

ADDENDUM #1

DATE: October 18, 2011
TO: All Prospective Bidders
FROM: Kathleen Joy, Assistant Director, Purchasing
RE: **RFP #KJ100711, Women's Basketball Local Television Broadcast Rights**

All respondents are hereby advised of the following amendments to the Request for Proposal documents which are hereby made an integral part of the bid documents for the subject contract, prepared by the University of Connecticut Purchasing Department.

Proposals submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondents shall be required to acknowledge receipt of this addendum in their proposal response. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

CHANGE TO MANDATORY PRE-PROPOSAL CONFERENCE DATE and # OF SESSIONS:

1. Refer to Cover Page, Section 3.2 Estimated Timetable, and Section 3.4.1 Mandatory Pre-Proposal Conference. Mandatory Pre-Proposal Conference date is changed from October 19, 2011 @ 10:00 AM to **October 25, 2011 @ 9:00 AM (EDT)**.

Please note: A single conference will be held for all interested parties at 9:00 AM on October 25, 2011. The second session at 1:00 PM is cancelled.

BIDDER NOTE: This addendum must be completed, signed and submitted with your bid response to be considered for award. If you have already submitted a bid, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your bid response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.**

Name of Firm

Telephone/ email

Duly Authorized Signature

Date



REQUEST FOR PROPOSAL

**University of Connecticut
Division of Athletics**

for

Women's Basketball Local Television Broadcast Rights

RFP# KJ100711

Issue Date: October 7, 2011

Mandatory Pre-Proposal Conference: October 19, 2011 @ 10:00 AM (EDT)

Proposal Due Date: November 10, 2011 @ 2:00 PM (EST)

Kathleen Joy
Assistant Director, Procurement Services
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

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Attachments:

- State Ethics Policy Memorandum
- Contract Compliance Regulations
- Bidder Contract Compliance Monitoring Report
- SEEC Form 11
- Non-Discrimination Certification

Affidavits:

- Form 1 – Gift and Campaign Contribution Certification
- Form 5 – Consulting Agreement Affidavit
- Form 6 - Affirmation of Receipt of State Ethics Laws Summary

Section 1 Definitions

- 1.0** "Campus" means University of Connecticut Storrs Campus, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut, or which may be acquired or constructed during the term of the anticipated Contract and which are operated by, or directly in conjunction with, the University.
- 1.1** The word "University", or "UCONN", or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut.
- 1.2** "Athletics" refers to the University Of Connecticut Division Of Athletics.
- 1.3** "Bidder", "Provider", "Proposer", "Vendor", "Contractor", "Firm" and "Respondent" refer to a Company responding to this Proposal.
- 1.4** "RFP" is the abbreviated reference to Request for Proposal.
- 1.5** Request for Proposals (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposed to govern the relationship between it and the selected vendor.

Section 2 Introduction

2.0 **Scope:** The University of Connecticut, hereinafter referred to as the “University” in Storrs, Connecticut invites interested firms to submit proposals for its **Women’s Basketball Local Television Broadcast Rights**. The intent of this Request for Proposal is to enter into a contract with a qualified contractor who can deliver the best value to the University through the contractor’s annual production and distribution of women’s basketball game broadcasts. The successful contractor will be required to demonstrate its ability to deliver a high quality production, including a requirement for HD broadcasts. In addition, the contractor must ensure, at a minimum, 100% statewide distribution. On cable systems, such distribution must include availability on a basic or expanded basic level of service (not a sports tier or other premium service level).

While it is the University’s intent to make a single award as a result of this RFP, the University reserves the right to make multiple awards if it is deemed to be in the best interests of the University and the Division of Athletics.

2.1 **General:** The University anticipates a contract which is expressly conditioned upon the performance of the provider's obligations and commitments as identified in the final agreement.

2.2 **Term of Contract:** The initial term of any contract resulting from this RFP will be for four (4) years (2012-13, 2013-14, 2014-15, 2015-16). By mutual written agreement of both parties, resultant contract may be extended for two (2) additional one (1) year terms or parts thereof (2016-17 and 2017-18). Such intent to renew shall be conveyed to the firm in writing no later than one hundred and twenty (120) days prior to the effective date.

2.3 **Background:**

2.3.1 University of Connecticut

The state’s flagship institution of higher learning, the University of Connecticut is ranked among the Top 20 public universities in the nation by *U.S. News & World Report*. UConn’s main campus in Storrs is admitting the highest-achieving freshman in University history. Student diversity continues to increase, as does the number of honors students, valedictorians and salutatorians who consistently make UConn their top choice. Approximately 28,000 applications for admission were received in the Fall of 2010, a figure reflecting UConn’s strong reputation as an outstanding institution of higher learning. The total enrollment in Fall 2010 was just over 30,000 students (undergraduate and graduate) and the average SAT score for entering freshman was 1221. UConn boasts a very healthy 93 percent retention rate among students, and average time to graduate is 4.3 years. UConn continues to enhance the campus through the state-supported UConn 2000 / 21st Century UConn program. As of October 2010, 105 projects totaling nearly \$1.8 billion have been authorized and more than 10 million square feet of new and renovated space has been completed. UConn alumni have great pride in their alma mater. There are more than 208,500 total UConn alumni, and more than 117,000 alums live in Connecticut.

2.3.2 University of Connecticut Athletics

- The University of Connecticut Division of Athletics sponsors 24 sports that compete at the NCAA Division I-A level and is a member of the BIG EAST Conference.
- Since 1990, UConn has won 12 NCAA Championships and more than 95 BIG EAST regular season or tournament championships.
- UConn is the only school in NCAA history to win men’s and women’s basketball national championships in the same season (2004). The UConn men have participated in four Final

Fours and won three national titles. The UConn women have competed in 12 Final Fours, winning the championship seven times.

