



University of Connecticut
*Office of the Associate Vice President of
Finance and Budget*

Procurement Services

DATE: May 22, 2013
TO: Prospective Respondents
RE: Addendum # 1 RFP #JL050913, Develop Public Relations/Image Building Campaign

All respondents are hereby advised of the following addendum to the Request for Proposal document(s) which are made an integral part of the bid documents. Respondents are required to acknowledge receipt of this addendum by initialing on the “Form of Proposal”, a required submittal with their proposal response, as well as include a signed copy of this addendum with their RFP response.

Below are responses to inquiries received prior to the deadline established in section 1.7 of the subject RFP:

Q. Can you provide an estimated budget, both monthly and annually, for the PR services the University is seeking?

A. The University estimates the annual budget for this public relations campaign not to exceed \$36,000.00 annually, or \$3,000.00/month. Although, it is important to note while the University has provided the aforementioned estimated budget, the total amount expected to be expended as a result of this engagement may be subject to change. Further, it is incumbent upon the Respondent to note that all pricing, terms and conditions proposed are subject to negotiation at the sole discretion of the University.

Q. Is enrollment at the School of Law increasing or decreasing? What is the impetus for the public relations initiative?

A. The School of Law is, as are many other law schools across the country, subject to a decreasing level of enrollment. This public relations initiative, as outlined in the RFP, is being implemented as a tool to assist in raising the profile of the UCONN Law School on a national basis.

Q. Does the School of Law currently utilize an external public relations firm, advertising firm, or advertising agency? If so, whom?

A. No.

Q. What is the structure of the communications/marketing staff at the School of Law?

A. The law school Communications Department consists of the Director of Communications and one (1) full-time Electronic Marketing Specialist.

Q. Whom would the agency report to?

A. The agency contracted as a result of this RFP will report to the Director of Communications of the School of Law.

Q. Quarterly billing puts an undue burden on the agency. Would the University consider monthly billing which is the universal practice in the industry?

A. Should a Respondent feel it necessary to take exception to the payment schedule as outlined in section 2.21, said exception must be clearly outlined on a separate document titled 'Exceptions to Terms and Conditions' as required per the RFP terms and conditions. As a reminder, all exceptions are subject to University approval and are subject to negotiation.

BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the RFP number, response date, and return address. This will be accepted as part of your proposal response, PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ADDENDUM # 1, OR AS AMENDED BY THIS DOCUMENT. Further, all terms, conditions and specifications modified by this addendum shall supersede and terms, conditions, and/or specifications of the original RFP document.

Please acknowledge receipt of this addendum by email to joseph.lastrina@uconn.edu.

Name	Company	Date
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University of Connecticut

REQUEST FOR PROPOSAL

RFP # JL050913

Develop Public Relations/Image Building Plan

**For
School of Law**

**Release Date:
Thursday, May 9, 2013**

**Proposal Due Date:
Thursday, May 30, 2013 @ 2:00 PM (EDT)**

Issued By: Joseph A. Lastrina
Purchasing Agent I
Purchasing Department
3 North Hillside Road
Storrs, Connecticut 06269-6076
Phone: (860) 486-0993
Fax: (860) 486-5051
Email: joseph.lastrina@uconn.edu

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PART I OVERVIEW

1.1 Project Overview

The University of Connecticut is currently seeking proposals from qualified and experienced public relations firms to assist in raising the profile of the UConn School of Law on a regional and national basis.

The purpose of this Request for Proposal is to seek proposals from firms who will work directly with the Law School's Office of Communications to leverage faculty expertise and institutional programming to create positive impressions of the Law School to prospective students and faculty, as well as the Law School's alumni population. The selected vendor will also work with the School to develop a well-defined plan or method for evaluating/measuring the success of the public relations campaign and related initiatives.

The University of Connecticut's School of Law expects to establish a University contract with the successful Proposer to provide services as outlined in Part IV, Scope of Work.

