



Central Connecticut State University

Start with a Dream. Finish with a Future.

Purchasing Department

**Request for Proposal Number 2018-13
Television Programming Services at Central Connecticut State University**

INTRODUCTION

This is a Request for Proposals (RFP) issued by Central Connecticut State University (hereinafter referred to as the "University" or "CCSU") seeking proposals from experienced and qualified vendors to furnish television programming services to the University. The University has a cable network capable of receiving either cable or satellite/master television programming services delivering direct cable or satellite multi channel video and audio services to the campus.

AUTHORITY

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

RFP ORGANIZATION

This RFP is organized into the following sections:

Section 1	Administrative Overview
Section 2	Scope of Work
Section 3	Proposal
Section 4	Proposal Evaluation
Appendix I	References Form
Appendix II	Instruction to Proposers
Appendix III	Proposal Certification
Appendix IV	Administrative Forms – CHRO Bidder Contract Compliance Monitoring Report Nondiscrimination Certificate OPM Ethics Form 1 (Gift and Campaign Contributions) OPM Ethics Form 5 (Consulting Agreement Affidavit) Ethics Form 6 (Affirmation of Receipt of Ethics Laws) Ethics Form 7 (Iran Certification Form)
Appendix V	SEEC Campaign Contribution Restrictions language
Appendix VI	RFP Response Check List
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Attachment A	CCSU Cable Lineup as of Sept 2017
Attachment B	Diagrams of Existing Distribution System
Attachment C	Draft Contract Boilerplate

Section 1. Administrative Overview

1.0 ADDENDA TO THIS RFP

CCSU may issue one or more addenda related to this RFP. Such addenda shall be posted at <http://das.ct.gov/cr1.aspx?page=12> 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 Proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by Addenda from the Purchasing Department of the University.

1.1 COMMUNICATION BETWEEN THE UNIVERSITY AND THE PROPOSERS

Informal Communications:

From the date of issuance of this RFP until the Contract is executed with the selected proposer or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:

- Requests from the proposers to any department(s) at the University, for information, comments, speculation, etc.; and
- Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

Formal Communications:

From the date of issuance of this RFP until a Contract is executed with the selected proposer or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this RFP. Formal communications shall include but not be limited to:

- Questions from Proposers to CCSU – see Section 1.2
- Oral Presentations
- Pre-Award Negotiations

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH ABOVE MAY RESULT IN THE REJECTION OF ANY CONTRACTORS PROPOSAL OR CANCELLATION OF THIS RFP.

1.2 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 **November 16, 2017**. Any questions and their answers shall be published as an addendum. See sections 1.0 and 1.1 for additional information on Addendums.

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.

1.3 Reserved for Future Use

1.4 SUBMISSION OF PROPOSALS

Proposers shall submit a clearly marked original and four (4) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive. Proposals shall be received by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on **November 30, 2017** 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 execution of the Contract.

Proposals shall be mailed or hand delivered to:

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

Any proposal received after 3:00 p.m. E.S.T. on November 30, 2017 shall be rejected and will not be opened. The University does not take responsibility for any lost or misdirected mail.

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

RFP 2018-13, Proposal for Television Programming Services at CCSU, submitted by (Name of Contractor).

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

1.5 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.

1.6 ADVERTISING

In submitting a proposal, the Contractor 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.

1.7 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.
- The Contractor is currently in default or has been in default of any prior State of Connecticut Contract.
- The Contractor materially misrepresents information in their proposal.

1.8 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.

1.9 AWARD NEGOTIATIONS

Proposals should be submitted on the most favorable terms in response to this RFP. Proposals must demonstrate an understanding of the scope of work and the ability to provide said work set forth and must include information that will enable the University to determine the proposer's over-all qualifications. The University reserves the right to request additional information or clarification on any information included in the Firms proposal.

Prior to the award, the University may elect to conduct negotiations with the highest ranked proposer(s) for purposes which include:

- Resolving minor differences and informalities
- Clarifying necessary details and responsibilities
- Emphasizing important issues and points
- Receiving assurances from proposers
- Exploring ways to improve the final Contract

1.10 FORMATION OF CONTRACT

See Attachment C, for Draft Boiler Plate Contract Language.

CCSU reserves the right to enter into negotiations with the selected Proposer in an effort to reach a mutually satisfactory Contract that will be executed by both parties and will be based on this RFP, including the Draft Boiler Plate Contract Language, the RFP proposal submitted by the selected Proposer and the subsequent negotiation.