- UConn is the only school to ever boast two active Hall of Fame basketball coaches in Jim Calhoun (Class of 2005) and Geno Auriemma (Class of 2006).
- UConn has one of the nation's newest and most modern college football stadium in Rentschler Field located in East Hartford, CT. In addition, UConn opened among the finest on-campus facilities in America with the opening of The Burton Family Football Complex and Mark R. Shenkman Training Center in the summer of 2006.
- UConn football continues to grow and enjoy continuing success. The Huskies competed in their four straight bowl game and first-ever BCS bowl game in January 2011, competing in the Tostitos Fiesta Bowl in Glendale, Arizona.
- In 2010-11, UConn became the first school to ever compete in the BCS bowl game and two Final Fours in the same year. In that same year, UConn advanced to the NCAA Baseball Super Regionals for the first time.
- UConn student-athletes continue to excel in the classroom. More than 50% of UConn's 650 student-athletes earned a 3.0-or-better grade point average during the Spring and/or Fall 2010 semesters, including 16 that achieved a perfect 4.0 grade point average.
- UConn student-athletes are committed to community service. The department-wide "Husky Reach" program brings student-athletes to Manchester-based Verplanck Elementary School throughout the year to foster an understanding of teamwork, sportsmanship and the important of education. In addition, members of UConn's Student-Athlete Advisory Committee (SAAC) coordinate a number of activities throughout the year to benefit those in need. These outreach efforts have included annual book, toy and coat drives for underprivileged families in the local community.
- Nearly 1,000,000 fans come to UConn events annually. Ticketed sports are football, men's basketball, women's basketball, men's soccer, women's soccer and men's ice hockey.
- UConn enjoys basketball television coverage that is second to none. In the 2010-11 every one of UConn's combined 79 regular season and postseason men's and women's basketball contests were televised either nationally, regionally or locally.
- UConn's loyal donors annually contribute to Husky successes. Since the formation of the UConn Athletic Development Fund in 1978, more than \$180 million has been donated in to support the academic and athletic achievements of our UConn student-athletes. This includes more than \$110 million in the last ten years.

2.3.3 UConn Women's Basketball

- The Huskies have won seven national championships and the Huskies are a perfect 7-0 in National Championship games.
- UConn has advanced to the NCAA Final Four 12 times, including the last four straight and 11 in the last 17 seasons.
- Connecticut has won a total of 36 BIG EAST Championships including 19 Regular Season titles and 17 Tournament crowns. No other school has won more than three Tournament championships and UConn has taken home the championship hardware from the BIG EAST Tournament 15 times in the last 18 seasons.
- The Huskies have won at least 30 games in 16 of the last 18 seasons, including six straight.
- Five former Huskies have won a total of seven Olympic gold medals while competing as a member of the United States National Team
 - Connecticut won an NCAA record 90-consecutive games from 2008-2010 (including back-to-back national championships during that span), which eclipsed the UCLA men's basketball team's iconic 88-game streak that stood since 1974.
- Geno Auriemma, a 2006 Naismith Hall of Fame Inductee, sports a 771-124 overall record and his .861 winning percentage is tops among active coaches.
- Auriemma has earned a total of 23 National Coach of the Year honors and has been named BIG EAST Coach of the Year 10 times.

- Auriemma, who led Team USA to the gold medal at the 2010 FIBA World Championship, will coach the United States National Team at the 2012 Olympic Games in London. The 2010 FIBA World Championship included five former Huskies (Sue Bird, Swin Cash, Tina Charles, Asjha Jones and Diana Taurasi) and then Husky senior Maya Moore.
- 13 different Huskies have been honored as a consensus First Team All-American and seven have earned National Player of the Year honors.
- During the last 15 seasons, a total of **373** UConn games have aired on television locally (on CPTV) with the Huskies boasting a **364-9 (.976)** mark in those tilts.
- UConn is **116-20** in nationally televised contests since 2001-02, including a 35-1 mark in the last two seasons. In this time frame, 98 percent of the Huskies games have been televised either nationally or locally.

Section 3 Proposal Terms and Conditions

3.0 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 Contract. The failure of any respondent to receive or examine any contract, document, form, addenda or to visit the sites and 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 the Contract.

3.1 **Specifications:** The specifications in Section 5 and Section 7 must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Proposers must use the RFP numbering scheme in their response to allow for efficient evaluation. Additionally all other Sections must be addressed with a point by point or section by section acknowledgement of “agreed” or “disagreed” and supply alternate language if “disagreed”.

3.2 **Estimated Timetable:**

The following schedule will apply to this RFP. Time is of the essence in this procurement.

Release of RFP	10/7/2011
Mandatory Pre-Proposal Conference	10/19/2011 @ 10:00 AM and 1:00 PM (EDT)
Cutoff date for Inquiries	10/25/2011 @ NOON (EDT)
Submission of RFP Due	11/10/2011 @ 2:00 PM (EST)
Anticipated Award Date	1/1/2012

*The University reserves the right to adjust timetable as deemed necessary by the University.

3.3 **Inquiries:**

Direct all inquiries relative to the conditions and specifications listed herein to:

Kathleen Joy
Assistant Director
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

3.4 **Submission Format:** The following process so described 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 written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

3.4.1 The RFP document shall include the following documents:

- An original and five (5) copies **plus an electronic copy** of your proposal response,
- An exact signed copy of the “Form of Proposal”
- A point-by-point response to all terms and conditions in this RFP document,
- A completed “Bidder Contract Compliance Monitoring Report”
- Section 6, List of References
- Completed and signed Non-Discrimination Certification (See Section 4.8.11)
- All required, original signed and notarized Affidavits (See Section 4.8.13)
- Signature Authorization Documentation (See Section 4.8.14)

The above information must be submitted with all proposals submitted, or proposal will be rejected as non-compliant.

