



**Southern Connecticut
State University**

REQUEST FOR PROPOSAL (RFP)

No. 26-SCSU-1

**Bookstore Operations Services for Southern Connecticut State
University (SCSU)**

Summary

Issue Date: January 6, 2025

Title: 26-SCSU-1 Bookstore Operation Services

Contract Term: Commencing on/about June 1, 2026- May 31, 2031, with an option for an additional four (4) year extension, by mutual agreement.

Questions Due: Friday, January 16, 2026 2:00PM EST

Proposer Site Visits: Complete by Friday, January 16, 2026

Proposals Due: Saturday, February 7, 2026 2:00PM EST

Submission: Electronic PDF to coten1@southernct.edu;

Subject line: 26-SCSU-1 Bookstore Operations Services

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Section 1- Administrative Overview

1.1 Introduction

Southern Connecticut State University (SCSU) is seeking proposals from qualified contractors to manage and operate the campus bookstore. SCSU's goal is to partner with a contractor who will deliver innovative, affordable textbook and course material solutions, enhance access for all students, and maximize value for the University community.

The current bookstore is managed by Barnes and Noble. With the contract approaching its expiration, and SCSU's commitment to exploring equitable access textbook programs, this RFP invites experienced contractors to propose a comprehensive management solution for the bookstore.

The selected contractor will be expected to collaborate closely with SCSU and the incumbent provider to ensure a smooth transition, with the objective of completing the process by July 1, 2026, in time for the upcoming academic year.

1.2 Authority

This RFP is issued under C.G.S. §§ 4a-52a, 10a-151b, and 10a-89, and applicable Connecticut State Colleges & Universities (CSCU) policies.

1.3 RFP Organization

This RFP is organized into the following sections:

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

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

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

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

1.4 Submission of Questions

Submit questions via email to coten1@southernct.edu by the deadline above. Answers and any addenda will be posted via the State DAS contracting portal. Proposers must acknowledge receipt of all addenda.

1.5 Proposer Site Visits

Campus visits may be scheduled by emailing CoteN1@SouthernCT.edu; complete by the date above. Individual interviews with selection committee members are not permitted.

1.6 Submission of Proposals

Submit a single, clearly labeled PDF via email with the Subject Line: 26-SCSU-1 Bookstore Operations Services. Proposals received after the deadline will be rejected. Names of submitting firms will be publicly announced; no other disclosure until award.

1.7 Costs for Proposal Preparation

All preparation/submission costs are the proposer's responsibility.

1.8 Disqualification of Proposals

Proposals may be rejected for noncompliance with law, incompleteness, ambiguity, conditional terms, debarment/suspension, default, or misrepresentation.

1.9 Rights Reserved

SCSU may award in whole or in part, reject any/all proposals, and waive minor irregularities. SCSU may negotiate and award to the most qualified proposer.

1.10 Final Contract

SCSU intends to use this RFP and the successful proposal as the basis for the final contract. Exhibit A: Standard State and CSUS terms and conditions will apply.

1.11 Inspection of Proposals and Confidential Information

Proposals are confidential until contract is fully executed by SCSU and the Awarded Contractor and has undergone review by the State of Connecticut Office of the Attorney General; thereafter they are subject to FOIA. Proposers may mark specific pages "Confidential," recognizing disclosure risks under FOIA.

1.12 Term of the Contract

Initial term is for five (5) years with an option to extend for one (1) additional four-year period with the mutual agreement of the parties.

1.13 Fees

Fee and cost structures shall remain firm for the contract term unless amended in writing by mutual agreement.

Section 2- Scope of Work

2.1 General Background

Southern Connecticut State University serves approximately 10,027 students, with 7,916 undergraduates and 2,111 graduate students. Approximately 2,066 undergraduates live in nine campus residence halls.

2.2 Objectives

Operate a first-class bookstore that enhances academic success and campus life, while delivering competitive pricing, strong customer service, innovation, compliance and transparent reporting.

2.3 Current Bookstore Information

SCSU currently contracts with Barnes & Noble College Booksellers, LLC through June 30, 2026. The awarded agreement will be exclusive as defined in Section 2.4 and will commence subsequent to that date.