The University reserves the right to award a Contract based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

The Contract, when duly executed, shall represent the entire agreement between the parties.

Special Note: Once CCSU has issued a Letter of Intent to the awarded company, CCSU and awarded company will both work in good faith while a final contract is being drawn up and executed. In order to provide “rollover” services so that television services are delivered uninterrupted.

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 TERM OF CONTRACT

The initial term of the Contract shall be for five (5) years, from **July 1, 2018 through June 30, 2023**, and may with mutual consent be renewed for one additional three (3) year term (through June 30, 2026) with an option for a second extension term for an additional two (2) years (through June 30, 2028)

1.13 CONTRACT INVALIDATION

If any provision of the Contract is found to be invalid, such invalidation will not be construed to invalidate the entire Contract.

1.14 INDEMNIFICATION

1.14.1

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the “Acts”) of the Contractor or

Contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the Contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.

- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any Contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract and at a minimum those prescribed in Section 2.4 of the Draft Boiler Plate Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the College/University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the Contract and shall not be limited by reason of any insurance coverage.

1.14.2 Liens: The successful Contractor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services or materials by or to the Contractor.

1.14.3 Actions of Contractor: The actions of the successful Contractor with third parties are not binding upon the University. The Contractor is not a division of the University, partner or joint venture of/with the University.

1.15 APPLICABLE LAW

The terms and provisions of this RFP, and any ensuing Contract shall be governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws. The awarded Contractor shall at all times comply and observe all federal and state laws, local laws, ordinances and regulations which are in effect during the period of this Agreement and which in any manner affect the work or its conduct.

1.16 CONTRACT TERMINATION FOR CAUSE

The University may terminate any resulting Contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the Contract.

- 1.16.1 The Contractor shall have ten (10) calendar days to reply to the Notice to Cure and indicate why the Contract should not be terminated and recommend remedies to be taken.
- 1.16.2 If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) calendar days after such remedy is reached to cure the noncompliance cited in the Notice to Cure.
- 1.16.3 If a mutually agreed upon solution cannot be reached within ten (10) calendar days after receipt of Notice to Cure by the Contractor, the University reserves the right to terminate the Contract.
- 1.16.4 If the mutually agreed upon solution is not implemented within thirty (30) calendar days from the date of remedy, the University reserves the right to terminate the Contract. Or if the noncompliance recurs the university reserves the right to terminate the Contract without providing a Notice to Cure.

1.17 CONTRACT TERMINATION FOR CONVENIENCE

- 1.17.1 Termination by the University: Except as provided in Section 1.17 and subject to the section intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the University without cause or penalty at any time upon sixty (60) days written notice, sent to the Contractor by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the University, by providing the Contractor at least sixty (60) calendar day's written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 1.17.2 Termination by the Contractor: Subject to those sections intended to survive termination or expiration of this Agreement and subject to the parties' payment obligations, this Agreement may be terminated by the Contractor without cause or penalty at any time, upon one hundred twenty (120) days written notice, sent to the University by registered or certified mail. The resultant Contract shall remain in full force and effect for the entire term of the Contract period unless cancelled by the Contractor, by providing the University **at least** one hundred twenty (120) calendar day's written notice of such intention. If the Contractor elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the University by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

1.18 CAMPAIGN CONTRIBUTION RESTRICTIONS

For purposes of the Campaign Contribution Restrictions, a "State Contract" is defined to mean:

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.

For all State Contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this Contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state Contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.

The SEEC notice advising state Contractors of state campaign contribution and solicitation prohibitions is located at http://www.ct.gov/seec/lib/seec/forms/contractor_reporting/_seec_form_11_notice_only.pdf.

1.19 EXECUTIVE ORDERS

This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Institution or DAS shall provide a copy of these orders to the Contractor.

1.20 WHISTLE BLOWER PROTECTION

The Auditors of Public Accounts have been authorized to receive information concerning matters involving corruption, unethical practices, violation of State laws or regulations, mismanagement, gross waste of funds, abuse of authority or danger to the public safety occurring in any State department or agency.