An original and five (5) copies **plus an electronic copy on CD or flash drive** of the proposal must be submitted in a sealed envelope to:

University of Connecticut
Procurement Services
Attention: Kathleen Joy
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Reference RFP No. **KJ100711**
“Women’s Basketball Local Television Broadcast Rights”

On or before 2:00 p.m. (EST) on November 10, 2011

*****IMPORTANT NOTE*****

Any RFP proposal received after the date and time indicated above will not be considered for award and will be returned to the Vendor.

Mandatory Pre-Proposal Conference: A mandatory pre-proposal conference will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers as required to, clarify terms, conditions or specifications of the Request for Proposal, as well as a site tour.

Date/Time: October 19, 2011
Session 1 @ 10:00 AM (EDT) for Incumbent Only
Session 2 @ 1:00 PM (EDT) for All Other Interested Parties

Location: University of Connecticut
Procurement Services
3 North Hillside Road
Room # 200
Storrs, CT 06269 - 6076

Any firm planning to send a representative should contact Kathleen Joy in Procurement Services (see Section 3.3) by October 18, 2011.

Only those firms who attend the conference may submit proposals for consideration.

In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.

3.4.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University.

3.4.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible.

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

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number.

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

3.4.4 All required original signatures must be affixed in **Sections 7, 8 and page 48**, and the required Affidavits and Certifications.

3.4.5 At the specified time stated in 3.4.1 above, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the responses, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the proposal opening.

3.4.6 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, which 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.

3.5 Completed RFP's: It is the intent of the University to select a vendor which is capable of supplying all services outlined in the RFP specification.

3.5.1 It is not the intent of these specifications to rule out or eliminate any prospective proposer. If the goods and services you intend to propose do not comply with the specifications as written, you are instructed to attach to your proposal response a complete itemization and explanation for each deviation or variation to the specifications. The University may, at its discretion, consider or deny any deviation and purchase the goods and services which best suit its intended use. The proposer shall not purposely propose goods or services of a lesser quality, which require deviation from the specifications, if the proposer can furnish the goods and services which will comply with the minimum specifications.

3.6 RFP Status and Submission Information:

3.6.1 RFP Acceptance/Rejection: The University reserves the right to cancel this RFP, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected proposer exists or after the University has rejected all proposals.

3.6.2 RFP Submittals: Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

Further, the University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP. Further, this RFP creates no obligation on the part of the University to award a contract. The company's proposal will represent its best and final offer.

3.6.3 Effective Period of Proposals: The proposals submitted must remain in effect for a minimum period of one hundred and twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.

3.6.4 Minor Defects: If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.

3.6.5 Withdrawal of Proposals: A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred and twenty (120) days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 3.3, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 3.4.1 provided they are then fully in conformance with these terms and conditions.

3.6.6 Sales Tax Exemption: The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The

University is exempt from State and Local Sales and Use Taxes on the services and/or goods supplied pursuant to this Agreement.

3.7 Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of 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. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response.

3.8 Pre-Award Presentations and Negotiations:

3.8.1 Pre-Award Presentations: As a part of the evaluation process, the University may require, but is not obligated to, presentations from one or more of the highest ranked vendors. If a proposer is requested to make a presentation, the proposer will make the necessary arrangements and bear all costs associated with the presentation.

3.8.2 Award Negotiations: Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with one or more of the highest ranked vendors for purposes which include:

- 3.8.2.1** Resolving minor differences and informalities
- 3.8.2.2** Clarifying necessary details and responsibilities
- 3.8.2.3** Emphasizing important issues and points
- 3.8.2.4** Receiving assurances from vendors
- 3.8.2.5** Exploring ways to improve the final contract

3.9 Formation of Agreement:

3.9.1 At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:

- 3.9.1.1** Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
- 3.9.1.2** Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.

3.9.2 The response to this RFP will be considered an offer to contract. Because the University may use the alternative described in paragraph 3.9.1.1 above, each respondent should include in its written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

3.9.3 The University reserves the right to award a contract not based solely on the firm with the lowest cost, but 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.

- 3.9.4** It is mutually agreed by and between the University and the vendor that the University's acceptance of the vendor's offer by the issuance of an executed Agreement shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal except as amended in the Agreement. Any exceptions taken by the vendor which are not included in the Agreement will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a vendor, the terms and conditions of this Request for Proposal and Agreement will govern.

Section 4 Terms and Conditions

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

- 4.0 Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the lowest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 4.1 below.
- 4.1 Contract Format:** The resulting Master Agreement will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations.
- 4.2 Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Women's Basketball Local Television Broadcast Rights provider citing the instances of noncompliance with the contract.
- 4.2.1** The provider shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 4.2.2** If the provider and the University reach an agreed upon solution, the provider shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 4.2.3** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by provider, the University reserves the right to terminate the agreement.
- 4.2.4** If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 4.3 Contract Termination for Convenience:**
- 4.3.1** The University may terminate performance or work under the contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- 4.3.2** 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 thirty (30) days 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.

- 4.4 Contract Modification:** All requests for changes must be in writing on letterhead and submitted to the Purchasing Department. All changes to the contract must be agreed to in writing by both parties prior to executing any change; this applies to all price changes.
- 4.5 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 4.6 Notification of Selected Provider:**
It is the University's intention to review proposals, complete contract negotiations and award a contract in January 2012. All firms will receive written notification of this action after the University of Connecticut Purchasing Department has approved the selection.
- 4.7 Indemnification Requirements:**
- 4.7.1 Hold Harmless:** The proposer agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.
- 4.7.2 Liens:** The successful provider 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 goods by or to the Provider .
- 4.7.3 Choice of Law and Venue:** The terms and provisions of this RFP and any contract(s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 4.7.4 Actions of the Provider:** The actions of the successful provider with third parties are not binding upon the University. The Provider is not a division of the University, partner or joint venture of/with the University.
- 4.8 Standard Terms and Conditions:**
- 4.8.1 Federal, State and Local Taxes, Licenses and Permits:** The successful firm will comply with all laws and regulations on taxes, licenses and permits.
- 4.8.2 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 4.8.3 Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 4.8.4 Contract Provisions by Reference:** It is mutually agreed by and between the University and the vendor that the University's acceptance of the vendor's offer by the issuance of a purchase order shall create a contract between the parties thereto referencing all specifications, terms and

conditions in the Request for Proposal except as amended in final negotiations. Any exceptions taken by the vendor which are not included in the negotiations or purchase order will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a vendor, the terms and conditions of this Request for Proposal and Agreement will govern.