Total Area: 11,500 Square Feet

- Retail Bookstore: 8,700 Square Feet
- Receiving/Storeroom: 2,180 Square Feet
- Three Offices (totaling 620 Square Feet)

Hours:

- Fall/Spring: Mon–Thu 9:00–5:30, Fri 9:00–4:00, Sat 11:00–3:00 (Fall/Special Events), Sun Closed
- Summer/Winter: Mon–Thu 9:00–4:00, Fri 9:00–1:00, Sat–Sun Closed

2.4 Scope of Desired Services

- Exclusive seller of all required, recommended, and suggested textbooks and course materials.
- Offer textbooks in multiple formats: new, used, rental, and digital; maintain timely adoption and ordering cycles.
- Operate an on-campus retail store and an SCSU-branded ecommerce site; all sales/rentals (in-store and online) are commissionable under this contract.
- Provide University-branded apparel and merchandise in coordination with University branding guidelines.
- Comply with the Higher Education Opportunity Act (HEOA), ADA accessibility requirements, and relevant privacy/security standards.
- Maintain hours aligned to the academic calendar; expand during rush/peak periods, evenings, and weekends as needed.

2.5 Textbook Access Program (Mandatory)

The contractor shall provide a comprehensive, flat-fee textbook access program. Under this program:

- Students receive access to all required course materials for the term (digital, rental, or physical as applicable)
- A single flat fee is posted to the student account with integration to University billing systems and timelines
- Robust opt-out provisions, communications, and timelines must be provided consistent with University, state and federal policies.
- The program must include service-level commitments for on-time fulfillment, scalable logistics (distribution, pickup/ship-to-home) and faculty adoption workflows.
- Pricing must be competitive and transparent, with reporting on participation, fulfillment, savings, and program performance.

2.6 Transition Plan.

The awarded contractor will be required to submit and implement a comprehensive transition plan for management and staffing of the bookstore. This plan must address collaboration with SCSU and the current provider to ensure an orderly transfer of responsibilities, inventory, and operations. The contractor is expected to actively participate in transition activities and facilitate a seamless changeover, minimizing disruption to students, faculty, and staff. The transition should be completed by July 1, 2026.

2.7 SCSU-Supplied Items

SCSU will provide heat, lighting, utilities, and building maintenance, subject to University policies.

2.8 Contractor-Supplied Items

- Fixtures, displays, sales terminals, and required point-of-sale systems.
- Ecommerce site and integrations necessary for online ordering, rentals, digital access, and shipping.
- Furnishings and decor subject to University approval; alterations require prior written approval and code compliance.

2.9 Performance Bond

- Provide a performance bond of \$500,000 payable to SCSU within ten (10) business days of award notice.
- Bond must be issued by a surety authorized to do business in Connecticut (U.S. Treasury Circular 570).

- Bond shall remain in effect for the entire contract term, including renewals; annual renewal is permitted.
- Issuer must provide written notice of expiration or non-renewal to SCSU and Contractor at least sixty (60) days in advance; Contractor must provide replacement surety within twenty-one (21) calendar days of SCSU's receipt of such notice.
- Failure to maintain required surety or provide replacement bond within the specified period may result in contract termination.

2.10 Indemnification, Insurance, and Terms

- Indemnify and hold harmless SCSU and the State of Connecticut against claims arising from Contractor's performance (acts of God and University negligence excepted).
- The awarded contractor will be required to comply with all applicable State of Connecticut Terms and Conditions, as set forth in Exhibit A of the final contract.
- Provide a Certificate of Insurance listing the State of Connecticut, Board of Regents, and SCSU as additional insureds.
- Minimum limits: \$1,000,000 Commercial General Liability each occurrence and \$2,000,000 in the aggregate; \$1,000,000 Automobile Liability (owned/hired/non-owned as applicable); \$1,000,000 Professional Liability; Statutory Workers' Compensation and Employers' Liability (\$100,000 each accident; \$500,000 disease-policy limit; \$100,000 each employee).