The Auditors can be reached by calling (800) 797-1702 or by email at patricia.wilson@ct.gov or in writing:

Auditors of Public Accounts
18 Trinity Street
Hartford, CT 06106-1628
Attention: Patricia Wilson, Administrative Auditor

Any awarded Contract as a result of this RFP may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this Contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state Contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state Contractors in a conspicuous place which is readily available for viewing by the employees of the Contractor.

1.21 SUMMARY OF STATE ETHICS LAWS

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes shall be incorporated by reference and made a part of any awarded Contract as a result of this RFP as if the summary had been fully set forth in the Contract.

1.22 DISCLOSURE OF RECORDS

Any awarded Contract as a result of this RFP will be subject to the provisions of section 1-218 of the Connecticut General Statutes. In accordance with this statute, each Contract in excess of two million five hundred thousand dollars between a public agency and a person for the performance of a governmental function shall (a) provide that the public agency is entitled to receive a copy of records and files related to the performance of the governmental function, and (b) indicate that such records and files are subject to the Freedom of Information Act (FOIA) and may be disclosed by the public agency pursuant to FOIA. No request to inspect or copy such records or files shall be valid unless the request is made to the public agency in accordance with FOIA. Any complaint by a person who is denied the right to inspect or copy such records or files shall be brought to the Freedom of Information Commission in accordance with the provisions of sections 1-205 and 1-206 of the Connecticut General Statutes.

1.23 NONDISCRIMINATION

Any awarded Contract as a result of this RFP is subject to the following nondiscrimination provisions

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-

public agency, as defined in Conn. Gen. Stat. § 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability 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; and 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, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e and 46a-68f; and (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 it relates to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (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 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 Conn. Gen. Stat. § 46a-56; and (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 Conn. Gen. Stat. § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Conn. Gen. Stat. § 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.

1.24 CLAIMS AGAINST THE STATE

The awarded Contractor agrees that the sole and exclusive means for the presentation of any claim against the State arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Section 2. Scope of Work

2.1 BACKGROUND

Central Connecticut State University (CCSU) was founded in 1849 as the New Britain Normal School and is Connecticut's oldest publicly supported institution of higher education. CCSU is a fully accredited four year university. CCSU is governed by the Connecticut State Colleges & Universities (ConnSCU) Board of Regents, which oversees the four Connecticut state universities (Central, Eastern, Southern, and Western) and the state's 12 community colleges and Charter Oak.

In the Fall 2017 semester, CCSU enrolls approximately 7,600 full-time and 2,000 part-time undergraduate students. Approximately 2,270 students live in nine campus residence halls while the balance of the student population are commuters. See Section 2.6 for information on campus buildings.

For more information about CCSU please visit web.ccsu.edu.

2.2 OBJECTIVES

CCSU is seeking a qualified firm to provide television programming services for the University and help the University achieve its goals as outlined in this RFP. It is the University's intent to award a turnkey contract to a single Selected Firm. It is the purpose of this RFP to obtain complete data from each bidder to enable the University to determine which bidder is best solution for CCSU and would be most able to serve the criteria that are to be considered in the award of this contract.

2.3 CURRENT SERVICES INFORMATION

CCSU cable TV network provides instructional, information and entertainment programming to student housing facilities and academic facilities on campus. The network consists of single head-end feeding the Hybrid Fiber Coaxial (HFC). The network serves approximately 1850 residential and 700 educational drops.

The underground trunk lines share the same conduit and/or tunnels as the campus data network and the telephone distribution network.

The current service provider at CCSU is Apogee. That contract is scheduled to expire June 30, 2018.

2.4 CCSU BLUE TV GENERAL DESCRIPTION

CCSU provides cable service to the entire main campus in academic, non-academic and residential buildings. The method is a HFC distribution system. In most all buildings, cable television service is delivered via single mode fiber (SMF) to a receiver that outputs a coaxial cable (RF) signal to the building's distribution network. This is done via the use of taps and splitters, amplifiers (as-needed) in each building. Typically this equipment is located within a telecom room or other secured closet. All cable television service to these buildings emanates from a central location on campus known as the Powerhouse (PH). Within the PH there is a headend comprised of two standard 19" telecommunications racks housing a Comm2000 Digital System, fiber transmission, optical splitters, a VideoPropulsion Floodgate and various smaller hardware technologies to provide for the distribution of the cable service to the campus. The PH building receives the signals from satellite dishes and off-air antennas located atop the University Energy Center (EC). Within the EC, six optical transmitters are installed to allow for transfer of the signals to the PH.