- 4.8.5** Warranty: The vendor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and agrees to credit or replace defective items promptly and at no charge to the University. If the vendor knows of the University's intended use, the vendor warrants that the goods or services are suitable for the intended use.
- 4.8.6** Ethical Considerations: The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

- 4.8.7** Executive Order No. 3: This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- 4.8.8** Executive Order No. 17: This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- 4.8.9** Executive Order No. 16: This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.

(e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

4.8.10 Executive Order No. 7C

This Contract is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to this Contract, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or

(2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

4.8.11 Connecticut General Statutes Sections 4a-60 and 4a-60a

Non-discrimination. References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

(b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

(d) 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.

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

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

(g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of

workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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 section 46a-56.

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

(i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does 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. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 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).

4.8.12 Non-Discrimination Certification:

"The Office of the Attorney General has approved the attached nondiscrimination certification form to assist executive branch agencies in complying with the State of Connecticut's contracting requirements, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142.

By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h."

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information.

4.8.13 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be

found on the Office of Policy and Management website:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- **Form 1 – “Gift and Campaign Contribution Certification”**
- **Form 5 – “Consulting Agreement Affidavit”**
- **Form 6 – “Affirmation of Receipt of State Ethics Laws Summary”**

4.8.14 Signature Authorization Documentation:

Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal.

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor’s behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut contract web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

4.8.15 SEEC Requirements:

With regard to a State contract as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. [SEEC Form 11].

4.8.16 Whistleblower Protection:

In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

4.9 Responsibilities of the Provider:

4.9.1 Observing Laws and Regulations: The vendor shall keep fully informed of and shall faithfully observe all laws, federal and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

4.9.2 Representations: Each firm, by submitting a proposal, represents that it:

4.9.2.1 Has read and completely understands the proposal documents.

4.9.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

4.10 **Repairs to Property Damage:** Existing facilities damaged during delivery and/or service by the vendor, the vendor's agents or employees, shall be repaired to the satisfaction of the University. All repairs shall be accomplished at no cost to the University.

4.11 **Delivery Requirements:** The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, often times resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Proposers are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**
- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
- Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.
- It is preferable that deliveries to any facility loading dock be made utilizing a maximum sized 24', 6-wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time. Commissary warehouse deliveries must be limited to a maximum of 50 cases delivered by saddle truck only.

4.12 **Parking Guidelines:**

Parking Services Information
University of Connecticut
Parking & Transportation Services
3 North Hillside Road, Unit 6199
Storrs, CT 06269-6199

Phone: (860) 486-4930

Fax: (860) 486-0191

The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight

parking available in the garages.

The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

Visitor Parking

It is the responsibility of the host/hostess to inform guests of the University's parking regulations. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For information about parking garage rates and hours, [click here for North Garage](#) or call (860) 486-6267; [click here for South Garage](#) or call (860) 486-9088.

Load Zones

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends.

<http://www.park.uconn.edu/Parking2.html>

4.13 Insurance: Within 10 days of notification of award the successful firm must provide a certificate of insurance that indicates coverage naming the University of Connecticut as additional insured and indicating coverage for a minimum of:

4.13.1 Workers Compensation and Employers' Liability:

Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee and \$500,000 disease-policy limit.

4.13.2 Commercial General Liability:

\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

4.13.3 Automobile Liability:

\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

4.13.4 Minimum Scope of Insurance:

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be provided to the University of Connecticut, Purchasing Department. The University of Connecticut shall be named as Additional Insured for liability coverage required under this document. The Contractor's insurer shall have no right of

recovery of subrogation against the University of Connecticut and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: University of Connecticut, 3 North Hillside Road, Storrs, CT 06269-6076.

4.14 RFP Evaluation:

4.14.1 RFP Evaluation Criteria: The award of any Women's Basketball Local Television Broadcast Rights contract will be based upon a comprehensive review, analysis and negotiation of the proposal or proposals which best meets the needs of the University. Any contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

Any award shall be made to the most responsive proposer(s) offering the best value and with the highest total matrix scores as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor's response to the following criteria:

A. Demonstrated ability to be an outstanding broadcast partner who is committed to delivering a quality product to UConn fans through its broadcasts, programming, other added value to the institution and proposed plan to meet UConn's desired needs..

Maximum points available: 40

B. Overall quality, responsiveness and completeness of the proposal.

Maximum points available: 10

C. Financial proposal, including guaranteed rights fees and revenue sharing

Maximum points available: 50

TOTAL MAXIMUM POINTS AVAILABLE: 100

4.14.2 As part of its proposal review, the University may request and consider presentations, review of references and supplier representatives.

4.14.3 Presentations: The University reserves the right, but is not obligated, to request and require that a vendor provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No vendor will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other vendor. Vendors shall bear all costs associated with their presentation.

4.14.4 Review of References: All offers shall include at least three (3) references for firms or organizations for whom your firm has produced original and/or live programming so that the University may get a sense of the breadth and quality of your work. References for whom sports programming has been produced are preferred, but not required. Please include name, title, telephone number and email address of a contact person at each institution/organization.

