



Request for Proposal (RFP) CSUS-0323

Purchase and Reconditioning of Avaya Telephones

I. Statement of Objectives:

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

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

II. Background:

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

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

III. Scope of Project:

The Connecticut State University System (CSUS) is soliciting proposals from authorized Avaya resellers to provide new and reconditioned Avaya telephones, and the reconditioning of used Avaya telephones based on the listing included in this RFP. All bidders must be authorized Avaya resellers. Any bid received from a bidder who is not an authorized Avaya reseller will be rejected irrespective of price. Pricing must be supplied to cover the period from May 16, 2008 through May 15, 2011, with a CSUS option to extend the agreement for an additional year to expire May 15, 2012.

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

IV. Vendor Information:

1. Vendor Overview

Please provide the following:

- The Name and location of your company.

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

1. Client Base

Provide specific reference information for four clients you have served, relevant to the work proposed, to include:

At least three must be higher education installations.

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

The references must be relevant to services performed in the last 36 months, and shall include their level of acceptance of those services.

V. Proposal Submission Requirements:

Provide a detailed list of costs including all delivery costs.

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

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 9.

“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.”

Submit completed state forms regarding nondiscrimination and affirmative action policies.

The Non-Discrimination form must be completed and submitted. The affidavits are required of all bidders awarded a contract, at the time of the award of the contract. Except as noted below.

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

One (1) original and four (4) copies of proposal shall be submitted prior to 2:00pm on May 1, 2008 and should be sent to the attention of:

Andy Heyl Associate for Purchasing
Connecticut State University System
39 Woodland Street
Hartford, CT 06105
(860) 493-0047

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

VI. General Instructions to Vendors:

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



are asked to submit a negative reply.

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

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

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

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

VII. General Conditions:

1. The State reserves the right to accept or reject any or all proposals submitted for consideration. All proposals will be kept sealed and safe until the date, time and place of public opening.
2. Any contract awarded as a result of this RFP must be in full conformance with statutory requirements of the State of Connecticut and the Federal Government.
3. All proposals in response to this RFP are to be the sole property of the State, and subject to the provisions of section 1-210 of the Connecticut General Statutes. (Re: Freedom of Information).
 1. Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP is to be sole property of the State of Connecticut unless stated otherwise in the RFP or contract.
 2. Any proposal must be valid for a period of 120 days from the due date.
 3. Any alleged oral agreement or arrangement made by a firm with CSUS or any employee will be superseded by the written agreement.
1. CSUS reserves the right to amend or cancel this RFP, prior to the due date and time, if it is in the best interests of CSUS.
2. CSUS reserves the right to reject the proposal of any firm which is in default of any prior contract or for misrepresentation
3. CSUS reserves the right to correct inaccurate awards resulting from its clerical errors.
4. 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.
5. 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.
6. 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.
7. By responding, the vendor implicitly states that the proposal is not made in connection with any competing vendor submitting a separate response to the RFP, and is in all respects fair and without collusion or fraud. It is further implied that the vendor did not participate in the RFP development process, had no knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSUS participated directly or indirectly in the vendor' s proposal preparation.
8. 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).
9. 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 4a – 60 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 promise to develop and implement a successful Affirmative Action Plan;
- c. The bidder' s submission of EE0-1 data indicating that the composition of its work force is nearly parity when compared to the racial and sexual composition of the work force in

- relevant labor market area, and
 - d. The bidder's promise to set aside a portion of the contract for legitimate small contractors and minority enterprises.
10. The State reserves the right to award in part, to reject any and all Proposals in whole or in part, to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the State will be served.

VIII. Evaluation of Proposals:

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

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

IMPORTANT NOTE Bidders will be ranked based on their pricing of Avaya Telephone Products. The pricing for non-Avaya branded items in the equipment list will be used as a tie-breaker only.

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

Demonstration of commitment to affirmative action by full compliance with the regulations of the commission on Human Rights and Opportunities (CHRO).