See Attachment B for diagrams of the existing distribution system

All digital services are provided in "clear QAM", quadrature amplitude modulation, format that does not require the use of set top boxes.

CCSU provides a robust lineup of channels <see Attachment A> to its campus, including multiple regional sports networks, premium channels and additional over the top (OTT) services including HBOGO, MAXGO and Showtime

Anytime. Students authenticate into all OTT services using their CCSU issued BlueNet ID and password. CCSU provides file uploads of permissible housing information and connection to the campus lightweight directory access protocol (LDAP) to allow for student authentication to utilize OTT services.

CCSU maintains four (4) local origination channels on the cable system. Three (3) of these are located in the Elihu Burritt Library building and are housed in the Media Center department master control room. These channels are returned to the PH via a serial digital interface (SDI) fiber transport system and then integrated into the campus lineup on channels 23.1, 23.2 and 23.6. A fourth and final local channel (mtvU) originates from a dedicated satellite dish on the roof of the EC and is transported via fiber to the PH where it is integrated into the campus lineup on channel 23.5. CCSU receives the Connecticut Network (CT-N) via the Connecticut Education Network (CEN) connection between CCSU and the CT-N facility in Hartford, CT.

2.5 TECHNICAL SPECIFICATIONS/REQUIREMENTS

Vendor will create (1) one head-end for the system which will be located in a designated building to be approved by the University. Any satellite dishes utilized as part of this system will be located on a secondary building. All programming services are to be received at this head-end location by the selected vendor and distributed campus-wide to all designated locations. The format and signal specifications for the video feed are detailed in Section 2.5 Technical Requirements. The vendor will provide the service and maintenance of the system’s head end including any needed signal amplification equipment; installation of digital satellite antenna(s) and/or interface systems needed for the reception of the video signals to be distributed.

The University will not be responsible for blocking or filtering channels at the head-ends. Only equipment necessary for the reception or re-processing of the University’s selected channels and system monitoring will be permitted in the head-ends. The University requires the ability to add, delete or change programming channels with thirty (30) days notice to the selected firm. The system must be “plug and play” at the outlet for all digital delivered services. No set-top converter boxes will be accepted for cable ready televisions to receive mandatory services. If a student requires a set-top converter due to a non-cable ready TV, the University student will purchase them from a recommended list of vendors.

The University requires the ability to subscribe to additional programming and services, including but not limited to, premium channels and HD channels without the use of set top converter boxes, stereo music channels, etc.

The university requires at least five channels dedicated to university programming. Vendor must integrate channels into lineup on channels designated by the University using necessary means (filters, modulators, digital racks, etc) for the system design and balance and maintain channel video and audio levels to match cable system channels.

The University requires that the Connecticut Network (CT-N) be included on the University cable system.

Table 1 Mandatory High Definition Programming Services

A&E	CT-N	LinkTV	TV Land
Freeform	Destination America	Logo	Tru TV
AMC	Discovery	National Geographic	USA
Animal Planet	Disney Channel	Nickelodeon	Viceland
BET	Disney XD	MSNBC	VH-1
Bloomberg	E! Entertainment	MTV	VH-1 Classic
BBC America	Fox News	MTV2	Weather Channel
Bravo	FX	Oxygen	ABC (WTNH)
Cartoon Network	Food Network	Science	NBC (WVIT)
Chiller	GSN	Spike TV	CBS (WFSB)

A&E	CT-N	LinkTV	TV Land
CMT	Hallmark Channel	Sy-Fy Channel	FOX (WTIC)
CNBC	HGTV	TBS	WB (WCCT)
CNN	History Channel	TLC	UPN (WCTX)
Comedy Central	ion Television	TNT	PBS (WEDH)
C-Span	Lifetime Network	Travel Channel	Univision (WUVN)
Escape (WFSB 3.2)	LAFF (WFSB 3.3)	WFSB (3.4)	Bounce (WTNH 8.2)
WTNH (8.3)	This (WCCT 20.2)	Comet (WCCT 20.3)	CPTV Spirit (24.3)
Cozi (WVIT 30.2)	Telexitos (WVIT 30.3)		
ESPN	ESPN2	ESPN News	ESPN U
SNY	YES	MLB Network	NFL Network
NHL Network	NBA TV	NBC Sports	CBS Sports
Golf Channel	Fox Sports 1	NESN	CSN New England
HBO	HBO2	HBO Signature	Cinemax
More Max	Showtime	Showtime 2	The Movie Channel
Flix	Turner Classic Movies	Fox Movie Channel	Lifetime Movie Network
5 University Channels	Programming Guide		

CT local network affiliates must be used.

