



Central Connecticut State University

*Start with a Dream. Finish with a Future.*

**Purchasing Department**

## **REQUEST FOR PROPOSAL NO. 2019-20**

### **Online Exam Proctoring Services**

#### **Section 1. Administrative Overview**

##### **1.1 INTRODUCTION**

This is a Request for Proposals (RFP) issued by the Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from qualified companies to provide a secure and flexible online proctoring solution for online exams.

##### **1.2 AUTHORITY**

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

##### **1.3 RFP ORGANIZATION**

This RFP is organized into the following sections:

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

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

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

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

Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Required Forms (Bidder Contract Compliance Monitoring Report, nondiscrimination certification)
Appendix V	RFP Response Check List
<b>Attachment 1</b>	<b>Contract Award Draft</b>

#### 1.4 SUBMISSION OF QUESTIONS

Proposers shall submit all questions in writing to Thomas Brodeur, Purchasing Manager, via email to brodeur@ccsu.edu. No verbal questions will be entertained. The deadline for submission of questions is 4:30 p.m., E.S.T., on **April 29, 2019** Any questions and their answers shall be published as an addendum. See section 1.0 for additional information on Addenda.

Under no circumstances may any proposer or its representative contact any employee or representative of the University regarding the RFP or proposals, other than as provided in this section or Section 1.1 prior to the execution of the Contract. Strict adherence to this important procedural safeguard is required.

Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.

#### 1.5 SUBMISSION OF PROPOSALS

Contractors shall submit a clearly marked original plus one complete copy of their proposal electronically on CD or USB flash drive and four (4) hard copies. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on **May 8, 2019** at which time a representative of the Purchasing Department will announce publicly the names of those firms submitting proposals. No other public disclosure will be made until after the award of the contract.

Proposals shall be mailed or delivered to:

Thomas J. Brodeur, C.P.M.  
Purchasing Department,  
Davidson Hall room 22802  
Central Connecticut State University  
1615 Stanley Street  
New Britain, CT 06050-4010

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

The outside cover of the package containing the proposal shall be marked:

RFP 2019-20, Online Exam Proctoring Services, submitted by (Name of Contractor)

Any RFP proposal received after the date and time stated above will not be considered and will be returned to the vendor unopened. Faxed or Emailed proposals will not be accepted at any time!!

#### 1.6 RFP TERMS AND CONDITIONS

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

## 1.7 DISQUALIFICATION OF PROPOSALS

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

A Proposer's proposal may be disqualified for any one or more of the following reasons:

- The proposal shows any noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision affording the Contractor the right to accept or reject award.
- The Contractor is on the State of Connecticut Department of Labor Debarment List (current issue) at any time up to the execution of the Contract.

## 1.8 ADDENDA TO THIS RFP

CCSU may issue one or more addenda related to this RFP. Such addenda shall be posted at [https://biznet.ct.gov/SCP\\_Search/Default.aspx?AccLast=2](https://biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2) and at <http://www.ccsu.edu/purchasing/currentBids.html>. It shall be the responsibility of prospective proposers and other interested parties to familiarize themselves with the web sites and visit them regularly during the RFP process for updated information or addenda related to this RFP.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the Proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized respondent representative and returned with the proposal on or before the proposal opening date and time.

This process is intended to ensure that all vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the CCSU Purchasing Department.

## 1.9 RIGHTS RESERVED

CCSU reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of CCSU will be served. Should CCSU determine that only one Proposer is fully qualified, or that one Proposer is more highly qualified than the others under consideration, a Contract may be negotiated and awarded to that Proposer.

## 1.10 CONTRACT and PURCHASE ORDER

CCSU shall enter into a Contract with the awarded contractor for the services described herein. All provisions of this Request for Proposal and the successful proposal, as mutually agreed upon by subsequent negotiation, provide the specifications for, and obligations of both parties to be executed by any duly authorized representative(s). This Request for Proposal and the successful proposal will constitute the fundamental outline of the awarded contract.

See Attachment A, for “Draft Boiler Plate Contract Language” This document is provided for information purposes only and does NOT need to be completed and returned with the contractor’s proposal.