IX. Rights Reserved to Connecticut State University System:

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

RFP CSUS-0323 AVAYA TELEPHONE EQUIPMENT				
PRICING TEMPLATE				
NOTE: CONTRACT AWARD MAY BE				
MADE TO MULTIPLE VENDORS. ANY BIDDER WHO IS UNABLE TO PROVIDE PRICING FOR AT LEAST 75% OF LISTED ITEMS (EITHER NEW OR RECONDITIONED) MAY BE DISQUALIFIED AT CSUS OPTION		The following conditions must be met by all bidders:		
		All bidders must be an authorized Avaya dealer.		
		All prices must include shipping and handling.		
		All pricing must be a specific percentage, no ranges will be cons		



	NEW	NEW		RECONDITIONED	RECONDITIONED
Commodity Type	Discount off list	Warranty Terms		Discount off list	Warranty Terms
A. Avaya telephone equipment not listed on subsequent pages (list pricing for both new and reconditioned if able to supply both)					
B. Avaya Circuit cards (Ex. TN746B, TN754B, TN793B etc.)					
C. Other Avaya components (Ex. Handsets, headsets cords SERIES 6400 & 7400 Analog and digital)					
RFP CSUS-0323 AVAYA TELEPHONE EQUIPMENT					
PRICING TEMPLATE					
NOTE: CONTRACT AWARD MAY BE MADE TO MULTIPLE VENDORS. ANY BIDDER WHO IS UNABLE TO PROVIDE PRICING FOR AT LEAST 75% OF LISTED ITEMS (EITHER NEW OR RECONDITIONED) MAY BE DISQUALIFIED AT CSUS OPTION					
		The following conditions must be met by all bidders:			
		All bidders must be an authorized Avaya dealer.			
		All prices must include shipping and handling.			
		All pricing must be a specific number, no ranges will be considered.			
Avaya or Related Product	Item number	Cost New	Warranty	Cost refurbished	Warranty
2500 Analog Telephone Sets	3100-1TD				
2554 Wall Telephone Sets	3100-TTW				
6221 Telephone Sets	6221				
7406+ Telephone Sets	3182-PLSA				
7444 Telephone Sets	3187-PWRA				
6402D Telephone Sets	3302-02G				
6408D+ Telephone Sets	3304-8SG				
6416+ Telephone Sets	3306-6M				
TN746B 16 Port Analog Cards	63136				
TN754B 8 Port Digital Cards	63114B				
TN2181 16 Port Digital Cards	63841				
TN2224 24 Port Digital Cards	63869				
TN 753 D.I.D.	63116				
TN 556B ISDN/BRI	65512				
6400 series Analog & Digital Cords	6400				
6400 series Analog & Digital Handsets	6400				
7400 series Analog & Digital Cords	7400				

7400 series Analog & Digital Handsets	7400				
Avaya or Related Product	Item number	Cost New	Warranty	Cost refurbished	Warranty
AASTRA 9116LP Single line centrex/pbx set with caller ID					
AT&T 945 Multi Line Analog Phone (4 Line)					
AT&T 950 Single line phone with caller ID					
Avaya 6408D+					
Avaya 6416D+					
Avaya 6424D+					
Avaya XM24 Module - 24 button expansion mod for the 6416 and 6424 sets					
Avaya 4602SW					
Avaya 4610SW					
Avaya 4621SW					
Avaya 4625SW					
Circuit Cards					
TN2302AP Media Processor V10+					
TN2312BP IPSI Board					
TN799DP C-LAN with Adapter					
TN2501AP VAL Circuit Card					
GN NETCOM Headsets					
GN9120 Wireless					
RHL1000 Handset Lifter					
List Price minus Percentage for	Plantronics	Products not	listed	in RFP	
List Price minus Percentage for	Polycom	Products not	listed	in RFP	
Avaya or Related Product	Item number	Cost New	Warranty	Cost refurbished	Warranty
Plantronics Headsets					
H41 Mirage					
H51 Supra					
M22 Vista Modular AMP					
CS55 Wireless					