1.2 Demographics

UConn is a public research University and academic health center with 8 campuses enrolling over 30,000 students in Fall 2012. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Greater Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and the Academic Health Center, including a 200-bed in-patient facility, in Farmington.

For detailed information about the University of Connecticut, please refer to the Web site at: <http://www.uconn.edu/about/>.

1.3 Definitions

1.3.1 "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.

The word "University", or "UCONN", "Law School" or "School", or a pronoun used in its place, shall mean the University of Connecticut main campus at Storrs, CT, as well as its satellite campuses, including the School of Law.

"Bidder", "Proposer", "Vendor" and "Respondent" refer to a company or individual responding to this Request for Proposal

The word "School" or "Law School", or a pronoun used in its place refers to the University of Connecticut's School of Law.

The word "Procurement Services", "Procurement", "University Purchasing Department", "Purchasing", or "Purchasing Department", or a pronoun used in its place refers to the University of Connecticut's Procurement Services Department.

1.4 Term of Contract

It is the intent of the University to enter into a one-year agreement with the selected firm/individual, with two (2) potential one (1) year extensions, effectuated by written amendment to the original agreement, approved by the Office of the Attorney General.

1.5 Method of Award

Each proposal will be evaluated by a committee. The University will evaluate all compliant proposals and select the firm(s) based on the following criteria:

- A. Experience providing similar services to other national Law Schools and/or national law firms;
- B. Public relations strategy experience;
- C. National media placement success;
- D. Fee Structure;
- E. Crisis Communication Experience;
- F. And References.

Detailed evaluation criteria and respective weights can be found in Part V, Evaluation Criteria.

1.6 Term: The initial term of any contract resulting from this RFP will be from July 1, 2013 or the date of award through June 30, 2014, with two (2) potential one-year extensions, or parts thereof. Said option(s) will only be exercised upon satisfactory performance and by mutual consent of both parties to any contract resulting from this RFP and by written amendment to the original agreement. Such intent to renew shall be conveyed to the vendor sixty (60) days prior to the effective date.

1.7 Estimated Timetable: The following schedule will apply to this RFP.

Release of RFP.....May 9, 2013
Pre-proposal Conference.....Not applicable
Closing Date for InquiriesMay 16, 2013
Submission of RFP DueMonday, May 30, 2013 @ 2:00 PM (EDT)
Anticipated Award Date.....On or around June 15, 2013

1.8 Inquiries: Direct all inquiries relative to the conditions, specifications and Scope of Work listed herein to:

Joseph A. Lastrina
Purchasing Agent I
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-0993
Fax: (860) 486-5051
E-mail: joseph.lastrina@uconn.edu

1.9 Submission Format: The following process is intended to ensure that all proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by 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.

- 1.9.1 An original and six (6) copies of the proposal, along with a *complete* electronic version of the proposal included on a CD or flash drive must be submitted in a sealed parcel to:

University of Connecticut
Purchasing Department
Attention: Joseph A. Lastrina
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Reference RFP # JL050913 “Develop Public Relations/Image Building Plan”

On or before 2:00 PM (EDT) on May 30, 2013.

Any RFP proposal received after that date and time will not be considered and will be returned to the sender unopened.

- 1.9.2 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. Faxed proposals will not be accepted.
- 1.9.3 **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. No fewer than an original and six (6) copies of the proposal shall be submitted, in addition to the electronic version on a CD or flash drive. Additionally, to facilitate photocopying, if needed, proposals must be three-hole punched and submitted in three-ring, loose leaf binders.

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 part number. All proposals must be submitted in a sealed envelope and labeled as noted in 1.9.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

E-mail or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be redelivered to the appropriate address in time to be considered.