After a contract has been executed, CCSU shall issue a Purchase Order to the awarded contractor which will serve as the financial vehicle for submittal of, and payment of, invoices for services rendered.

#### 1.11 INSPECTION OF PROPOSALS and CONFIDENTIAL INFORMATION

Proposals may be available for public inspection after the Contract is signed by all parties. Information marked as “confidential” in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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

#### 1.12 CONTRACT EXCLUSIVITY

Any contract resulting from this RFP will not be an exclusive contract. The University will reserve the right to procure similar or related services in any manner deemed by the University to be in its own best interest.

#### 1.13 CONTRACT ACCESS

The contract resulting from this RFP may be made available to the other constituent units of the Connecticut State system of public higher education, including the Connecticut State University System and the University of Connecticut, subject to the approval of the Contractor.

#### 1.14 ADVERTISING

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

#### 1.15 IMMUNITY FROM LIABILITY

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from vendor’s activities involving third parties and arising from any contract resulting from this Request for Proposals

1.16 NONDISCRIMINATION STATEMENT

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

1.17 CONFIDENTIAL INFORMATION AND PII

The Contractor acknowledges that it will have access to Confidential Information (as hereinafter defined). The Contractor agrees that it will use the Confidential Information solely for the purpose of performing its duties as a consultant and agrees that it will not divulge, furnish, publish or use for its own benefit or for the direct or indirect benefit of any other person or entity, whether or not for monetary gain, any Confidential Information.

For purposes of this Agreement, the term "Confidential Information" shall mean (i) all information related to the business operations, marketing plans, financial position and (ii) other business information and any other information disclosed to the Contractor. Confidential Information shall not include information which (i) is or becomes part of the public domain through no act or omission attributable to the Contractor, (ii) is released after prior written authorization or (iii) the Contractor receives from any third party who is unrelated to it and who is not under any obligation to maintain the confidentiality of such information.

1.18 DATA SECURITY

a. The Contractor acknowledges that it may have access to Personal Identifiable Information ("PII"). PII means an individual's first name or first initial and last name in combination with any one, or more, of the following data: (1) Social Security number; (2) driver's license number or state identification card number; or (3) account number, credit or debit card number, in combination with any required security code, access code or password that would permit access to an individual's financial account. PII does not include publicly available information that is lawfully made available to the general public from federal, state or local government records or widely distributed media.

b. Notwithstanding anything herein to the contrary, in the event of a "breach of security" as defined by Sec. 36a-701b of the Connecticut General Statutes involving any PII which the Contractor has received under the terms of this agreement, the Contractor shall indemnify and hold CCSU harmless for all costs related to such Breach, including, but not limited to, complying with all federal and state statutory and regulatory requirements regarding the Breach, investigating the Breach, mitigating any harm caused by such Breach, providing notification to affected individuals, establishing and operating a call center for affected individuals, and providing credit monitoring services to affected individuals, and if appropriate, fines and penalties, arising from such Breach, and all reasonable attorneys' fees associated with such Breach.

**Section 2. Scope of Services**

**2.1 BACKGROUND**

Central Connecticut State University is a regional, comprehensive public university dedicated to learning in the liberal arts and sciences and to education for the professions. CCSU's undergraduate curriculum offers 100 majors in more than 80 fields of study in traditional, full-time classroom environments as well as through part-time and online offerings. Programs range widely--liberal arts and sciences, teacher education, nursing, engineering, technology, the sciences, and business.

Covering 41 academic fields, the University's School of Graduate Studies offers a wealth of choices for enhancing careers or enriching minds. Students may pursue Master of Arts or Master of Science degrees in a wide range of fields, the Master of Arts in Teaching, and the Educational Doctorate in Educational Leadership degrees, as well as certificate non-degree programs of study.

CCSU's website (<http://www.ccsu.edu/>) provides additional information.