AWH55+ Wireless				
HL10 Handset Lifter				
3124-HIC Headset Adapter Cable				
3124-HIP Headset Adapter Cable				
Polycom Soundstation Conference Phones				
Polycom Soundstation2 EX Wireless				
Soundstation2 Basic without Display				
Soundstation2 EX (Expandable with extension microphones)				
Soundstation2 Extension Microphones				
Avaya 2490 Polycom Digital Soundstation for Avaya PBX				
Polycom 4690 IP Conference Phone				
Extension Microphones for Soundstation 2 EX wireless				
NOTE: The great majority of Telephone Sets to be purchased under this agreement will be refurbished				
	RFP CSUS-0323 AVAYA TELEPHONE EQUIPMENT			
	PRICING TEMPLATE			
Cost to Refurbish the Following CSUS Owned Components				
Cost to include return shipping cost				
Telephone set or Component		Cost to Refurbish		Warranty
7406+ Telephone Sets				
6416 Telephone Sets				
7444 Telephone Sets				
TN793B 24 Port Analog Cards				
TN2224 Digital Cards				
6221 Telephone Sets				
8400 Series				
6408				

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."

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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.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell' s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

Complete all sections of the form. Attach additional copies of this certification, if necessary, to provide full disclosure about any gifts made to any public official or employee of the awarding State agency. Sign and date form in the presence of a Commissioner of the Superior Court or Notary Public. Submit completed form to the awarding State agency at the time of contract execution.

CHECK ONE:

- Initial gift and campaign contribution certification.
- Annual update of initial gift and campaign contribution certification. (Multi-year contracts only.)

CERTIFICATION: [Number of Certifications Sworn and Subscribed On This Day: _____]

I, the undersigned, am the official authorized to execute the attached contract on behalf of the contractor (named below). I hereby certify that no gifts were made, as defined and described in C.G.S. §§ 4-250(1) and 4-252(c)(1), between the date (indicated below) that the awarding State agency began planning the project, services, procurement, lease or licensing arrangement covered by this contract and the execution date of this contract, except for the gift(s) listed below:

<u>Date of Gift</u>	<u>Name of Gift Giver</u>	<u>Name of Recipient</u>	<u>Value</u>	<u>Gift</u>
<u>Description</u>				

I further certify that neither I, nor any principals or key personnel of the contractor, nor any principal

personnel of the agents of such contractor, know of any action by such contractor to circumvent the above prohibition on gifts by providing for any other principals, key personnel, officials, employees or agents of such contractor to provide a gift to any public official or employee, as described in C.G.S. § 4-250(c).

I further certify that, on or after December 31, 2006, neither I, nor any principals or key personnel of the contractor, nor any principals or key personnel of the agents of such contractor, made a contribution to, or solicited a contribution on behalf of, any campaigns of candidates for statewide public office or the General Assembly.

I further certify that the contractor made the bid or proposal without fraud or collusion with any person.

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

_____	_____	
Printed Contractor Name	Signature of Authorized Official	Date
_____	_____	
Federal Employer ID Number (FEIN) or Social Security Number (SSN)	Printed Name of Authorized Official	
_____	_____	
Awarding State Agency Execution Date	Start Date of Agency Planning	Contract

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

Commissioner of the Superior Court
or Notary Public



**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 c



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? c YES c 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
_____	_____	_____
Federal Employer ID No. (FEIN) State Agency or Social Security Number (SSN)	Printed Name (of above)	Awarding

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

**Commissioner of the Superior Court
or Notary Public**
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 common-wealth), 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-



IN WITNESS WHEREOF, the undersigned has executed this certificate this ____ day of _____, 20__.