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

- 1.9.4 At the specified time stated in 1.9.1, all proposals received as stipulated, shall be publicly opened. However, due to the complexity of the bid, 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 bid opening.
- 1.9.5 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 that respondent should summarize such information in a separate envelope and each page submitted should clearly state “Confidential,” but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent’s own risk and the University assumes no liability for any loss or damage which may result from the University’s disclosure at any time of any information provided by the respondent in connection with its proposal.

- 1.10 Proposals must demonstrate an understanding of the Scope of Work, Part IV, 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.
- 1.11 Completed RFP’s: Each bidder must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.
- 1.12 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 Agent stipulated in paragraph 1.8 as having received this RFP. All addenda shall become a part of this RFP and will be posted on the University of Connecticut Purchasing Department website, as well as the State of Connecticut Department of Administrative Services Procurement website. 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 may be grounds for rejection of the proposal response. **(See Part X, Form of Proposal)**
- 1.13 Support Plan: We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the on-site and off-site technical and administrative support, technology driven price adjustments and training opportunities for staff.
- 1.14 University Contact: Under no circumstances, may any Bidder or its representative contact any student or employee regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required. Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.

PART II
TERMS AND CONDITIONS

2.1 Each vendor, by submitting a proposal, represents that the vendor has:

- 2.1.1 Read and completely understands the RFP documents and attachments thereto;
- 2.1.2 And is familiar with the conditions under which goods and services would be provided, including availability and cost of materials and labor.

Note: Any final Agreement(s) 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 Agreement. The failure of any respondent to receive or examine any contract document, form, or addendum, or to acquaint itself with conditions there existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence of understanding of the University's intent to incorporate such terms and conditions into the Agreement.

2.2 Communication between the University and the Bidder

- 2.2.1 Informal Communication: From the date of receipt of this RFP by each proposer, until a binding contractual agreement exists with the selected proposer(s) and all other proposers have been notified or when all proposals have been rejected, **informal communication regarding this procurement shall be prohibited**. Informal communication shall include but not be limited to: Requests from the proponents to any faculty, staff, student or department(s) at the University for information, comments, speculation, etc.; and requests from any student, department at the University, or any employee of the University for information, comments, speculation, etc.
- 2.2.2 Formal Communication: From the date of receipt of this RFP by each proposer, until a binding contractual agreement exists with the selected proposer(s) and all other proposers have been notified or when all proposals have been rejected, all communication between the University and the Bidders will be formal, or as provided for in this RFP. Formal communication shall include but not be limited to:
 - Oral Presentations, if required
 - Pre-Award Negotiations

Any failure to adhere to the provisions set forth in 2.2.1 and 2.2.2 above may result in the rejection of any supplier's proposal or cancellation of this Request for Proposal.

2.3 Receipt of Proposals

- 2.3.1 **The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Storrs, CT 06269-6076, until the date and time stipulated in paragraph 1.9.1 of this RFP.** Proposals will be opened and the names only of the respondents will be read publicly.
- 2.3.2 Any proposal received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
- 2.3.3 Each bidder shall be solely responsible for the delivery of their proposal to the University at the place and before the time specified in 2.3.1 and 1.9.1 above.
- 2.3.4 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the bidder, or further document the

competitive bid process.

- 2.3.5 The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University will be served. 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 bidder exists, or after the University has rejected all proposals.
- 2.3.6 **The University of Connecticut reserves the right to reject any proposal that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.**
- 2.3.7 A bidder shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

2.4 Preparation of Proposals

- 2.4.1 The University is seeking proposals which meet its requirements as outlined in this RFP. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.
- 2.4.2 Bidders shall provide a written, itemized list of any exceptions to this RFP; otherwise, the bidder will be held responsible for compliance with all specifications as outlined in Part IV, Scope of Work, listed herein. An exception list, if submitted, must be cross-referenced to the corresponding numbered item in this RFP.
- 2.4.3 Proposals shall indicate the full name of the bidder submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the bidder. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.4.4 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.4.5 A bidder requiring clarification or interpretation of the RFP shall make a written request to the University to be received by the closing date for inquiries specified in section 1.7, Estimated Timetable to: Joseph Lastrina, Purchasing Agent I, University of Connecticut, 3 North Hillside Road, Unit 6076, Storrs, Connecticut 06269-6076, (860) 486-0993 joseph.lastrina@uconn.edu.
- 2.4.6 Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department.
- 2.4.7 Additional Charges - All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.
- 2.4.8 Proposal Obligations - The contents of the proposal and any clarification thereto submitted by the successful bidder shall become part of the contractual obligation incorporated into the ensuing contract.