4.14.5 Supplier Representatives: Vendor must identify the individuals it anticipates will be assigned to the University account. Provide names, titles and a brief resume of each individual. In addition,

include a description of the responsibilities, certifications and training of each of those individuals. The University reserves the right to conduct interviews with identified supplier representatives as a part of its evaluation process.

4.14.6 The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Agreement. The University will be the sole judge of the suitability of the proposed vendor.

4.14.7 Proposal Qualification Data: If necessary to evaluate vendor qualification, vendor may be requested to furnish information on the following items:

4.14.7.1 Financial resources.

4.14.7.2 Personnel resources.

4.14.7.3 Executives and key person resumes.

4.14.7.4 Ability to meet delivery and service schedules.

4.14.7.5 Ability to meet specifications quality requirements.

4.14.8 Requests for Clarification by Vendors: Any vendor may request that the University clarify any information contained in this Request for Proposal to establish a Women's Basketball Local Television Broadcast Rights Agreement.

Kathleen Joy
Assistant Director, Procurement Services
University of Connecticut
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

Under no circumstances, may any vendor or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

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

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

4.16 Communications between the University and the Vendor:

4.16.1 Informal Communications:

From the date of receipt of this RFP by each vendor until a binding contractual agreement exists with the selected vendor and all other vendors have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease**. Informal communications shall include but not be limited to:

4.16.1.1 Requests from the vendors to any department(s) at the University, for information, comments, speculation, etc; and

4.16.1.2 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.16.2 Formal Communications:

From the date of receipt of this Request for Proposal by each vendor until a binding contractual agreement exists with the selected vendors and all other vendors have been notified or when the University rejects all proposals, all communications between the University and the vendors will be formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

4.16.2.1 Oral Presentations

4.16.2.2 Pre-Award Negotiations

4.16.3 ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 4.16.1 AND 4.16.2 ABOVE MAY RESULT IN THE REJECTION OF ANY VENDORS PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

4.17 Additional Contract Requirements: The University anticipates that the award will include additional contract requirements including, but not limited to, the following:

4.17.1 License: The University will not grant the vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

4.17.2 Advertisements: Unless specifically authorized in writing by University Communications on a case by case basis, the vendor shall have no right to use, and shall not use, the name of the University of Connecticut, 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 contractor's products or 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 items as are hereby contracted by the University.

4.17.2.1 Licensed Merchandise: Pre-authorization must be received from the Division of Athletics licensing coordinator for the use of University's names, marks, and logos.

4.17.3 Patent and Copyright:

4.17.3.1 The vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in commitment with the Agreement.

4.17.3.2 The vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

4.17.3.3 Copyrights for any item specified shall be the property of the University and insure to its benefit and vendor shall execute such documents, as University may require, for the perfection thereof.

4.17.3.3.1 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any

later date the items or services contained herein shall not meet all applicable state and federal requirements after the vendor is awarded the contract hereunder, the vendor must notify the University's Director of Procurement Services immediately by registered mail.

- 4.18 Award of Contract:** While it is the University's intent to make a single award as a result of this RFP, the University reserves the right to make multiple awards as a result of this RFP. The University shall be the sole determiner of the number of awards.
- 4.19 Payment Terms:** Payment Terms shall be **2% 15 DAYS NET 45 DAYS** unless otherwise stated in the Form of Proposal, Section 7.
- 4.20 F.O.B. Point/Minimum Order:** All pricing/discounts shall include delivery and transportation charges fully prepaid F.O.B. Destination Point. No extra charges for packing or packages will be allowed. No additional Fuel Surcharges may be imposed. There shall be no minimum order amounts.

Section 5 Scope of Services

5.0 Statement of Work / Background / Requirements:

The University of Connecticut invites interested firms to submit proposals for its **Women's Basketball Local Television Broadcast Rights**. The intent of this Request for Proposal is to enter into a contract with a qualified contractor who can deliver the best value to the University through the contractor's annual production and distribution of women's basketball game broadcasts. The successful contractor will be required to demonstrate its ability to deliver a high quality production, including a requirement for HD broadcasts. In addition, the contractor must ensure, at a minimum, 100% statewide distribution. On cable systems, such distribution must include availability on a basic or expanded basic level of service (not a sports tier or other premium service level).

In exchange for being provided the broadcast rights and other associated rights contained herein, the contractor will provide a rights fee to the University.

Through this process, the University endeavors to partner with a outstanding broadcaster that will represent the University and its women's basketball program in a manner consistent with its mission for excellence.

The University is a member of the Big East Conference, a 16-member league with offices in Providence, Rhode Island. As a member of the Big East, the University is subject to all applicable television broadcast agreements. The conference controls all national and regional game broadcasts. After national and regional selections are made, the broadcast rights for all remaining home games (which are not selected for national or regional broadcast) are provided to the University. The successful contractor from this RFP process will possess the rights to locally broadcast these remaining home games.

In order to protect the University's local broadcast interests, the conference limits the number of games which may be selected for national or regional broadcast. This number may vary slightly from year to year, as some road games (for example, those which are not selected for national broadcast) are not subject to the Big East Conference limits. The University will always make its best efforts to assist in securing rights for any games for which University does not control the television rights. These may include, but are not limited to, road games and multi-team events in which UConn is one of several schools participating. Rights provided herein do not include conference tournament and NCAA Tournament participation.

Each year, the University competes in an average of 30 regular season games. Over the past five years, an average of nine games have been selected for national/regional broadcast through the conference's television agreements. The remaining 21 games have been available to the University for local broadcast and have been produced by the University's local broadcast right holder. It would be expected that the successful contractor would be provided and broadcast a minimum of 17 games annually. It is important to note that these figures are averages and do not represent specific numbers of games available to the contractor in the future as the agreement which results from this process will be subject to the terms of any current or future television agreement of the conference of which the University is affiliated. The University will strive to work closely with the contractor to obtain as many games as possible for contractor to broadcast.