By : _____
Print Name:

Title: _____

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

BO-1

RFP NUMBER CSUS-0323	DATE OF OPENING May 1, 2008	TIME OF OPENING 2:00 PM Local Time	AMOUNT OF SURETY (if required) - none -	DATE ISSUED April 16, 2008
COMMODITY CLASS/SUBCLASS AND DESCRIPTION Avaya Telephones			REQUIRED Site Visit: Not applicable	
Direct all questions to: Andy Heyl		Telephone: (860) 493-0047		
FOR Telecommunications		CONTRACT PERIOD OR DATE REQUIRED As per RFP		

REQUEST FOR PROPOSAL

Pursuant to the provisions of Sections 10a-151b and 4-217 of the General Statutes of Connecticut as amended. SEALED PROPOSALS WILL BE RECEIVED BY THE Finance Department of the Connecticut State University (" CSU") for furnishing the services herein listed.

AFFIRMATION OF PROPOSER

The undersigned affirms and declares:

That this proposal is executed and signed with full knowledge and acceptance of the provisions of the laws of the State of Connecticut, and the terms and conditions listed herein.

That should any part of this proposal be accepted in writing by CSU within ninety (90) calendar days from the date of opening unless an earlier date for award is specified in proposal schedule, said proposer will furnish and deliver the services for which this proposal is made, at the rates offered and fee schedule specified in proposal schedule, and in compliance with the provisions listed herein. Should award of any part of this proposal be delayed beyond the period of ninety (90) days or an earlier date specified in proposal schedule, such award shall be conditioned upon proposer' s acceptance.

PROPOSAL. The undersigned, accepting the conditions set forth herein, hereby agrees in strict accordance therewith, to furnish and deliver the services to the Connecticut State University at the prices bid therein.

TYPE OR PRINT NAME OF INDIVIDUAL	DOING BUSINESS AS (Trade Name)
----------------------------------	--------------------------------



SIGNATURE WHEN PROPOSER IS AN INDIVIDUAL	BUSINESS ADDRESS		STREET	CITY	STATE	ZIP CODE	
	WRITTEN SIGNATURE OF INDIVIDUAL SIGNING THIS PROPOSAL				SOCIAL SECURITY NUMBER		DATE EXECUTED
	TYPEWRITTEN NAME					TELEPHONE NUMBER	
SIGNATURE WHEN PROPOSER IS A FIRM	NAME (Type or print names of all partners)			TITLE		NAME	TITLE
	NAME			TITLE		NAME	TITLE
	DOING BUSINESS AS (Trade Name)				BUSINESS ADDRESS		STREET CITY STATE ZIP
	WRITTEN SIGNATURE OF PARTNER SIGNING THIS PROPOSAL				F.E.I. NUMBER		DATE EXECUTED
	TYPEWRITTEN NAME					TELEPHONE NUMBER	
SIGNATURE WHEN PROPOSER 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 PROPOSALS 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: CSUS-0323

Title: Avaya Telephones

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

Date Issued:

April 16, 2008

Date 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!****Connecticut State University System**

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

STANDARD TERMS AND CONDITIONS**DEFINITIONS**

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

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

TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS**1. General Conditions**

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

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

Submission of Proposals

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
 2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
 3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
 4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
 5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
 6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
 7. Alterations or corrections to the proposal must be initiated by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
 8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
 9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.
- 11 Each proposer's prices must be firm for a period up to 120 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
1. 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.
 2. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
 3. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.

4. 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.
5. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
6. 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.
7. 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.

1. Samples

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

D. Bonding Requirements / Guaranty or Surety See Text of RFP

CONTRACT AWARD

1. All proposals properly submitted will be opened and read publicly. Upon award, the proposals are subject to public inspection. CSU will not prepare abstracts of proposals received for distribution, nor will information concerning the proposals received be c
telephone.