2.5 Format of Proposal

- 2.5.1 All proposals must include a point-by-point response to this RFP, where required. Each such response must be cross referenced to the correspondingly numbered item in this RFP and describe in as much detail as possible. Likewise, any samples and/or examples which are provided to support responses shall be labeled to correspond with the specific requirement in this RFP. This **MANDATORY REQUIREMENT** will facilitate a more expeditious evaluation of proposals.
- 2.5.2 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.
- 2.5.3 Descriptive literature including details of all services being offered or similar projects performed in the past should be included with any proposal.

2.6 Submittal of Proposals

- 2.6.1 One (1) original and six (6) copies of each proposal, along with a complete electronic version on CD or flash drive shall be submitted in accordance with section 1.9.1 of this RFP, in a sealed parcel addressed to the University at the address given in paragraph 2.3.1 above. The sealed parcel shall further be identified with the name and address of the bidder and the designation "Sealed Proposal - JL050913 "Develop Public Relations/Image Building Plan".
- 2.6.2 The complete response to this RFP shall include:
 - 2.6.2.1 An exact copy of the Form of Proposal, included herein;
 - 2.6.2.2 A point-by point response to specifications and *all* terms and conditions;
 - 2.6.2.3 One (1) original and six (6) copies of the proposal response, as well as an electronic copy on a CD or flash drive;
 - 2.6.2.4 A brief description of your firm, including qualifications, experience and ability to fulfill the scope of the work described in this RFP;
 - 2.6.2.5 Response to Part VIII, Pricing;
 - 2.6.2.6 Evidence of you firm's previous experience with similar engagements as shown by a portfolio of sample work;
 - 2.6.2.7 A complete client list for the past five (5) years for which you have provided similar services, including higher education institutions' schools of law and national law firms;
 - 2.6.2.8 A list of at least three (3) references, including a contact name, e-mail address and telephone number;
 - 2.6.2.9 A complete client list for the last three (3) years;
 - 2.6.2.10 Resumes/CVs of staff from your organization who would be assigned to this project if your firm is retained by the University;
 - 2.6.2.11 A description/outline of proposed services and how they will be implemented, including a timeline to complete this engagement;
 - 2.6.2.12 A list of exceptions, if applicable, to any numbered items in this RFP;
 - 2.6.2.13 any additional information you feel would assist the University in selecting a firm or firms to provide these services;
 - 2.6.2.14 Certified Resolution (see paragraph 2.9);
 - 2.6.2.15 Bidder's Qualification Statement (Part VII);
 - 2.6.2.16 Completed Bidder Contract Compliance Monitoring Report (Part XI);
 - 2.6.2.17 OPM Ethics Form 1 – Gift and Campaign Contribution Certification (included in Part XII, Attachments);
 - 2.6.2.18 OPM Ethics Form 5 – Consulting Agreement Affidavit (included in Part XII, Attachments);

- 2.6.2.19 OPM Ethics Form 6 – Affirmation of Receipt of State Ethics Laws Summary (included in Part XII, Attachments);
- 2.6.2.20 Nondiscrimination Certification – Form C (included in Part XII, Attachments);
- 2.6.2.21 Connecticut Economic Impact Form (included in Part XII, Attachments);
- 2.6.2.22 and the Anti-collusion Affidavit (included in Part XII, Attachments).