## **2.2 PURPOSE and OBJECTIVES**

The objective of this Request for Proposals is to solicit proposals from qualified companies for a pilot program for the proctoring of online exams to be given in approx. 50-100 distance learning courses offered during the Academic 2019 year. It is estimated that there will be at least a total of 2,000 exams given to up to 1,000 students during this time frame. Our goal is to evaluate online proctoring solutions to assure that CCSU will have a proctoring solution that is state-of-the-art in terms of assuring the highest level of academic integrity at a reasonable cost. The university wants to ensure the academic integrity of online and hybrid courses matches those courses offered in a traditional classroom setting.

Distance learning is an essential component for fulfilling the academic mission of CCSU. Faculty may conduct instructional presentations and exams through the Blackboard Learning System with many online instructional tools, such as discussion forums, videos, web pages, etc. Students routinely submit coursework and projects electronically. Students communicate with their faculty through email, online office hours, and other collaborative tools.

CCSU seeks a secure and flexible online proctoring solution for use during online examinations to ensure that student identity is verified, that students have complied with testing requirements, and the solution monitors and reports testing irregularities.

The University seeks a cost effective, convenient, and customizable solution. The remote proctoring service should have the capability of an automated or live authentication solution, and live proctored exam sessions with trained and certified proctors. The service should allow the flexibility for faculty to select the level of online test security and to customize the test environment to meet desired exam specifications.

The proctoring solution has to be one that students and faculty can understand and use easily. It must be a solution that faculty have faith in as having a very high probability of detecting academic dishonesty during the examination process. CCSU incorporates synchronous and asynchronous learning via the Blackboard Learning Management System (LMS). The proctoring solution must be compatible with Blackboard Learn 9.x as the LMS Platform. It must allow all exams in a course to be set in the same time frame on the same day, and it must be cost-effective. Preference is given to solutions that automate evaluation of student behaviors to identify cheating, rather than using live proctors.

The term of the initial contract shall be one year from date of contract execution or through one complete academic year. With the consent of the contractor, CCSU reserves the right to extend or renew the contract for four (4) additional one year terms, or parts thereof.

## **2.3 BASELINE SYSTEM REQUIREMENTS**

The successful an online proctoring solution shall meet the following requirements:

### 2.3.1 CRITICAL NEEDS

1. The proposed system must be compatible with all current Windows and OSX Operating systems, as well as Windows, IOS.
2. The proposed system must support SSO for authentication (CAS/SAML/LDAP/AD) and an enterprise directory service for authorization (LDAP/AD). The system must support LDAP Version 3 and/or CAS for single sign-on and attribute utilization (SAML or LDAP).
3. The proposed product must have been implemented in a higher education environment for more than two years at an institution with enrollments equal to or above 5,000 students.
4. Vendor must provide 24/7 registration and tech support.
5. Product must provide a smooth workflow process for administration, faculty, and student
6. Vendor must demonstrate the entirety of the workflow from faculty set-up request, student registration, and student records: outflow of data, records and reporting.
7. Proposed solution must be entirely browser based and support all current versions of popular web browsers (IE/Firefox/Chrome/Safari) and one previous version.
8. Proposed solution must have the ability to customize the login page and additional pages as necessary to give a “Central Connecticut State University” look and feel.
9. Product must have the capability of both an automated or live authentication.
  - a) Proposed solution must offer
    - i. automated proctoring
    - ii. record and review proctoring
    - iii. live proctored exam sessions with trained and certified proctors
    - iv. keystroke or behavioral recognition
10. The service should allow the flexibility for faculty to select the level of online test security.
11. The service should allow faculty to customize the test environment to meet desired exam specifications.
12. Vendor must describe whether the proposed system has java dependencies. If so, vendor is to describe in detail how Vendor will ensure capability across a variety of client platforms and versions.
13. Proposed solution must include; ease of use, seamless virtual process from first point of contact through completion, student plugins minimized, clarity of instructions/documentation to include all users, and all steps in the workflow.

### 2.3.2 CRITICAL INTERFACES

1. Application Web Interface for Technicians, Admins, Faculty and Students.
2. Vendor must provide in detail, how ~~does~~ the system receives and provides information to the Student Information System used by the University (SIS currently Ellucian Banner)
3. Vendor must provide in detail, how does the system receive and provide information to the LMS used by the University. (LMS currently Blackboard Learn 9.x)
4. Provide information on the data elements that the University will need ~~to provide~~ as a part of the interface/data feed.
5. Provide information on the data elements that can be exported from the system for use in the Student Information system.
6. Vendor must describe the method used for transferring data to and from the University.