2.11 Pricing Structure

- Submit pricing/margins for: new textbooks; used textbooks; digital/electronic materials; rentals; University-branded apparel/merchandise; course packs and non-returnable texts (clearly disclosed).
- General supplies and sundries must be priced competitively with local retailers.
- Accept major credit/debit cards and the University one-card (Hoot Loot).

2.12 Refunds/Exchanges

Refund or exchange (like condition) within fourteen (14) days from the start of fall/spring terms; ten (10) days for part-term courses; five (5) days for summer/intersession. Drop-related refunds may be prorated; policies must be posted.

2.13 Buyback

Provide a buyback program for resalable texts; exclude workbooks/study guides intended for markup and any items restricted by publisher licensing; disclose non-returnable items at point of sale.

2.14 One-Card (Hoot Loot) Integration

Contractor must provide and maintain point-of-sale hardware/software compatible with the University's one-card system; pay required third-party integration/interface costs; maintain equipment and software.

2.15 Staffing and Training

Maintain adequate staffing; provide management oversight, training, and development; comply with all applicable employment regulations and University policies; prioritize student employment opportunities.

2.16 Security

Contractor is responsible for key/access control and security of its areas; report losses/break-ins; purchase additional locks/devices as needed; University retains access to secured areas.

2.17 Maintenance, Replacement, and Sanitation

Maintain premises, equipment, and facilities to University standards and applicable codes; remove waste to University-provided dumpsters; comply with recycling policies; Contractor responsible for insect and pest control within the bookstore footprint.

2.18 Telephone and Data

University may provide telephone equipment/services and data connections; Contractor bears applicable charges and provides necessary cables/devices.

2.19 Summary of Responsibilities

- Utilities/Building Maintenance: Provided by University; paid by University.
- Extermination (bookstore area), security devices, furnishings/fixtures: Provided/purchased by Contractor; paid by Contractor.
- POS hardware/software and one-card integration: Provided by Contractor; paid by Contractor.

2.20 Commissions, Accounting, and Payments

- SCSU's Fiscal year is July 1 – June 30; monthly commission statements and payments due by the 30th of the following month.

- Awarded Contractor shall maintain complete and accurate financial records per Generally Accepted Accounting Principles (GAAP); retain for three (3) years or until audited.
- University reserves the right to audit all bookstore records and cash register receipts with or without notice.
- Late payments may incur interest at the prevailing State delinquent income tax rate.

Section 3- Proposal Requirements

3.1 Response Format

- Include a table of contents; organize responses in the numbering sequence of this RFP.
- Submit proposals electronically as a single PDF.

3.2 Required Content

- Executive summary of approach and plan.
- Company information; parent entity; key management; on-site team resumes.
- Financial capacity: audited financial statements for the most recent year; ability to support initial inventory, equipment and staffing.
- Client list (Northeast/New England) and references (minimum five institutions of similar size/complexity).
- Detailed plan addressing Section 2.4 and the mandatory Textbook Access Program (2.5)
- Internal systems; inventory controls; sales recording/reporting cash handling; internal audit.
- Staff training programs; customer service practices; marketing and promotions.
- Facility enhancements/leasehold improvements (if any).
- Proposed commission structure and minimum annual guarantee (whichever is greater).
- Proposed pricing structure and rental program terms.
- Affirmative Action/CHRO compliance; ethics forms/certifications as required.

Section 4- Evaluation Criteria

4.1 Evaluation

Award will be based on a comprehensive review of proposals, presentations (if requested), references, financial considerations (commissions), and successful negotiation of contract terms. SCSU will select the proposal offering best value.

4.2 Criteria

- Understanding of SCSU objectives; quality of proposed operations and innovation.
- Strength of the Textbook Access Program and billing integration.
- References and track record at comparable institutions.
- Financial proposal: commissions, guarantees, capital investment.
- Compliance with State contracting statutes/ethics; CHRO; ADA/HEOA.

Appendix A- Required Forms & Certifications

- Proposal Certification (signed)
- CHRO Contract Compliance Forms.
- OPM Ethics Forms 1: Campaign Contribution;
- W-9 Taxpayer Identification Number and Certification.