2.6.3 No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

2.6.4 No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

2.7 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

2.7.1 A proposal shall not be modified, withdrawn or cancelled by the bidder for a one hundred and twenty (120) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.3.1 above and the bidder so agrees in submitting a proposal.

2.7.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 2.3.1.

2.7.3 Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

2.8 Formation of Agreement

2.8.1 The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted. After final negotiations, the University, in accordance with paragraph 2.8.2 below will issue an acceptance of the proposal offer.

2.8.2 The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Vendor, superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties will constitute the final contract.

2.8.3 The University reserves the right to establish either a primary or multiple-vendor contract pursuant to this RFP.

2.8.4 **It is mutually agreed by and between the University and the firm that acceptance of the firm's offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. The University's agreement format has been included for your review (See Part IX). If there are exceptions to be taken, these must be included in your proposal response.**

2.9 Signature Authorization Documentation (Mandatory Submittal):

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

2.9.1 If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.

- 2.9.2 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.
- 2.9.3 Documentation must clearly state when and how such authorization was given.
- 2.9.4 Documentation must state that the authorization is still in full force and effect.
- 2.9.5 Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- 2.9.6 Corporate Resolution and Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- 2.9.7 Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>.

2.10 Presentation

- 2.10.1 Prospective vendors may be asked to discuss their written responses to this document at a presentation on the law school campus in Hartford, CT on dates mutually agreed upon by the vendor and the University. If a vendor is requested to make a presentation, the vendor will make the necessary arrangements and bear any and all costs associated with the presentation.

2.11 Qualifications of Vendors

- 2.11.1 Proposals will only be considered from firms or persons with a demonstrated and substantial history of experience in successfully providing the public relations services, to institutions or firms whose requirements were similar in size and scope to those of the University, with an emphasis on institutes of higher education with a school of law. Prospective vendor must demonstrate their ability to provide said services that meet or exceed the specifications as outlined in Part IV, Scope of Work.
- 2.11.2 Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 2.11.3 The University will reject the proposal of any vendor and void any award resulting from this RFP to any vendor who makes any material misrepresentation in their proposal.

2.12 Assignment

Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

2.13 Non-appropriation of Funds

Notwithstanding any other provision of this RFP or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the vendor whose contract was

terminated under the same provisions, terms and conditions of the original contract.

2.14 Hold Harmless

The bidder 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.

State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the proposer or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner

2.15 Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from the contractor's activities involving third parties and arising from this contract.

2.16 Independent Contractor

The vendor represents that it is fully experienced and properly qualified to perform the services provided herein, and that it is licensed, equipped, organized and financed to perform such services. The vendor shall act as an independent contractor in performing any contract resulting from this RFP, maintaining complete control over its employees and all of its subcontractors and shall furnish fully qualified personnel to perform the services. The vendor shall perform all services in accordance with its methods, subject to compliance with the terms and conditions herein. It is acknowledged that any such services rendered by the vendor to the University will not in any way conflict with other contractual commitments with or by the vendor.

2.17 Responsibility for Those Performing the Work

The vendor shall be responsible for the acts and omissions of its employees and shall, at all times, enforce strict discipline and good order. The vendor shall not employ on the project any unfit person or any person not skilled in the task assigned. Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such persons shall be prohibited from returning to the project without the written consent of the University. If dismissal is required by the University, the expectation of the University is that said party will be immediately replaced by another individual with reasonably similar levels of experience and knowledge. Said replacement shall occur at no cost to the University.

2.18 Termination for Cause

- 2.18.1 The University may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract.
 - 2.18.1.1 The respondent 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.
 - 2.18.1.2 If the respondent and the University reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - 2.18.1.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.
 - 2.18.1.4 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.
- 2.18.2 The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination

2.19 Termination for Convenience

- 2.19.1 The University may terminate any resulting 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.
- 2.19.2 If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) 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.