Table 1a Mandatory Over The Top (OTT) Programming Services

Vendor must agree to offer the current OTT services listed below to CCSU residential students and University test accounts utilizing the University BlueNet ID system and campus lightweight directory access protocol (LDAP). If requested, CCSU will provide and upload a file that lists current student housing verification. Future OTT services will be considered as they are made available to the campus by the programming networks.

HBO GO	MAX GO	Showtime Anytime	
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The university reserves the right to adjust the channel line-up with 30 days notice to vendor. Vendor will supply the university with a minimum of five reserved channels.

Table 2, Optional Programming Services: list optional channels that the University may or may not choose to purchase. The University may choose to purchase none, some, or all of the channels listed in Table 2. The University's evaluation of information from firms for channels listed in Table 2 will be completely independent from the evaluation of the information from firms for the mandatory channels listed in Table 1. For optional programming services:

1. The University will decide which, if any, of the Optional Programming Services listed in Table 2 it wishes to purchase.
2. The University reserves the right to obtain programming from multiple firms.
3. The University will have the flexibility to group and structure the channel lineup allocation as needed.

Table 2 Optional Programming Services

American Heroes Channel	Evine	IFC	Showtime Extreme
America's Auction Network	EWTN	Inspiration Network	Showtime Showcase (East)
Aqui	Fox Business Network	Investigation Discovery	Sportsman Channel
Audience Network	Fox Sports 2	Jewelry Television	Sundance TV
Big Ten Network	Fuse	MLB Network (alt)	TBN
BYU TV	FYI	Nat Geo Wild	TCT Network
Canal Once	Galavision	NBC Sports (alt)	TeenNick
Cartoon Network (West)	HBO (West)	Nick Jr.	Tennis Channel
Christian Television Network	HBO Family (East)	NRB Network	The Movie Channel (West)
Church Channel	HBO Family (West)	OWN	The Word Network
Cinemax (West)	HBO Latino	QVC	TV One
Cooking Channel	HBO2 (West)	ReelzChannel	Univision (East)
C-SPAN2	HITN TV	RFD TV	WE tv
Daystar	HLN	ShopNBC	WeatherNation
Disney Jr.	HSN	Showtime (West)	World Harvest Television
Enlace USA			

On-Line Channel Guide

Vendor must provide access to the University's channel listing on the two most widely used channel listing services, www.tvguide.com and ww.zap2it.com, featuring three-hour increments of scheduling information on the services broadcast over the system. The students must be able to view programming information for a particular time or channel by visiting the customized channel listing on the websites. The listing must be updated daily.

2.6 Technical Requirements

The video feed must meet or exceed the FCC Standard in all areas. The University may choose to translate frequencies as needed by customizing the channel allocation on the lineup.

The system and services must offer a method of digital video recording (DVR) by way of TIVO compatibility.

The system must be compliant with the June 2009 FCC digital mandate.

CCSU realizes there will be vast technological changes during the agreement. The vendor should propose ways to enhance and recommend appropriate, cost-effective service improvements. In response to this requirement, vendors should state and describe how they propose to make these changes and what steps will be taken to keep up with technological advancements.

2.7 Infrastructure

The vendor will coordinate and design the infrastructure for service delivery as required. The Infrastructure will become and remain the property of the University.

Buildings to be served

The following buildings and associated number of active outlets and units will receive video service as part of this RFP:

Residential Buildings:

James Hall	May Hall
Beecher Hall	Gallaudet Hall
Barrows Hall	Sheridan Hall
Carroll Hall (temporarily non-residential)	Vance Hall
North Hall	Mid-Campus Residence Hall

Academic/Administrative Buildings:

Willard Hall (reopens Spring 2019)	Vance Academic Center
Diloreto Hall (reopens Spring 2019)	Student Center
Davidson Hall	Police Station/Public Safety/Trailers
Barnard Hall	Burritt Library
Copernicus Hall	Kaiser Hall
Sanford Hall	East Hall
Marcus White Hall	Energy Center
Marcus White Annex	Arute Field (press box)
Memorial Hall	Pavilion (at baseball/softball field)
Welte Hall	Public Safety Facility
Maloney Hall	Powerhouse/EOC Facility
Hilltop Café	Social Sciences Hall
New Recreation Center (anticipated occupancy Spring 2019)	
New Engineering Building (anticipated occupancy Fall 2020)	