Appendix B- Proposal Checklist

- References (minimum five) with contact emails.
- Executive Summary and detailed plan addressing Section 2.4 and 2.5.
- Commission proposal and minimum guarantee.
- Pricing structure and rental program terms.
- Audited financial statement (most recent year).
- Completed forms (Appendix A).

Exhibit A – State of Connecticut Terms and Conditions

1. Statutory Authority:

Connecticut General Statutes §§ 10a-6, 10a-1b, 4a-52a, and /or 10a-151b provides the constituent unit with the authority to enter into contracts in the pursuit of its mission.

2. Professional Standards:

In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to constituent unit in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of said constituent unit, such services as constituent unit requests, provided in this contract.

3. Federal and State statutes and regulations:

In performing services pursuant to this contract, Contractor, its employees and representatives shall at all times comply with all applicable federal and state statutes, regulations and laws, including, but not limited to, the Gramm-Leach–Bliley Act, the Family Educational Rights and Privacy Act (“FERPA”) and related State Contracting Agency Policies, in the protection of all personally identifiable and other protected confidential information and non-directory student data.

4. Claims Against the State:

The 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.

5. Forum and Choice of Law:

The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law

or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

6. Sovereign Immunity:

The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

7. Indemnification:

- (a) 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) third party Claims arising, directly or indirectly, in connection with the Contract; 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 or this Contract. Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this Section. 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 that may be included in the deliverables or performance, other proprietary rights of any person or entity, copyrighted or uncopiedrighted compositions, secret processes, patented or unpatented inventions, trade secrets, trademarks, articles or appliances furnished or used in the performance.
- (b) Contractor shall not be responsible for indemnifying, defending 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) Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the acts of Contractor or any Contractor Parties. The State shall give Contractor reasonable notice of any such Claims.
- (d) Contractor's duties under this Section shall remain fully in effect and binding in accordance with the terms of this 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 or where the State is alleged or is found to have contributed to the acts giving rise to the Claims or both.
- (e) Contractor shall carry and maintain at all times during the Term of this Contract, and during the time that any provisions survive the Term of this Contract, sufficient commercial general liability insurance to satisfy its obligations under this Contract. Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to the Agency prior to the effective date of the Contract. Contractor shall not begin performance until the delivery of the policy to the Agency. The Agency shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the Agency 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.

8. Termination:

- (a) Notwithstanding any provisions in this contract, constituent unit, through a duly authorized employee, may terminate the contract whenever constituent unit makes a written determination that such termination is in the best interests of the State. Constituent unit shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, constituent unit, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which constituent unit sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure

but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty-four (24) hours' prior written notice. If Constituent unit believes that the Contractor has not performed according to the contract, constituent unit may withhold payment in whole or in part pending resolution of the performance issue, provided that constituent unit notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) Constituent unit shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to constituent unit for purposes of correspondence, or by hand delivery. Upon receiving the notice from constituent unit, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all commercially reasonable efforts to mitigate any losses or damages, and deliver to constituent unit all records. The records are deemed to be the property of constituent unit and the Contractor shall deliver them to constituent unit no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from constituent unit for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from constituent unit, the Contractor shall cease operations as constituent unit directs in the notice, and take all actions that are necessary or appropriate, or that constituent unit may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which constituent unit directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) Constituent unit shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by constituent unit in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and constituent unit is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by constituent

unit, the Contractor shall assign to constituent unit, or any replacement Contractor which constituent unit designates, all subcontracts, purchase orders and other commitments, deliver to constituent unit all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as constituent unit may request.

(f) For breach or violation of any of the provisions in the section concerning representations and warranties, constituent unit may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.

(g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited in the contract and without each one of them having to be specifically mentioned in the contract.

(h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by constituent unit.

9. Nondiscrimination:

Nondiscrimination.