### 2.3.3 CRITICAL REPORTING NEEDS

1. Vendor must provide Real-time reporting (e.g. 30 minutes)
2. Vendor must provide in detail information regarding Ad-Hoc reporting.
3. Completion versus non-completion.

#### **2.3.4 SERVICE**

1. Vendor must provide self-service options that are available to faculty and administrators.
2. Vendor must submit detail instructions on how to set-up or upload exams.
3. Vendor should provide information on proctor qualifications.
4. Vendor must provide detailed information regarding the following capabilities;
  - a) video storage capabilities
  - b) archived proctored exams; storage, length of time and location
  - c) provide information on who can review proctored exams.
  - d) technology requirements for students to access vendor system.
  - e) means of communicating with students during proctoring sessions
5. Vendor must provide the following in regard to exam scheduling options for students;
  - a) vendor to provide in detail the number of exams available to students at one time.
  - b) vendor to provide in detail the number of exams a student can schedule at one time.

#### **2.3.5 AUTHENTICATION**

Currently CCSU provides authorization via username and password to online courses.

1. The service will affectively separate authentication i.e. validating that the individual using the login is the person who is tied to the authorization. Vendors should disclose what system they use to determine or maintain authorization of an individual's login in a manner that ensures that all data is FERPA compliant and is compliant with the Higher Education Opportunity Act of 2008.

Vendors should identify if this service is provided as:

- Software-only
- Software as a Service (SaaS)
- Hosted
- Hybrid

Response should include descriptions of:

- How identity administration and provisioning will integrate with the universities existing password and credential management
  - How it manages group and role management
  - How it provides authorization reporting
2. Vendor must provide information on levels or types of authentication and security available for use with online exams as well as the availability of live proctors.
  3. Vendor must outline how authentication and security levels can be selected or customized per class or exam by the faculty member.

#### **2.3.6 IMPLEMENTATION and PROJECT MANAGEMENT**

1. Describe Vendors' standard lead time from receipt of order through complete installation and implementation of proposed solution.
2. The Vendor must provide a detailed project implementation plan to include, but not limited to:



- a) planning and Analysis,
  - b) design, Development and Testing,
  - c) operational/"Go-live",
3. Project timeline including a narrative describing the project plan, contractor's committed resources, expected UAFS resources, and time commitments for the desired "Go-live" date.

### **2.3.7 ADMINISTRATION, SUPPORT and MAINTENANCE**

1. Provide a detailed process flow for how CCSU would resolve a performance related issue/incident (i.e. slow response) related to the solution. Include levels of escalation and indicate third party entities being engaged (ISO or Hosting facilities). Also provide average response times.
2. The proposed solution will keep up with new releases of browsers (mobile, PC, or Mac), operating systems, and Adobe Acrobat.
3. The proposed solution securely removes temporary files, cookies, etc. in local workstations at the end of each session.
4. Describe in detail the standard technical support Service Level Agreement for the proposed solution.
5. Describe in detail, your annual release schedule and any planned enhancements associated for the proposed solution.
6. Describe the various technical support provided for the service, including the following:
  - a) days and hours of operation (using Eastern Time zone)
7. Methods of interaction (phone, fax, email, web-enabled knowledgebase, etc.)
  - a) any limits in the use of a service program
  - b) service/support standards. Include the Vendor's service/support level agreements(s) and mission statement
  - c) identification of the individuals, who will act as contacts for the University

### **2.3.8 KNOWLEDGE TRANSFER**

1. Provide a detailed description of training and training materials (webinars, on for faculty, staff and end users.

### **2.3.9 PROJECT MANAGEMENT**

1. The proposal should detail how the vendor has made and will make available sufficient personnel resources to work within the specified time constraints and to maintain necessary performance levels.
2. The proposal must detail the number of and qualifications of personnel required to perform the work requested.
3. Provide a description of the proposed project staffing/organization and internal controls to be used during the course of the project, including any subcontractors.
4. State the name, the title or position, telephone number, and email address of the individual who would have primary responsibility for the project resulting from this RFP.
5. Disclose who within the firm will have prime responsibility and final authority for the work under the proposed contract. Name other individuals providing services on the proj

### **Section 3. Proposal Requirements**

Companies or individuals must submit responses addressing *all* of the requirements listed above.