5.1 Through the agreement which results from this process, the Women's Basketball Local Broadcast Rights Holder will possess, subject to the restrictions contained herein, the following:

The obligation to produce and televise "live" at its expense an annual minimum of seventeen (17) University women's basketball games;

The obligation to produce and televise at its expense twelve (12) half-hour shows each year featuring the University's head women's basketball coach, in a time slot mutually agreeable to the University and the Broadcaster;

The obligation to produce and televise a season-preview "special" each year, in a time slot mutually agreeable to the University and the Broadcaster;

The right (but not the obligation) to produce and televise at its expense one (1) field-produced women's basketball special each year;

Subject to agreements/affiliates of others teams and availability, the right (but not the obligation) to distribute the University's women's basketball games in the locale of opposing teams;

The right (but not the obligation) to stream its game broadcasts on its website and/or license such broadcasts to other outlets (such as Direct TV);

The right (but not the obligation) to produce a "season in review" video for commercial sale and distribution;

The right (but not the obligation) to purchase season tickets for University women's basketball home games;

The right (but not the obligation) to receive certain promotional items (such as autographed basketballs) for use associated with its game broadcasts.

Subject to existing NCAA, Conference and University agreements, the non-exclusive right (but not the obligation) to produce at its expense other UConn varsity sport events on any of its video services. This right does not include events for which the University does not maintain broadcast rights (such as football and men's basketball games) or Conference or NCAA-controlled events, such as postseason tournaments.

5.2 The University expects to receive, at a minimum, the following:

In consideration of the broadcast rights provided to the contractor, an annual rights fee payment. (The University is currently receiving an average annual rights fee payment of \$900,000. The University is seeking to maximize its annual rights fee payments through this RFP process, from one or more vendors.)

Revenue sharing above a certain threshold of income received by contractor for advertising (or similar forms of corporate underwriting) revenues;

Revenue sharing for other means of distributing broadcasts (such as internet streaming);

Revenue sharing for other ancillary yet associated items such as season highlight videos/reviews;

Spot inventory or a sponsorship associated with contractor's broadcasts;

Institutional public service announcements in each game broadcast (minimum 2) and coach's show (1);

Institutional spots or messages (non-commercial spots promoting, for example, ticket sales) during contractor's regular broadcast hours;

Ability to place highlights from each of contractor's broadcasts on University's athletic website immediately after each game;

Visibility/presence on contractor's website;

Annual charitable contribution to The UConn Athletic Development Fund, to support UConn student-athletes.

5.3 Expectations and Added Value:

Through this contract, the University endeavors to identify a "partner" that will not only televise UConn women's basketball games, but advance and enhance the mission of the University to be a leader in the state and around the country through the promotion of the UConn brand. Through this RFP, and consistent with the University's efforts, we seek to find ways to bring added value to every relationship. We invite interested contractors to suggest additional initiatives which may serve to advance the University. This may take the form of on-air promotions to drive ticket sales, additional distribution outlets, or other programming ideas. Please provide detail (on a separate sheet) on additional "added value" elements which your firm might suggest that have not been contemplated in this document.

5.4 Technical Specifications for Women's Basketball Local Television Broadcast Rights:

Production and Televising of University women's basketball games

In each year of the contract, rights holder will be required to produce and televise a minimum of seventeen (17) University home women's basketball games. The exact number available to be produced is determined by a variety of factors, including, but not limited to: (a) conference television agreements of which, as a member institution of the conference, the University is therefore obligated; and (b) opposing team's (or opposing team's conference) television agreements.

In each year, conference television agreements will dictate a certain number of games that are selected for broadcast on national carriers (such as ESPN, ESPN2, and CBS). Historically, such national games have numbered 8-9 over the past 3 years.

Remaining home games are available to the University and its women's basketball local television rights holder.

Remaining road games are available upon approval from the home team or its conference. The University and rights holder would work closely together to secure those rights upon announcement of the official game schedule each year.

Television rights for in-season multi-team events or special one-game events which the University hosts or is a participant are only available for telecast through the permission of a third-party promoter that

sponsors such events. The University will endeavor to assist in securing such rights for its television rights holder.

Any post-season conference tournament, postseason NIT Tournament or postseason NCAA Tournament events are not currently available for the University local television rights holders. The TV rights for these events are held by the conference and NCAA, respectively.

Production and Televising of Coach's Shows

In each year, the rights holder will produce and televise twelve (12) half-hour television programs featuring the University's women's basketball coach. The program will provide an opportunity to review past games and preview upcoming games, including game highlights. Specially-produced features would be included as well. Each show would be hosted by a member of the rights holder's regular game broadcast crew or a broadcaster who regularly covers the team (in order to be well-versed with the team, its student-athletes and overall team progress during the season).

Field-produced Special

The rights holder will maintain the right, but not the obligation, to produce and televise one (1) field-produced women's basketball special each year of the Agreement. The content of any such show shall be mutually determined and agreed to by the rights holder and the University. Such show shall be taped at a location and aired in a time slot that is determined by the rights holder in consultation with the University.

Production/Transmission Costs

The rights holder is responsible for all costs associated with producing the games and other programming, including but not limited to, talent, production, crew, transmission and rights fees for events/sites not in the University's control. The University will make its best efforts to assist in minimizing any additional rights fees which may be required by third parties.

High-Definition Broadcasts

The University has an expectation that all productions (game and other programming) of which the rights holder is responsible will be produced in HD in order to best serve its followers.

Women's Basketball Review and Video Production

If mutually agreed upon, the rights holder will produce, at its expense, a sixty (60) minute women's basketball review to be completed by May, following each season. The rights holder and University will mutually approve the "rough cut" and "final" videos as well as any "voice" of any video production.

The rights holder may, for a mutually agreed upon period of time after the completion of the review, exclusively broadcast and promote the video. Thereafter, the University will retain all "off-air" marketing right to the review video. Net revenues (after expenses) from the retail sales of the review video will be divided equally between the parties.