(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" includes, but is not 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 (1) fifty-one per cent or more of the capital stock, if any, or assets of which are owned by a person or persons who (a) exercise operational authority over the daily affairs of the enterprise, (b) have the power to direct the management and policies and receive the beneficial interest of the enterprise, (c) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, and (d) are members of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability, or (2) which is a nonprofit corporation in which fifty-one per cent or more of the persons who exercise operational authority over the enterprise, (a) possess managerial and technical competence and experience directly related to the principal business activities of the enterprise, (b) have the power to direct the management and policies of the enterprise, and (c) are member of a minority, as defined in C.G.S. § 32-9n, or are individuals with a disability; and
- x. "public works contract" means any agreement (A) for construction, rehabilitation, conversion, extension, demolition or repair of changes or improvements in real property, and (B) that is financed in whole or in part by the state, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees where such funding equals one hundred fifty thousand dollars or more.

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, unless the contract is a public works contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in C.G.S. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a

subdivision, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(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, sexual orientation, gender identity or expression, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 ensure 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, sexual orientation, status as a veteran, status as a victim of domestic violence, status as a victim of sexual assault or status as a victim of trafficking in persons, 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission with such information requested by the Commission, and permit access to pertinent books, records and accounts,

concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he or she 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; the timing and value of bids; 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 in every subcontract entered into in order to fulfill any obligation of a public works contract, 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 Connecticut General Statutes § 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) Pursuant to subsection (c) of section 4a-60 of the Connecticut General Statutes, the Contractor, for itself and its authorized signatory of this Contract, affirms that it understands the obligations of this Section and that

it will maintain a policy for the duration of the Contract to assure that the Contract will be performed in compliance with the nondiscrimination requirements of such section. The Contractor and its authorized signatory of this Contract demonstrate their understanding of this obligation by (A) having provided an affirmative response in the required online bid or response to a proposal question which asks if the contractor understands its obligations under such sections, (B) signing this Contract, or (C) initialing this nondiscrimination affirmation in the following box:

10. Executive Orders and Other Enactments:

- (a) All references in this Contract to any Federal, State, or local law, statute, public or special act, executive order, ordinance, regulation or code (collectively, "Enactments") shall mean Enactments that apply to the Contract at any time during its term, or that may be made applicable to the Contract during its term. This Contract shall always be read and interpreted in accordance with the latest applicable wording and requirements of the Enactments. Unless otherwise provided by Enactments, the Contractor is not relieved of its obligation to perform under this Contract if it chooses to contest the applicability of the Enactments or the Client Agency's authority to require compliance with the Enactments.
- (b) 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 this Contract as if they had been fully set forth in it.
- (c) This Contract may be subject to (1) Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services; and (2) Executive Order No. 61 of Governor Dannel P. Malloy promulgated December 13, 2017 concerning the Policy for the Management of State Information Technology Projects, as issued by the Office of Policy and Management, Policy ID IT-SDLC-17-04. If any of the Executive Orders referenced in this subsection is applicable, it is deemed to be incorporated into and made a part of this Contract as if fully set forth in it.

11. Family Educational Rights and Privacy Act (FERPA):

In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this Contract may be

construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA. This section shall survive the termination, cancellation or expiration of the contract.

12. Campaign Contribution Restrictions:

Campaign Contribution Restriction. For all State contracts, defined in section 9-612 of the Connecticut General Statutes as having a value of \$50,000 or more, or a combination or series of such agreements or contracts having a value of \$100,000 or more in a calendar year, the authorized signatory to this Agreement represents that they have received the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.

13. Large State Contract Representation for Contractor:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the Contractor, for itself and on behalf of all of its principals or key personnel who submitted a bid or proposal, represents:

That no gifts were made by (A) the Contractor, (B) any principals and key personnel of the Contractor, who participate substantially in preparing bids, proposals or negotiating State contracts, or (C) any agent of the Contractor or principals and 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 requests 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; That no such principals and key personnel of the Contractor, or agent of the Contractor or of such principals and key personnel, knows of any action by the Contractor to circumvent such prohibition on gifts by providing for any other principals and key personnel, official, employee or agent of the Contractor to provide a gift to any such public official or State employee; and That the Contractor is

submitting bids or proposals without fraud or collusion with any person.