Maintenance

The provider is expected to provide uninterrupted, quality programming for the duration of the contract. In addition to a vendor provided online Customer Service Portal and toll free Customer Service Center, Vendor will provide a designated SCTE and SBCA certified maintenance technician(s), who will be familiar with the broadcast programming system, its components, and the key people on campus. Vendor will be available to meet any emergency needs within four (4) hours of notification and will respond for routine trouble and repairs within 24 hours. CCSU expects a 24/7 help desk solution. Provider must provide escalation procedures in the event of an outage.

Maintenance service to include semi-annual preventative maintenance visits to sweep & balance the head-end(s), and distribution systems to the closet, as well as, emergency maintenance on the head-end(s) and distribution systems to the closet. Utilizing a static IP address at the head-end(s) provided by the university, Vendor will provide a monitoring device in the head-end(s), which will allow for remote channel and equipment monitoring and examination from Vendors headquarters. In the event an alternative monitoring solution is available, Vendor will describe their preferred solution in the proposal. Details must be provided by vendor regarding access via the internet, communication ports, headquarter IP address limitations, software or web based. Vendor will provide a full warranty on all provided equipment for the entire term of the agreement. Vendor will provide parts and labor in order to maintain the entire system without additional cost to the University. Additional parts include, but are not limited to, taps, distribution, splitters, equipment, line extenders and amplifiers. Vendor must provide pricing to repair university owned equipment on a time and materials basis.

Installation of Additional Drops:

The University will utilize existing contracted telecommunications vendors to complete installation and maintenance of cable television drops.

Account Management:

Vendor will provide a single, designated Customer Account Manager to handle all service inquiries.

Vendor shall maintain all technical documentation describing the operation and delivery of TV programming on campus including schematic drawings and performance test results. Vendor is responsible for reviewing and updating all documentation and maintaining the documents in electronic form, providing access and transmittal to the university.

After completion of all work, the workmanship will be reviewed and approved by a University representative. All work rejected as unsatisfactory shall be corrected prior to the final inspection and acceptance and no payment will be made prior to this approval.

Section 3. Proposal

Proposers shall have sufficient experience, resources and qualified personnel to adequately perform the prescribed service. Proposers shall submit evidence of qualifications as requested in the solicitation.

If significant errors are found in the proposal, or if the proposal does not substantially conform to the requirements of the RFP, that proposal may be considered unresponsive and rejected.

Proposals submitted unsigned or after the due date and time shall be rejected.

The following requirements are presented as a minimum expectation for any Contractor's proposal to be considered and are to be addressed in the Contractor's response. If the proponent cannot meet or exceed these requirements, the University reserves the right to exclude their proposal from evaluation without further discourse or may enter into negotiations to mitigate any variances.

3.1 Proposal Preparation:

- a. Proposals shall be signed by an authorized representative of the Proposer. All information requested shall be submitted and failure to submit all information requested may result in your proposal being considered non-responsive and therefore, rejected.
- b. Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on meeting all requirements and content clarity.
 - 1) Proposals shall be submitted following the sequence of the questions asked in section 3.3 and should be identified as a response to the specific question. All information which pertains to that question should be placed in that section.
 - 2) All pages of the proposal should be numbered. CCSU requests that Proposers use the section numbers, letter and headings from the RFP. Proposals that are not organized by section number and question corresponding with each section separated by a tab, risk elimination if the evaluators are unable to find where the RFP requirements are specifically addressed.
 - 3) The proposals should contain a table of contents that identifies each section and page numbers.
- c. In the interest of supporting CCSU's initiative to reduce waste and extraneous use of natural resources, CCSU is requesting the following:
 - 1) All proposals should be submitted on two-sided recycled paper, where possible.
 - 2) Proposers should refrain from using excessive and unnecessary packaging when shipping or mailing their responses.