The rights holder will provide the University up to two hundred (200) complimentary packaged copies of the review video for the University's use.

Web Highlights

The University will be permitted to place up to six (6) minutes of highlights from each of the rights holder's productions of a University event on the University's official athletic website immediately after each game, with appropriate courtesy acknowledgement to rights holder.

Logos/Marks

The rights holder agrees that it will not utilize the University's marks or logos in any venture without the University's prior written approval. The University agrees to work in good faith with the rights holder on usage of marks and logos; however, any such use of University marks or logos shall only be utilized in the promotion of the programming detailed within this agreement. In no case shall the University's marks or logos be associated with any third party (i.e., sponsor) without the express written consent of the University.

Conference Obligations

The local television rights contemplated in this RFP and provided to the successful firm are subject to the television rights of the conference in which the University is a member. The University is currently a member of the Big East Conference and as such, is subject to all applicable Big East conference television agreements. Should the television rights contained in the terms of the final agreement be altered based upon the University's conference affiliation, such that the local rights controlled by the University and conveyed to the successful vendor are impacted, the vendor and the University shall meet and in good faith discuss the impact upon the vendor and the parties may mutually agree to negotiate an adjustment to the agreed upon rights fee, or other revenue sharing components contained in the final agreement.

**Section 6
References**

Proposals should include three (3) references. Please include references for firms or organizations for whom your firm has produced original and/or live programming so that the University may get a sense of the breadth and quality of your work. References for whom sports programming has been produced are preferred, but not required. Please include name, title, telephone number and email address of a contact person at each institution/organization.

Reference #1

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #2

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #3

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Section 7
Form of Proposal
RFP# KJ100711
Women's Basketball Local Television Broadcast Rights

November 10, 2011

TO: University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT. 06269-6076

1. The undersigned proposer, in response to our Request for Proposal for Women's Basketball Local Television Broadcast Rights, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto, and schedule of fees. Additional services, over and above those defined in this RFP, will be invoiced in accordance with an additional schedule of fees also attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Payment Terms: _____
7. Financial Information required with proposal:

Annual Rights fee:

2012-13 = \$ _____
2013-14 = \$ _____
2014-15 = \$ _____
2015-16 = \$ _____

8. Revenue sharing, if Broadcaster's sales and/or underwriting revenues exceed a certain annual threshold (describe in detail):

9. Revenue sharing for broadcast-related opportunities (i.e., satellite distribution), other distribution technologies (i.e., streaming), and pre-produced video programs (i.e., commercial sales of of highlight videos or similar):

10. Spot inventory or signature sponsorship for University (describe in detail):

11. Requested annual contribution to UConn Athletic Development Fund, to support Basketball Practice Facility Fund project (or similar):

12. Season tickets desired by contractor (for purchase at current face value) during each season:

Signature _____ **DATE:** _____

PHONE #: _____ **FAX #:** _____

F.E.I.N. #: _____ **EMAIL:** _____

Section 8
Vendors Qualification Statement

All vendors are required to file this form, properly completed, WITH THEIR RESPONSE. Failure of a vendor to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their proposal. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

Name _____.

2. How many years has this organization been in business under its present business name?

Years? _____.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

1. _____

2. _____

3. _____

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

Commodity/Service _____

Years? _____

How many years in the Visual Enhancement Services Business? _____

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Other
_____ Women Owned _____ Minority Business _____ Set Aside Contractor

6. **Provide names** all supervisory personnel, such as Principals and Supervisors, who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

Name	Years/supervisor	Telephone/Fax #'s
_____	_____	ph _____
Email _____		fx _____
_____	_____	ph _____
Email _____		fx _____

7. Sales Representative:

Name _____

Addresses _____

Telephone Number _____

Years of experience _____

8. Customer Representative:

Name _____

Addresses _____

Telephone Number _____

8. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

(Attach additional sheet if necessary)

9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. _____ Attached 2. _____ N/A

Dated _____

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Toll Free Telephone _____

Email Address _____

Signature _____

(Print Name) _____

Title _____

Section 9
TRAVEL DIRECTIONS

<http://www.purchasing.uconn.edu/staff/images/Directions%20to%20Purchasing.pdf>

UNIVERSITY OF CONNECTICUT
DIRECTIONS TO PURCHASING

Directions to the University of Connecticut (Storrs campus) – Procurement Services

FROM BRADLEY INTERNATIONAL AIRPORT: The University of Connecticut campus is located 50 minutes driving time from Bradley International Airport. From the airport, take I-91 south to I-291 east to I-84 east to exit (68). Off the exit take a right on Rte. 195 south and follow signs to the university. Once on the campus take a right on North Eagleville Road (on the right at the corner is a church with a white steeple). Go to second traffic light and make a right on North Hillside Road. Building is on the left.

FROM HARTFORD: The University of Connecticut campus is located 45 minutes driving time from Hartford. Take I-84 east to exit (68). Off the exit take a right on Rte. 195 south and follow signs to the university. Once on the campus go right on North Eagleville Road. Once on the campus take a right on North Eagleville Road (on the right at the corner is a church with a white steeple). Go to second traffic light and make a right on North Hillside Road. Building is on the left.

FROM BOSTON: The University of Connecticut campus is approximately one and half-hours from Boston. From Mass Pike take I-84 west to exit (68). Off the exit take a left on Rte. 195 south and follow signs to the university. Once on the campus go right on North Eagleville Road. Once on the campus take a right on North Eagleville Road (on the right at the corner is a church with a white steeple). Go to second traffic light and make a right on North Hillside Road. Building is on the left.

FROM PROVIDENCE: The University of Connecticut is approximately one and one quarter hours from Providence. From Rte. 295 take exit (5-6), following signs to Hartford. Take Rte. 6 west to Rte. 101 west to Rte. 44 west. Take a left onto Rte. 195 south. Once on campus take a right onto North Eagleville Road. Once on the campus take a right on North Eagleville Road (on the right at the corner is a church with a white steeple). Go to second traffic light and make a right on North Hillside Road. Building is on the left.