14. Large State Contract Representation for Official or Employee of the State Agency:

Pursuant to section 4-252 of the Connecticut General Statutes and Acting Governor Susan Bysiewicz Executive Order No. 21-2, promulgated July 1, 2021, the State agency official or employee represents that the selection of the person, firm or corporation was not the result of collusion, the giving of a gift or the promise of a gift, compensation, fraud or inappropriate influence from any person.

15. Consulting Agreements Representation:

Pursuant to section 4a-81 of the Connecticut General Statutes, the person signing this Contract on behalf of the Contractor represents, to their best knowledge and belief and subject to the penalty of false statement as provided in section 53a-157b of the Connecticut General Statutes, that the Contractor has not entered into any consulting agreements in connection with this Contract, except for the agreements listed below or in an attachment to this Contract. "Consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information, or (C) any other similar activity related to such contracts. "Consulting agreement" does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the Connecticut General Statutes as of the date such contract is executed in accordance with the provisions of section 4a-81 of the Connecticut General Statutes.

Consultant's Name and Title
applicable)

Name of Firm (if
applicable)

Start Date

End Date

Cost

The basic terms of the consulting agreement are:

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

16. Summary of State Ethics Laws:

Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes (a) the State has provided to the Contractor the summary of State ethics laws developed by the Office of State Ethics pursuant to section 1-81b of the Connecticut General Statutes, which summary is incorporated by reference into and made a part of this Contract as if the summary had been fully set forth in this Contract; (b) the Contractor represents that the chief executive officer or authorized signatory of the Contract and all key

employees of such officer or signatory have read and understood the summary and agree to comply with the provisions of state ethics law; (c) prior to entering into a contract with any subcontractors or consultants, the Contractor shall provide the summary to all subcontractors and consultants and each such contract entered into with a subcontractor or consultant on or after July 1, 2021, shall include a representation that each subcontractor or consultant and the key employees of such subcontractor or consultant have read and understood the summary and agree to comply with the provisions of state ethics law; (d) failure to include such representations in such contracts with subcontractors or consultants shall be cause for termination of the Contract; and (e) each contract with such contractor, subcontractor or consultant shall incorporate such summary by reference as a part of the contract terms.

17. Iran Energy Investment Certification:

(a) Pursuant to section 4-252a of the Connecticut General Statutes, the Contractor certifies that it has not made a direct investment 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, and has not increased or renewed such investment on or after said date.

(b) If the Contractor makes a good faith effort to determine whether it has made an investment described in subsection (a) of this section then the Contractor shall not be deemed to be in breach of the Contract or in violation of this section. A "good faith effort" for purposes of this subsection includes a determination that the Contractor is not on the list of persons who engage in certain investment activities in Iran created by the Department of General Services of the State of California pursuant to Division 2, Chapter 2.7 of the California Public Contract Code. Nothing in this subsection shall be construed to impair the ability of the State agency or quasi-public agency to pursue a breach of contract action for any violation of the provisions of the Contract.

18. Disclosure of Records:

This Contract may 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.

19. Whistleblower:

This contract 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.

20. Audit Requirements for State and Federal Grants:

(a). For State – Funded Grant Contracts where the Contractor has or will receive \$100,000 or more in any State grants(s) during the Contractor's fiscal year. For purposes of this clause, the word "Contractor" shall be read to mean "nonstate entity," as that term is defined in Conn. Gen. Stat. § 4-230. The Contractor shall provide for an annual financial audit acceptable to constituent unit for any expenditure of State-awarded funds made by the Contractor. Such audit shall include management letters and audit recommendations. The State Auditors of Public Accounts shall have access to all records and accounts for the fiscal year(s) in which the award

was made. The Contractor will comply with federal and State single audit standards as applicable.

(b). Audit Requirements for Federal Grants: For U.S. based, non-profit Contractors expending \$500,000 or more of federal awards in one year: The Contractor agrees to comply with the requirements of Office of Management and Budget (OMB) Circular A-133. Contractor further agrees to provide constituent unit with copies of all independent auditors' reports which cover the period of performance of this Contract. Contractor will provide a copy of its response to auditors' reports and, in instances of non-compliance, a plan for corrective action. All records and reports prepared in accordance with the requirements of OMB Circular A-133 shall be made available for review or audit by appropriate officials of the Federal agency, Institution, or the General Accounting Office (GAO) during normal business hours.