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

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

Respondents' submission must contain the following information in order to be considered:

1. A proposal which demonstrates how your organization is uniquely qualified to perform the scope of Work, including an item-by-item response to each of the points detailed in sections 2.3.1 through 2.3.9
2. A complete financial proposal including estimate of total project cost; identify assumptions regarding number of hours and hourly rate(s), as well as additional costs, fees and any other expenses, if any. Any additional expenses not explicitly stated will not be honored by CCSU.
3. The proposal shall include estimated timeframes to complete the project, identifying applicable milestones.
4. Provide a list of any contracts which have been performed for any State of Connecticut agency or higher education institution. This list should include a summary of the scope of work, reference contact person, and estimated dollar value of the work performed.
5. A list of at least three projects which the respondent has been directly involved that are comparable to the scope of work outlined herein.

## **Section 4. Bid Evaluation Criteria**

**Evaluation** – The award made as a result of this RFP will be based upon a comprehensive review and analysis of all proposals by the RFP committee, and negotiation of the proposal which best meets the needs of the University. Award will be based on a points-earned matrix derived from a technical and financial evaluation.

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

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. Proposals will be evaluated as to the vendor's response to the following criteria:

### **Criteria**

Lowest proposal cost will not be the sole determining factor in the awarding of the contract. Any award made will be to the respondent(s) whose proposal, in the opinion of the University represents the best proposal considering, but not limited to, the following:

- Overall quality of the proposal and responses
- The Proposed Online Proctoring Solutions will provide:
  - robust evidence of academic integrity demonstrated during the examination process.
  - clear and unambiguous documentation of any breaches of academic integrity including, but not restricted to, recorded evidence demonstrating academic integrity.
  - ease of adaptation/integration into the LMS system.
  - high degree of transparency around online proctoring process.
  - secure data storage of student related information, per Miami University policies.
  - ease of use by students and faculty
  - ability to meet our timing needs for exams (e.g., exam window, durations, etc.).
  - strong technical support for students, faculty and staff.
  - cost-effectiveness (per student vs. per exam).
- Additional judgment criteria:
  - functionality and performance characteristics of the proposed solution and its ability to meet stated requirements.
  - end user technical requirements.
  - scalability.
  - additional cost to CCSU over and above the cost per student.
  - web usability and ADA compliant accessibility of the proposed proctoring solution.
  - reliability and reputation of the proposed proctoring solution.
  - vendor's experience and record of service with other accounts.

**Supplemental Information:** As part of the review process, the University may request the bidder to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

**Presentations:** The University reserves the right to request formal presentations or online demonstrations of the proposed proctoring solution from all or a “short list” of the respondents. If requested, presentations shall include a brief overview of your written proposal, a more in-depth discussion and demonstration of the solution being offered, and questions and answers. This would be done to allow CCSU faculty, administrators and academic integrity personnel the opportunity to evaluate the proctoring solution’s capability.

All information supplied by the vendor in such a presentation, either as general information or in answer to specific questions by the University, shall be considered binding upon the vendor, will be summarized in writing and be made part of the vendor’s proposal. The presentation can be an additional weighted evaluation factor in determining award.

The University will not be responsible for any costs incurred by the vendor in making such a presentation.

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

**Contractor Representatives:** Proposer must identify the people it anticipates representing the Contractor in developing and implementing the Agreement. The University may conduct interviews with identified representatives as a part of its evaluation process.

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

- Personnel resources.
- Executives and key person resumes.
- Ability to meet delivery and support schedules.
- Ability to meet specifications and quality requirements.

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

**Appendix I. REFERENCES**  
**CCSU RFP 2019-20**

Proposals should include five institutions, of similar or the same size, where your organization has provided services similar to those you're proposing for CCSU.