2. Award will be made to the lowest responsible qualified proposer who complies with the proposal requirements. Price alone need not be the sole determining factor for an award. Other criteria, listed in the RFP, may be considered by CSU in the award determination.
3. CSU reserves the right to grant an award and/or awards by item, or part thereof, groups of items, or all items of the proposal and to waive minor irregularities and omissions if, in CSU's judgment, the best interests of CSU or the State of Connecticut will be served.
4. CSU reserves the right to correct inaccurate awards resulting from its administrative errors.
5. The Award Notice and Offer (to enter into a formal contract) shall be sent to the awarded proposer by first class certified mail, return receipt requested, to the address provided in the awarded proposal, or by overnight courier. The Notice and Offer shall constitute an offer by CSU to enter into negotiations to come to a formal contract agreement. If the proposer, within ten (10) business days of receipt of said Notice and Offer, declines to begin contract negotiations, then the offer to negotiate a contract may be withdrawn and an offer to negotiate a contract extended to the next lowest responsible qualified proposer, and so on until a contract is negotiated and executed.
6. Each proposal submitted shall constitute an offer by the proposer to furnish any or all of the commodities or services described therein at the prices given and in accordance with conditions set forth in the proposal, the RFP, and these "Standard Terms and Conditions." Acceptance and resulting contract formation shall be in a formal written document authorized by CSU's Purchasing Department and where applicable, approved by the Attorney General, and shall comprise the entire agreement between the proposer and CSU.

TERMS AND CONDITIONS RELATED TO CONTRACT WITH SUCCESSFUL PROPOSER

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

General Conditions

1. Any product developed and accepted by CSU under a contract awarded as a result of an RFP shall be sole property of CSU, unless stated otherwise in the contract.
1. Data collected or obtained by the contractor in connection with the performance of the contract shall not be shared with any third party without the express written approval of CSU.
2. The contractor shall defend, indemnify and hold harmless CSU, its officers and employees, against any and all suits, actions, legal or administrative proceedings, claims, demands, damages, liabilities, monetary loss, interest, attorney's fees, costs and expenses of whatsoever kind or nature arising out of the performance of the agreement, including those arising out of injury to or death of contractor's employees or subcontractors, whether arising before, during or after completion of the services thereunder and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part, by reason of any act, omission, fault or negligence of contractor or its employees, agents or subcontractors. Without limiting the foregoing, the contractor shall defend, indemnify and hold CSU and the State of Connecticut harmless from liability of any kind for the use of any copyright or un-copyrighted composition, secret process, patented or unpatented invention furnished or used in the performance of the contract. This indemnification shall be in addition to the warranty obligations of the contractor and shall survive the termination or cancellation of the contract or any part thereof.
3. The contractor shall: (i) guarantee its products against defective materials and workmanship; (ii) repair damage of any kind, for which it is responsible, to CSU's premises or equipment, to its own work or to the work of other contractors; (iii) obtain and pay for all applicable licenses, permits, and notices; (iv) give all notices and comply with all requirements of the municipality in which the service is to be provided and of the State and federal governments; and (v) carry proper and sufficient insurance to protect the State from loss.
4. The contract shall be interpreted and governed by the laws of the State of Connecticut, without regard to its principles of conflicts of laws.
5. The contractor agrees that it shall be subject to and abide by all applicable federal and state laws and regulations.
6. The contractor agrees that it shall comply with Section 4a-60 of the Connecticut General Statutes and with Executive Orders Nos. 3, 16, 17 and 7B.
7. The contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut, the Connecticut State University or the Board Of Trustees arising from a contract with CSU, shall be in accordance with the provisions of Chapter 53 of the Connecticut General Statutes (Claims Against the State) and that no additional legal proceedings will be initiated in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
8. The contractor agrees that CSU shall have and retain sole and exclusive right and title in and to the forms, maps, and/or materials produced for CSU pursuant to the contract, including all rights to use, distribute, sell, reprint, or otherwise dispose of same. The contractor further agrees that it shall not copyright, register, distribute, or claim any rights in or to said maps and/or materials or the work produced under the contract.
9. The contractor or subcontractor, as applicable, shall offer and agree to assign to CSU all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act, 15 U.S.C. 15, or under Chapter 624 of the general statutes, arising from the purchase of services, property or intangibles of any kind pursuant to a public purchase contract or subcontract; such assignment shall be made and become effective at the time the contract is executed by the parties, without further acknowledgment by them.
10. The contractor shall not assign or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract, to any other person without the prior written consent of CSU.
11. CSU reserves the right to inspect commodities for conformance with proposal specifications. When commodities are rejected by CSU, said commodities shall be removed by the contractor, at the contractor's expense, from the CSU premises within forty-eight (48) hours after notification of such rejection, unless public health and safety require immediate destruction or other disposal of such rejected delivery. Rejected items left longer than forty-eight (48) hours shall be considered abandoned by the contractor and CSU shall have the right to dispose of them as its own property.
12. 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.
13. 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.
14. Failure of the contractor to deliver commodities or perform services as specified in the contract will constitute authority for CSU to purchase these commodities or services on the open market. The contractor shall promptly reimburse CSU for excess costs incurred by CSU due to these purchases, and these purchases shall be deducted by CSU from the quantities contracted for.
15. No right or duty, in whole or in part, of the contractor under the contract may be assigned or delegated without the prior writ