21. Confidential Information:

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

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

22. Force Majeure:

Neither party shall be liable to the other or be deemed to be in breach of this Contract for any failure or delay in rendering performance arising out of causes beyond its reasonable control and without its fault or negligence ("Force Majeure"). Such causes may include, but are not limited to, acts of nature or of a public enemy, fires, floods, war, embargo, pandemics, epidemics, public health events of international concern ("PHEIC"), supply chain delays from countries or regions effected by PHEIC, governmental actions or orders (e.g., quarantine restrictions, travel restrictions, limitations on public gatherings, etc.), strikes, boycott, lockout, accident, explosion, riot, insurrection, terrorist act, Act of God, acts of governmental authority, or unusually severe weather.

In the case of a Force Majeure event, either party may provide written notice to delay performance under this Section for thirty (30) days. At its option, upon written notice, constituent unit may terminate any Services that are delayed more than thirty (30) days by a Force Majeure event. In such a situation, constituent unit shall be reimbursed for any Services paid for but not performed within fourteen (14) days of such good-faith termination notice.

23. Quality Surveillance, Examination of Records and Inspection of Work:

Pursuant to C.G.S. §§ 4e-29 and 4e-30, all services performed by the Contractor and all records pertaining to this contract shall be subject to the inspection and approval of the State and constituent unit at reasonable times.

24. Assignment:

This contract shall not be assigned by either party without the express prior written consent of the other.

25. Contractor's Standards of Conduct:

(a) In order to insure the orderly and efficient performance of duties and services at constituent unit locations and to protect the health, safety and welfare of all members of constituent unit's community the Contractor agrees that the following items are strictly prohibited while performing services under this Contract:

- i. Use or possession of drugs or alcohol;
- ii. Possession of firearms or illegal weapons anywhere on constituent unit campus including vehicles;
- iii. Smoking in buildings;
- iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
- v. Violation of applicable traffic or public safety regulations or of constituent unit rules and procedures;
- vi. Unauthorized use of constituent unit vehicles, equipment or property;
- vii. Use of constituent unit telephones for personal business;
- viii. Removal or theft of constituent unit property;
- ix. Unauthorized duplication or possession of constituent unit keys;
- x. Transfer of personal identification card or of parking pass to unauthorized personnel;
- xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the constituent unit community;
- xii. Interference with the work of other employees;
- xiii. Work attire other than the specified uniform; and
- xiv. Loud, vulgar behavior or the use of profanity.

(b) Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards and within this section.

Constituent unit may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards listed above, or in violation of any law or standards adopted by constituent unit from time to time, as required, to protect the health, safety and welfare of the constituent unit community. Upon request of constituent unit, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Contract.

26. References to Statutes, Public Acts, Regulations, Codes and Executive Orders:

All references in this Contract to any statute, public act, regulation, code or executive order shall mean such statute, public act, regulation, code or executive order, respectively, as it has been amended, replaced or superseded at any time. Notwithstanding any language in this Contract that relates to such statute, public act, regulation, code or executive order, and notwithstanding a lack of a formal amendment to this Contract, this Contract shall always be read and interpreted as if it contained the most current and applicable wording and requirements of such statute, public act, regulation, code or executive order as if their most current language had been used in and requirements incorporated into this Contract at the time of its execution.

STATE OF CONNECTICUT- IT PROVISIONS:

1. State Comptroller Specifications.

In accordance with Conn. Gen. Stat. § 4d-31, this Contract is deemed to have incorporated within it all specifications established by the State Comptroller to ensure that all policies, procedures, processes, and control systems, including hardware, software, and protocols established by Contractor (if any) are compatible with and support the State's core financial systems, including but not limited to, accounting, payroll, time and attendance, and retirement systems. Contractor shall deliver the goods and services required by this Contract in compliance with the foregoing to the extent the same are impacted by such goods and services.