FROM NEW YORK: The University of Connecticut is approximately one and one-half to two hours from New York. Take I-95 north to I-91 north to I-84 east. From I-84 east take exit (68). Off the exit take a right on Rte. 195 south and follow signs to the university. Once on the campus take a right on North Eagleville Road. Once on the campus take a right on North Eagleville Road (on the right at the corner is a church with a white steeple). Go to second traffic light and make a right on North Hillside Road. Building is on the left.

PARKING / NORTH PARKING GARAGE: Follow directions above, but go left on North Hillside Road, then first left into North Parking Garage. Walk out onto North Hillside Road, cross street at traffic light (intersection of North Eagleville and North Hillside). Proceed straight and building is on the left.

Section 10

University of Connecticut



Purchasing Agreement for

This Agreement (hereinafter "Agreement") is made and entered into by and between:

University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter "University"

and

hereinafter "Contractor"

University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

- A.
B.
C.

1.1. Term: This Agreement between the University and the Contractor will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein from:

1.1.1 Effective Date: _____ End Date: _____

1.1.2 Amendment Terms: All revisions to this Agreement may only be made by written amendment executed by both parties and approved by the Office of the Attorney General prior to the end date of this Agreement.

1.2. Brief Summary of Services: Contractor will provide . . .

1.2.1 Service Location: Contractor will provide Services at/for the location(s) listed below:

1.3. Maximum Amount Payable: \$ _____

1.3.1 Payment/Pricing Terms:

1.4. Detailed Contractor Responsibilities:

1.4.1 Responsibilities: Contractor will provide the following Services:

1.4.2 Deliverables/Methods: Contractor will deliver to University . . .

1.4.3 Work Schedule/Deadlines: Contractor will provide Services by . . .

1.5. University Responsibilities: University will . . .

1.6. **Notice:** All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* [name/address]:

If to the Contractor* [name/address]:

[Note: *Any party may change its Notice information by giving written notice in accordance with this Section.]

Section 2 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Office of the Attorney General.

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut 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 any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Indemnification.**
The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 2.5. **Governing Law.** This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.6. **Non-discrimination.** References in this section to "Contract" shall mean this _____ and references to "Contractor" shall mean the _____.
 - (h) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, 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;
 - (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (i) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (j) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (k) 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.
- (l) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (m) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (n) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; 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 section 46a-56.
- (j) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (k) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does 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. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 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).

- 2.7. Executive Orders. The 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. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.
- 2.8. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of 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 attached hereto as Exhibit A.
- 2.9. Termination for Cause. The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement at that time by written notice of such termination.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.
 - (d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.
- 2.10. Termination for Convenience.
- (a) The University may terminate this Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) If this Agreement is terminated by the University pursuant to this section, the University will provide the Contractor ____ days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
- 2.11. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.12. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University and if applicable, approved by the Office of the Attorney General. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.13. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: <http://www.contracts.uconn.edu/corpres.html>
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a

calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:

<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>

- (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:

http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed by the following parties:

UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval

By: _____

Date: _____

Print Name: _____

Title: _____

EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

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

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

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

CONTRACT CONSEQUENCES

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

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

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

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

DEFINITIONS

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

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

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

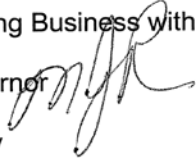
“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization,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



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

As you are undoubtedly aware, state government is striving to improve how it conducts its business. The task force charged with analyzing the state contracting process recently recommended to me several areas which require improvement. I expect to implement a number of those recommendations. Your assistance is needed in order to facilitate change.

While the state ethics code does not prohibit gifts to state employees altogether—for example, the law permits employees to accept a gift in celebration of a major life event and up to \$50 per calendar year in food and beverage—the intent of the code is clear. State employees should not just avoid impropriety, but even the mere appearance of impropriety, and should forego accepting gifts from those with whom the state does business.

I would also call your attention to section 1-84(m) of the Connecticut General Statutes, which prohibits state employees from accepting gifts from those who do business, or seek to do business, with the employee's agency or department. Vendors and prospective vendors are also prohibited from knowingly giving gifts to state employees in violation of this section.

My request to you is this, no matter how well-intentioned or appreciative you may be of an employee's assistance, I would ask that you refrain from offering a state employee a gift of any kind, including, but not limited to, meals and beverages. Offering a gift to an employee puts the employee in the rather uncomfortable position of having to decline the gift or ascertain its monetary value and consult with an attorney and/or the state Ethics Commission.

I expect—and indeed the residents of this state deserve—state government employees to adhere to the highest ethical standards, which may entail more stringent practices than even the ethics code provides. With your assistance, the state should be well on its way to restoring the public's faith in state government.

I would appreciate it if you would communicate this message to your employees. Thank you for your cooperation and understanding.

STATE CAPITOL, HARTFORD, CONNECTICUT 06106
TEL: (860) 566-4840 • FAX: (860) 524-7396
www.state.ct.us/governor

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PART IV - Bidder Employment Information

Date:

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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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."



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor 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. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____, _____, of _____,
 Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____,
 Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____, 20____ by the governing body of _____,
 Name of Entity

in accordance with all of its documents of governance and management and the laws of _____, and further certify that such resolution has not been modified
 Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
 Name of Entity

nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____, 20____.

 Authorized Signatory

 Date

 Printed Name



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

GIFT CERTIFICATION:

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

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

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: _____]

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

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

Start Date End Date Cost

Description of Services Provided:

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

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

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

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

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

Commissioner of the Superior Court
or Notary Public



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

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

INSTRUCTIONS:

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

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/guides/contractors_guide_09_final.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency