As per requirements in 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. CSUS 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 CSUS in the award determination.
3. CSUS 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 CSUS's judgment, the best interests of CSUS or the State of Connecticut will be served.
4. CSUS reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSUS 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 CSUS's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSUS.

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 CSUS may contain the following provisions, as deemed applicable by CSUS:

A. General Conditions

1. Any product developed and accepted by CSUS under a contract awarded as a result of an RFP shall be sole property of CSUS, 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 CSUS.
3. The contractor shall defend, indemnify and hold harmless CSUS, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSUS 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 CSUS'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 CSUS, 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 CSUS shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSUS 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 CSUS 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 CSUS.
12. CSUS reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSUS, said commodities shall be removed by the contractor, at the contractor's expense, from the CSUS 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 CSUS 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 CSUS to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSUS for excess costs incurred by CSUS due to these purchases, and these purchases shall be deducted by CSUS 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 CSUS. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSUS.
17. Upon termination of the contract by CSUS, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSUS 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 CSUS.
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 CSUS 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: As per the requirements within this RFP.

C. Bonds: As per the requirements within 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 CSUS 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 CSUS.
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 CSUS.
3. After delivery and installation of any equipment provided pursuant to the contract, the contractor shall certify to CSUS that the equipment has been properly installed and is ready for use. Thereafter, for a test period of sixty (60) days, CSUS 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 CSUS for advertising and promotional purposes without the prior approval of CSUS shall be expressly prohibited.