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

Please include name, title, telephone number and e-mail address of a contact person at each institution.  
**References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

References:	Institution	Contact	Telephone No.
Reference #1	_____	_____	_____
E-mail:	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Reference #4	_____	_____	_____
E-mail:	_____		
Reference #5	_____	_____	_____
E-mail:	_____		

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## Appendix II. INSTRUCTIONS TO PROPOSERS

- A. Proposals must be addressed and delivered to the Purchasing Department, Central Connecticut State University, Davidson Hall room 22802, 1615 Stanley Street, New Britain, CT 06050, on or before the time and date set for closing. Proposals should be in a sealed envelope marked:

Name of Proposer:  
Title of Proposal: Online Exam Proctoring Services  
RFP Number: 2019-20  
Proposal Due Date: 3:00 P.M., **May 8, 2019**

No telephone, telegraphic or facsimile proposals will be considered.

- B. Proposals should include one (1) original (signed in ink) and one complete copy electronically on CD or USB flash drive and four (4) hard copies.
- C. Proposers may withdraw their proposals at any time prior to the time and date set for opening.
- D. No department, school, or office at the University has the authority to solicit or receive official proposals other than the Purchasing Department. All solicitation is performed under the direct supervision of the Purchasing Department and in complete accordance with University policies and procedures.
- E. The University reserves the right to conduct discussions with proposers. During this discussion period, the University will not disclose any information derived from the proposals or from discussions with other proposers. Once an award is made, the solicitation file, and the proposals contained therein, are in the public record and will be disclosed upon request.
- F. Submission of a proposal against this RFP is your acknowledgement that subjective criteria will be used in the evaluation of proposals. Award shall be made to the responsible proposer who is determined to be the most advantageous to the University. Price, although an important consideration, will not be the sole determining factor.
- G. Proposals must be provided on the Proposal Certification page. Proposals on any other form will be considered informal and will be rejected. Conditional proposals will not be considered. All proposals must be signed by an individual authorized to extend a formal proposal. Proposals that are not signed may be rejected.
- H. The University reserves the right to reject any or all proposals or any part thereof, or to accept any proposal, or any part thereof, or to withhold the award and to waive or decline to waive irregularities in any proposal when it determines that it is in its best interest to do so. The University also reserves the right to hold all proposals for a period of 60 days after the opening date and the right to accept a proposal not withdrawn before the scheduled opening date.
- I. All proposals in response to this RFP are to be the sole property of the State and subject to the provisions of section 1-19 of the Connecticut General Statutes. (re: Freedom of Information)
- J. Any alleged oral agreement or arrangement made by a vendor with any agency or employee will be superseded by the written agreement.

- K. CCSU reserves the right to correct clerical errors in the RFP or vendor proposal.
- L. No additions or changes to the original proposal will be allowed after submittal. While changes are not permitted, clarification at the request of the agency may be required at the bidder's expense.
- M. Direct all inquiries relative to the conditions and specifications listed herein and any and all other communication related to this RFP to:

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



**Appendix III. PROPOSAL CERTIFICATION**  
**CCSU RFP 2019-20**

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

I certify that:

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

\_\_\_\_\_  
(firm)

\_\_\_\_\_  
(phone no.)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(email)

\_\_\_\_\_  
(address)

\_\_\_\_\_  
(federal I. D. no. or SSN)

\_\_\_\_\_  
(signature)

\_\_\_\_\_  
(date)

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(title)

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

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

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

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

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

---

**INSTRUCTIONS AND OTHER INFORMATION**

The following two (2) sided BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) **Definition of Small Contractor**

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

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

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

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

**MARKETING AND SALES:** Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers, and sales representatives including wholesale.

**LEGAL OCCUPATIONS:** In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegal, legal assistants.

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

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

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

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

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

**INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

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

**PRODUCTION WORKERS:** The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic, and production workers.

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

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

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

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

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

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

**BIDDER CONTRACT COMPLIANCE MONITORING REPORT (Page 3)**  
**PART I - Bidder Information**

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

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__  6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__  6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.  13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number.