2.20 Price

- 2.20.1 All prices offered in response to this RFP shall remain fixed for the entire term of the contract, inclusive of mutually agreed upon extensions.
- 2.20.2 In the event that the scope of work is changed during the project, the successful bidder shall have the right to perform additional duties upon receipt of written authorization from the University of Connecticut, Department of Procurement Services. All such additional work shall be charged in accordance with the vendor's fee schedule which shall be included with the bidder's response to this Request for Proposal.

2.21 Payment Terms

Payment terms shall be 2% 15 days, Net 45 days unless otherwise noted within the Bidder's proposal document titled "Exceptions to Terms and Conditions". Terms other than those indicated above will be subject to University approval and are subject to negotiation. If other terms are offered, they must be clearly indicated in your proposal response on a separate document titled "Exceptions to Terms and Conditions".

- 2.21.1 All billing shall occur on a quarterly basis in accordance paragraph 2.21 and based on the following payment schedule:
- 2.21.1.1 Invoice # 1 shall be dated no earlier than October 1, 2013 and shall include all billable line-items incurred between the commencement of services and September 30, 2013.
 - 2.21.1.2 Invoice # 2 shall be dated no earlier than January 1, 2014 and shall include all billable line-items incurred between October 1, 2013 and December 31, 2013.
 - 2.21.1.3 Invoice # 3 shall be dated no earlier than April 1, 2014 and shall include all billable line-items incurred between January 1, 2014 and March 31, 2014.
 - 2.21.1.4 Invoice # 4 shall be dated no later than June 30, 2014 and shall include all billable line-items incurred between April 1, 2014 and June 30, 2014.
- 2.21.2 Should one (1) or more of the mutually agreed upon extensions be exercised as stipulated in paragraph 1.4 of this RFP, the payment structure shall be consistent with a format mirroring the above, allowing only for variances based on the year services are rendered.

2.22 References

All offers shall include at least three (3) references for projects of similar scope and size. References will be checked electronically, therefore bidder **must supply the contact person, telephone number and e-mail address for each reference.** Please see Part VI, References.

2.23 Prevailing Law

The terms and provisions of this proposal and any contract resulting from this proposal shall be construed in accordance with the laws of the State of Connecticut.

2.24 Taxes

The University of Connecticut is exempt from Federal Excise taxes, and from State and local sales and use taxes. Tax exemption certificates can be furnished to the awarded vendor(s) upon request.

2.25 Business Relationship Affidavit

The proposer 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. Any contract resulting from this RFP may be terminated by the University, 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.

2.26 Conflict of Interest

The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Procurement Services, or any other University organizations or department for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

2.27 Federal, State and Local Taxes, Licenses and Permits

The successful respondent(s) will comply with all laws and regulations on taxes, licenses and permits.

2.28 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.

2.29 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.

2.30 Proposal Evaluation

Proposals will be evaluated by committee. If the committee determines, a particular mandatory requirement may be modified or waived and still allow the University to obtain services that substantially meet the intent of the RFP. The mandatory requirement will be modified or waived for all bidders and all proposals and all proposals will be reevaluated in light of the change.

2.30.1 All proposals will be evaluated by a committee. Each proposal will be evaluated separately and the merits of each will be measured using the criteria listed in Part V, Criteria to be evaluated will include: references, quality of portfolio of sample work submitted by vendor, demonstrated ability of vendor to meet specifications as noted in Part IV, Scope of Work, cost associated with rendering of services and any other factors relevant to the firm's capacity and willingness to satisfy the University of Connecticut's School of Law Office of Communications. Responsiveness to the terms and conditions herein shall be considered.

2.30.2 Subsequent to the opening of proposals, and based on its preliminary evaluation of said proposals, the University may require the vendors to make oral presentations at the expense of the vendor.

2.30.3 Method of Award - Each proposal will be evaluated by using a points earned matrix system (see Part V). The award shall be made to the most responsive and responsible bidder offering the best value based on the matrix scores as shown below. All bidders submitting proposals concur with this method of award and will not under any circumstances nor in any manner dispute any award made using this method.