Any RFP response, subsequent submittals and resultant Contract are subject to Freedom of Information Act (FOIA) Connecticut General Statute (CGS) Section 1-218. Ownership of all data, material and documentation originated and prepared for the University pursuant to the RFP shall belong exclusively to the University. Trade secrets or commercial or financial information given in confidence submitted by a Proposer shall not be subject to public disclosure, however, the Proposer must clearly identify on every page of its proposal the information that it considers confidential. In addition, a written notice must be provided that identifies the rationale for the confidentiality of the information and if the information is subsequently requested, the pages marked confidential will be handled in accordance with FOIA Statute.

Labeling the entire contents of a proposal “confidential” is not acceptable and may result in rejection of the proposal.

3.2 Proposer Presentation:

As part of the evaluation process, the University reserves the right to request a formal presentation by any or all qualified Proposers and to visit locations for which the Contractor currently operates. The Purchasing Department shall schedule the presentations following committee review of the proposals. Proposers should be prepared to discuss and substantiate all areas of their proposals. This is a fact finding and explanation session only and does not include negotiation.

The Proposer shall be responsible for all of its costs associated with its presentation.

3.3 Program Proposal

Respondents are to address each of the following sections separately and in the sequence provided below. The University requests the responses focus on realistic and attainable plans, programs and financials and how these will be of most direct benefit to the CCSU community. Proposers should be prepared to explain, support, and expand on any proffered plans, programs and financials.

It is the Proposer’s responsibility to ensure that ALL INFORMATION REQUESTED BELOW IS INCLUDED WITH YOUR PROPOSAL and responded to IN THE SEQUENCE PROVIDED unless specifically identified.

- a) Include a complete statement of work detailing anticipated approach to installing all necessary hardware and cabling and performing all programming, including realistic timeline. Specifically address your plans to affect a seamless transition from the existing service to any new or expanded service based on the expiration of the current contract, including potential service down time, effects on customer service/signal delivery, etc.
- b) Provide your estimation as to how you would provide a seamless transition from the existing services to new or updated services based on the expiration of the contract timetable
- c) Provide in detail any space or hardware requirements that your system would require CCSU to be responsible for providing. Include server space, satellite dishes, etc.
- d) Complete Appendix VII, Programming Pricing
- e) Provide the requested information on the following optional services. Use the following lettering sequence for each. Use separate pages for each lettered response.
 - i. Optional programming
Provide pricing for each optional program listed in Section 2.5 Table 2. This should be provided on a per-channel basis. If company needs to offer or deliver some of these channels as package(s), that information must be made clear in the proposal.
 - ii. Optional Lineup Guide Channel:
Provide pricing for and describe any available Lineup Guide channel.

iii. Optional IPTV:

Describe the costs involved with converting at least ten (10) channels to h.264 format for IPTV delivery over the university's existing IP Network to an open source or various third party desktop clients.

iv. Optional Emergency Notification Services:

Describe the costs associated with Emergency Notification services available over the television channels.

v. Optional foreign language services for campus wide delivery:

CCSU has a number of international students living in campus residence halls. CCSU would be interested in offering some level of international programming to these students. Respond as to whether this option is available and explain in detail what may be offered and indicate the costs to deliver selected foreign language channels for campus wide delivery.

vi. Direct Premium Services

CCSU may be interested in offering its students options to directly contract with the service provider for premium services (pay per view, etc). Respond as to whether this option is available and explain in detail what may be offered and how the program would work for the students and any effect it would have on CCSU

- f) Provide names, titles, and phone numbers for all key personnel, including primary account representative and technical support.
- g) Complete Appendix I with contact information for five references of clients for which your company provided television programming services similar to those described herein.

Section 4. Proposal Evaluation

The evaluation of proposals received in response to the RFP will be conducted comprehensively, fairly, and impartially. A committee will be selected to evaluate the qualifications/experience and program/operational. The financial proposals will be scored using a predetermined formula. A Contract will be awarded to the responsive, responsible Contractor whose proposal was determined in writing to be the most advantageous to the University. All Contractors 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.

An initial evaluation of all proposals received shall be conducted to ensure the proposals are responsive in form to the RFP requirements.

Evaluation Criteria

- Demonstrated ability of the proposed system to meet CCSU standards and requirements as outlined in this RFP.
- Demonstrated understanding of the services requested
- Quality and clarity of proposal
- Space or hardware requirements of your proposed system
- Warranties and service plans
- Ability to offer premium services directly to students
- Ability to offer international programming
- Support team, including account manager and technical support
- References including those of similar installations
- Competitiveness of Fee Structure

The order in which the above selection criteria are listed is not indicative of their relative importance.