**Part III - Bidder Subcontracting Practices**

1. Will the work of this contract include subcontractors or suppliers? Yes\_\_ No\_\_  
1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)
- 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes\_\_ No\_\_
- PLEASE COMPLETE REVERSE SIDE

JOB CATEGORY *	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES		RES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)									
Apprentices											
Trainees											

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification				3. Describe below any other practices or actions that you take which show that you hire, train, show that you hire, train and promote employees without discrimination			
SOURCE	YES	NO	% of applicants provided by source								
State Employment Service							Work Experience				
Private Employment Agencies							Ability to Speak or Write English				
Schools and Colleges							Written Tests				
Newspaper Advertisement							High School Diploma				
Walk Ins							College Degree				
Present Employees							Union Membership				
Labor Organizations							Personal Recommendation				
Minority/Community Organizations							Height or Weight				
Others (please identify)							Car Ownership				
							Arrest Record				

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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**STATE OF CONNECTICUT  
NONDISCRIMINATION CERTIFICATION – Affidavit  
By Entity  
For Contracts Valued at \$50,000 or More**

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

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of

an oath. I am \_\_\_\_\_ of \_\_\_\_\_, an entity  
Signatory's Title Name of Entity

duly formed and existing under the laws of \_\_\_\_\_ .  
Name of State or Commonwealth

I certify that I am authorized to execute and deliver this affidavit on behalf of \_\_\_\_\_ and that \_\_\_\_\_  
Name of Entity Name of Entity

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

\_\_\_\_\_  
Authorized Signatory

\_\_\_\_\_  
Printed Name

Sworn and subscribed to before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_ .

\_\_\_\_\_  
Commissioner of the Superior Court/ Notary Public

\_\_\_\_\_  
Commission Expiration Date

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## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49*

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**       Initial Certification       12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other Principals, Key Personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any campaign contributions to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that all lawful campaign contributions that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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

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

**Lawful Campaign Contributions to Candidates for the General Assembly:**

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

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

\_\_\_\_\_ **Printed Contractor Name** \_\_\_\_\_ **Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

Subscribed and acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
**Commissioner of the Superior Court (or Notary Public)**

\_\_\_\_\_  
**My Commission Expires**



# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

**INSTRUCTIONS:**

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [ Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_ ]

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, **except for the agreement listed below:**

_____ 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	_____ <b>Signature of Chief Official or Individual</b>	_____ <b>Date</b>
_____ Printed Name (of above)		_____ Awarding State Agency

**Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.**

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

\_\_\_\_\_  
**My Commission Expires**

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## NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, 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 LIMITATIONS

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

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

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

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### 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.

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### PENALTIES FOR VIOLATIONS

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

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

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

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### CONTRACT CONSEQUENCES

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

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

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

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

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## DEFINITIONS

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

"State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

"Solicit" means (A) requesting that a contribution be made, (B) participating in any 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.