of CSU. The subcontracting or assignment of any of contractor's obligations under the contract to a subcontractor shall require the prior written approval of CSU.

16. Upon termination of the contract by CSU, the contractor shall both immediately discontinue all services (unless the notice directs otherwise) and deliver to CSU all data, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by the contractor in performing its duties under the contract, whether completed or in progress. All such documents, information, and materials shall become the property of CSU.
17. The State of Connecticut shall assume no liability for services under the terms of the contract until the contractor is notified that the contract has been accepted by CSU and, if applicable, approved by the Office of Policy and Management ("OPM") or the Department of Administrative Services ("DAS") and by the Attorney General of the State of Connecticut.

B. Insurance Does not apply to this RFP

C. Bonds See text of RFP

Delivery

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

Inspection and Tests

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

4. Advertising

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

Instructions to Bidders

1. Proposers or their representatives may be present at RFP openings.
2. The CSU Finance Department reserves the right to amend and/or cancel the RFP invitation prior to the time and date of the opening.
3. The CSU Finance Department reserves the right to correct any award erroneously made as a result of a clerical error on our part.
4. CSU will appreciate your assistance in making a careful study of the specifications and proposal for the purpose of offering suggestions as to contract period, quantities, purchasing terms, detailed specifications, trade customs, etc. which you believe to be in the best interest of CSU and the state.

Suggestions or comments will be considered up to five (5) days prior to the date of opening indicated in the RFP invitation. In replying will you kindly refer to the RFP

number. If no suggestions or comments are offered, the signing of the proposal shall indicate your approval of these forms in their present content.

Contract Provisions

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

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

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Non-Discrimination

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

1. 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 ad

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.

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

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

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

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

1. 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**

CHECK LIST

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

- ____ 1. The form BO-1 has been signed by a duly authorized representative of the company (unsigned proposals are automatically rejected).
- ____ 2. The prices you have offered have been reviewed and verified.

- 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 ?good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1. Definition of Small Contractor

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

2) Description of Job Categories (as used in Part IV Bidder Employment Information) Page 2)

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

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

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING:

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heatin

Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

1. Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

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



<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__</p>	<p>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__</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__</p>	<p>1. Do you, upon request, provide reasonable accommodation to employed applicants for employment, who have physical or mental disabilities? Yes__ No__</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes__ No__</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__</p>	<p>10. If your company has 50 or more employees, have you provided at least two hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__</p>	<p>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__</p>
<p>1. Does your company have a collective bargaining agreement with workers? Yes__ No__</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__</p>	<p>12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.</p>

Part III – Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use sheet if necessary)

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

PLEASE COMPLETE REVERSE SIDE

PART IV – Bidder Employment Information
(Page 4)

Date: _____

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	fema
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											



Material Moving Workers											
TOTALS ABOVE											
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

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				1. 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 show that you hire, train, and promote employees' 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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