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

Review of References: Each proposer is required to provide a list of references as requested above. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference.

The University will include in its evaluation: proposals, presentations (if requested), references and interviews. In addition, the awards will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Contract.

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.

Proposal Qualification Data: If necessary to evaluate proposer qualification, proposer may be requested to furnish information including but not limited to the following items:

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

Appendix I. REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization has provided comprehensive television 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. **Proposers shall submit a clearly marked original and four (4) clearly marked hard copies plus one complete copy electronically on CD or USB flash drive.** Proposals **shall be received** by the CCSU Purchasing Department no later than 3:00 p.m. E.S.T., on **November 30, 2017** 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 hand delivered to:

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

Any proposal received after 3:00 p.m. on November 30, 2017 shall be rejected and will not be opened.

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

RFP 2018-13, Proposal for Television Programming Services, submitted by (Name of Contractor) and should specify what box/container it is of the total number of boxes/containers.

- B. Contractors shall submit a clearly marked original plus four clearly marked hard copies plus one complete copy electronically on CD or USB flash drive.
- 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 a contract is executed, 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. 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.
- 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 Act)
- J. Any alleged oral agreement or arrangement made by a Contractor 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 Proposer'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.
Purchasing Manager
Marcus White Annex room 006
New Britain CT 06050
Phone: (860) 832-2531
Fax: (860) 832-2523
Email: brodeur@ccsu.edu

Appendix III. PROPOSAL CERTIFICATION

PROPOSERS – SIGN AND SUBMIT THIS CERTIFICATION WITH PROPOSAL.

REQUEST FOR PROPOSAL NO. 2018-13
Television Programming Services at CCSU

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.

(name or firm name)

(phone no.)

(address)

(email address)

(address)

(federal I. D. no. or SSN)

(signature)

(date)

(title)

For all State Contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Election Enforcements Commission’s notice advising state Contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See Attachment [SEEC Form 11]

_____/_____
Initial Date

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Appendix IV. ADMINISTRATIVE 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__ - DAS Certification Number _____
Bidder Parent Company (If any)	
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__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	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(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

AFFIDAVIT:

I, the undersigned, am over the age of eighteen (18) and understand and appreciate the obligations of an oath. I am _____ of _____, an entity
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(a)(1) and 4a-60a(a)(1), as amended.

 Authorized Signatory

 Printed Name

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

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

Commission Expiration Date

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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:

Form with fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, Cost, and Description of Services Provided.

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

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

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

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

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court or Notary Public

My Commission Expires

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STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

Written or electronic affirmation to accompany a large State construction or procurement contract, having a cost of more than \$500,000, pursuant to Connecticut General Statutes §§ 1-101mm and 1-101qq

INSTRUCTIONS:

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

CHECK ONE:

I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]

I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]

I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website.

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

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STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS: CHECK ONE: Initial Certification.
 Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process.
- Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes;
- 2) "Respondent" means the person whose name is set forth at the beginning of this form; and
- 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010.
- Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both. Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Respondent 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)

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**STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106—1628**

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

Appendix VI. 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.

- [] Form of Proposal (complete response to requirements in Section 3)
- [] References (Appendix I)
- [] Signed Proposal Certification (Appendix III)
- [] Programming Pricing (**Appendix VII**)
- [] Administrative Forms included in Appendix IV –
 CHRO Bidder Contract Compliance Monitoring Report
 Signed and Notarized OPM Nondiscrimination Certification
 Signed and Notarized OPM Ethics Form 1 (Gift/Campaign Contributions)
 Signed and Notarized OPM Ethics Form 5 (Consulting Affidavit)
 Signed and Notarized OPM Ethics Form 6 (State Ethics Laws)
 Signed and Notarized OPM Ethics Form 7 (Iran)

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Appendix VII PROGRAMMING PRICING:

The programming pricing is to be fixed for the duration of the contract.
The supplier will provide the cost for each channel to be carried, and indicate if it is part of a bundle.
The University will use this information to determine if there are price increases, or decreases related to programming changes chosen by the University.

Television Programming Service

Materials & Installation	\$_____ (One Time)
Programming Services (Table 1 Mandatory)	\$_____ (per room, annual)
Maintenance	\$_____ (annual)
Discount for annual pre-payment:	_____ %

Company Name _____

Authorized Signature _____

END OF RFP