2. General Assembly Access to Records.

In accordance with Conn. Gen. Stat. § 4d-40, the Joint Committee on Legislative Management and each nonpartisan office of the General Assembly shall continue to have access to CSCU's records that is not less than the access that said committee and such offices have on July 1, 1997.

3. Continuity of Systems.

This Section is intended to comply with Conn. Gen. Stat. §4d-44.

(a) Contractor acknowledges that the goods and services Contractor is providing pursuant to this Agreement are important to the function of State government and that they must continue without interruption. Pursuant to Conn. Gen. Stat. §4d-44, if the work under the Contract, any subcontract, or amendment to either, is transferred back to the State of Connecticut or to another contractor at any time for any reason, then Contractor shall cooperate fully with the State, and do and perform all acts and things that Subscriber deems to be necessary or appropriate, to ensure continuity of state agency information system and telecommunication system facilities, equipment and services so that there is no disruption or interruption in performance as required or permitted in the Contract. Contractor shall not enter into any subcontract for any part of the performance under the Contract without approval of such subcontract by the State, as required by Conn. Gen. Stat. §4d-32, and without such subcontract including a provision that obligates the subcontractor to comply fully with Conn. Gen. Stat. §4d-44 as if the subcontractor were in fact Contractor. Contractor shall make a full and complete disclosure of and delivery to the State or its representatives of all Records and "Public Records," as that term is defined in Conn. Gen. Stat. §4d-33, as it may be amended, in whatever form they exist or are stored and maintained and wherever located, directly or indirectly concerning the Contract.

(b) If applicable, the parties shall follow the below applicable and respective procedures in order to ensure the orderly transfer to the State the following:

1. facilities and equipment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, Contractor shall deliver to Subscriber, F.O.B. Connecticut State Colleges and Universities, 61 Woodland Street, Suite 204, Hartford, Connecticut or other State location which Subscriber identifies, all facilities and equipment related to or arising out of the Contract, subcontract or amendment, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver the facilities and equipment to Subscriber, during Subscriber's business hours, in good working order and in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all related operation manuals and other documentation in whatever form they exist and a list of all related passwords and security codes;
2. software deliverables created or modified pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case

that shorter period shall apply, Contractor shall deliver to Subscriber, F.O.B. Connecticut State Colleges and Universities, 61 Woodland Street, Suite 204, Hartford, Connecticut or other location which Subscriber identifies, all software deliverables, no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver such deliverables to Subscriber, during Subscriber's business hours, in good working order, and if equipment shall be delivered, in appropriately protective packaging to ensure delivery without damage. Concurrent with this delivery, Contractor shall also deliver all deliverable-related operation manuals and other documentation in whatever form they exist, if delivery of such manuals and documentation is required by this Contract, and a list of all deliverable passwords and security codes; and

3. Public Records, as defined in Conn. Gen. Stat. §4d-33, as it may be amended, which Contractor or Contractor Parties possess or create pursuant to the Contract, subcontract or amendment: Unless a shorter period is necessary or appropriate to ensure compliance with subsection (a) above, in which case that shorter period shall apply, Contractor shall deliver to Subscriber, F.O.B. Connecticut State Colleges and Universities, 61 Woodland Street, Suite 204, Hartford, Connecticut or other State location which Subscriber identifies, all Public Records created or modified pursuant to the Contract, subcontract or amendment and requested in writing by Subscriber (provided that Contractor may redact confidential information of Contractor, its personnel or third parties to the extent permitted by applicable law) no later than 10 days from the date that the work under the Contract is transferred back to the State or to another contractor for any reason. Contractor shall deliver to Subscriber those Public Records in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or TXT. Contractor shall deliver to Subscriber, during Subscriber's business hours, those Public Records and a list of all applicable passwords and security codes, all in appropriately protective packaging to ensure delivery without damage.

(c) If Contractor employs former State employees, it shall facilitate the exercising of any reemployment rights that such State employees may have with the State. Contractor shall include language similar to this section in all of its contracts with its subcontractors and applicable Contractor Parties, so that they are similarly obligated.