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

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

# Connecticut State University System



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

## Appendix VI STANDARD RFP TERMS AND CONDITIONS

### **I. DEFINITIONS**

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

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

### **II. TERMS AND CONDITIONS RELATED TO REQUESTS FOR PROPOSALS**

#### **A. General Conditions**

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

#### **B. Submission of Proposals**

1. Proposals must be submitted on forms supplied by CSU. Telephone, facsimile, or email proposals will not be accepted in response to an RFP.
2. The time and date proposals are to be received and opened are stated in each RFP issued by CSU. Proposals received in the applicable CSU purchasing department after the date and time specified in the RFP will be returned to the proposer unopened. Proposal amendments received by CSU after the time specified for opening of proposals shall not be considered.
3. All proposals must be addressed to the location designated in the RFP. Proposal envelopes must clearly state the proposal number as well as the date and time of the opening of the proposals, as stated in the RFP. The name and address of the proposer must appear in the upper left hand corner of the envelope.
4. Proposals must be computer prepared, typewritten or handwritten in ink. Proposals submitted in pencil will be rejected.
5. Proposers must answer all the questions set forth in the RFP using the outline and numbering scheme set forth therein. Proposers must furnish all information requested in the RFP and supply all materials required for consideration. Failure of the proposer to answer all questions and supply all information and materials requested may be grounds for rejection of the proposal.
6. All proposals must be signed by a person duly authorized to sign proposals on behalf of the proposer. All signatures on the proposal must be original. Proposals bearing stamp signatures will be rejected. Unsigned proposals will be rejected.
7. Alterations or corrections to the proposal must be initialed by the person signing the proposal or his or her authorized designee. All initials on alterations or corrections to the proposal must be original. In the event that an authorized designee initials an alteration or correction, the proposer must submit a written authorization from the proposal's signatory to the authorized designee, authorizing the designee to make the alteration or correction. Failure to submit such an authorization shall result in rejection of proposal as to those items altered or corrected and not initialed.
8. Conditional proposals are subject to rejection in whole or in part, in the sole discretion of CSU. A conditional proposal is defined as one that limits, modifies, expands or supplements any of the terms and conditions and/or specifications of the RFP.
9. Alternate proposals will not be considered by CSU, unless otherwise noted on the RFP or on the proposal form. An alternate proposal is defined as one that is submitted in addition to the proposer's primary response to the RFP.
10. CSU does not sponsor any one manufacturer's products, but lists equipment by name and model number to designate the quality and performance level desired. Proposers may propose substitutes similar in nature to the equipment specified. The substitute must, in the sole determination of CSU, be equal in quality, durability, appearance, strength and design to the equipment or product specified in the RFP, or offer a clear advantage to CSU because of improved or superior performance. All

proposals including equipment or product substitutes must be accompanied with current descriptive literature on, and data substantiating, the equal or superior nature of the substitute. All final decisions concerning substitutes will be made by CSU prior to any award. The word substitute shall not be construed to permit substantial departure from the detailed requirements of the specifications.

11. Each proposer's prices must be firm for a period up to 60 days from date of the opening of proposals. Prices must be extended in decimal, not fraction, must be net, and must include transportation and delivery charges, fully prepaid by the contractor, to the destination specified in the proposal, and subject only to cash discount.
12. Pursuant to Section 12-412 of the Connecticut General Statutes, the State of Connecticut is exempt from the payment of excise, transportation and sales taxes imposed by the Federal Government and/or the State. Accordingly, such taxes must not be included in proposal prices.
13. If there is a discrepancy between a unit price and an extended price, the unit price will govern.
14. By submitting a proposal, the proposer asserts that the offer and information contained therein is in all respects fair and without collusion or fraud and was not made in connection with any competing proposer's submission of a separate response to the RFP. By submitting a proposal, the proposer further asserts that it neither participated in the formation of CSU's solicitation development process nor had any knowledge of the specific contents of the RFP prior to its issuance, and that no employee of CSU participated directly or indirectly in the preparation of the proposer's proposal.
15. It is the proposer's responsibility to check the website of the State of Connecticut Department of Administrative Services ([www.das.state.ct.us/Purchase/Portal/Portal\\_Home.asp](http://www.das.state.ct.us/Purchase/Portal/Portal_Home.asp)) for changes prior to the proposal opening. It is the responsibility of the proposer to obtain all information related to proposal submission including, without limitation, any and all addenda or supplements required.
16. Any person contemplating submitting a proposal who is in doubt as to the true meaning of, or is in need of clarification of, any part of the RFP or the specifications set forth therein, must submit a written request for clarification to CSU. The proposer may rely only upon a response to a request for clarification set forth in writing by CSU.
17. Proposals for the provision of services must include the cost of obtaining all permits, licenses, and notices required by the city or town in which the services is to be provided, and the State and Federal governments..
18. Each proposer must complete and submit with its proposal the following non-discrimination and affirmative action forms: the Notification to Proposers, Contract Compliance, and EEO-1. It shall not be sufficient to declare or state that such forms are on file with the State of Connecticut. Failure to include the required forms shall result in rejection of the proposal.

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



**Appendix V. RFP RESPONSE CHECK LIST**

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

- [     ]     Complete responses to Proposal Requirements, Section 3.1
  - [     ]     References (Appendix I)
  - [     ]     Signed Proposal Certification (Appendix III)
  - [     ]     CHRO Paperwork (Appendix IV) including Nondiscrimination Certification
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