2.31 On-Campus Activities

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. In order to safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all vendors are reminded that the following rules and considerations will be required when making deliveries to or performing work on any University of Connecticut campus:

2.31.1 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.**

2.31.2 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.

2.31.3 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. All deliveries must be

palletized.

- 2.31.4 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.

2.32 Delivery of Non-Conforming Goods

If the vendor fails to deliver or has delivered nonconforming goods, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to five (5) business days to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the correct goods from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

2.33 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. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**

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. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

2.34 Advertising

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by University Communications, on a case by case basis, that it 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 agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

2.35 Sales Representatives

The University expects all offers will take into consideration the costs of adequate service for a large and diverse account. Reasonable service shall include prompt problem solving and physical representation as required. Any firm awarded a contract will maintain service levels which are deemed necessary by the University to satisfactorily service the account. Sales representation must be available Monday through Friday, 8:00 a.m. – 5:00 p.m. EST. At a minimum, this shall include on-site representation as necessary and a customer service contact at the factory. **Response to any requests must be acknowledged within 48 hours of request.** Failure to maintain satisfactory service levels shall be deemed by the University as ample justification to terminate the contract for non-performance.

2.36 Executive Orders of the Governor:

Any Agreement subsequent to this RFP 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.

2.37 Ethics and Compliance Reporting:

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.

2.38 Mandatory Affidavits:

The Office of Policy and Management has created 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 affidavit(s) to be considered compliant:

- “Consulting Agreement Affidavit” – Form 5
- “Gift Certification” – Form 1
- “Affirmation of Receipt of States Ethics Laws Summary” – Form 6

2.39 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.

2.40 Nondiscrimination Warranties:

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 forms can be found with the affidavits in this document or at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. 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).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a

notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract

or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

PART III
SPECIAL TERMS AND CONDITIONS

3.1 Image Ownership/Copyright

Any work(s), including but not limited to illustration, photography, writing or design, generated under this RFP will be considered a “work made for hire” as defined by the copyright laws of the United States; and the University shall retain all rights, title to and exclusive use of said work/media. The University holds the right to use this work in whole or in part in any other form including, but not limited to, marketing materials, advertising, other printed materials, electronic databases or Internet uses. The University reserves the right to edit and modify any media associated with this project.

You will agree to deliver the work to us at the agreed upon deadline and in a manner and form acceptable to the assigning editor or publication project manager. Upon acceptance of the work, the University of Connecticut will pay you for all rights in the work. You will not receive any further payment from the University of Connecticut unless otherwise agreed upon in advance.

You represent that except for materials provided to you by the University of Connecticut, that you will be the sole author of the work and all of your services are original with you and not copied in whole or in part from any other work; that your work will not be libelous or obscene, or knowingly violate the right of privacy or publicity, or any other rights of any person, firm or entity.

The vendor, at its own expense, will defend any suit which may be brought against the University to the extent that it is based on a claim that the writing or design furnished hereunder infringe a United States Copyright, and in any such suit which is attributable to such claim. This is upon the condition that the University shall give the vendor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation, and upon further condition that the claimed infringement does not result from the combinations of designs or writings not included hereunder. No cost or expenses shall be incurred for the account of the vendor without its written consent. If principles of government or public law are involved, the University may participate in the defense of any such action. If, in the vendor's opinion, the work(s) supplied hereunder is likely to or does become the subject of a claim of infringement of a US Copyright, then without diminishing the vendor's obligation to satisfy final work(s), the vendor may, at its option and expense (1) obtain the right for the University to continue use of the work(s), (2) substitute for the alleged infringing work(s) other equally suitable work(s) to the University. The foregoing states the entire liability of the vendor with respect to the infringement of copyrights by the work(s) furnished hereunder or any party thereof.

3.2 Materials Ownership

All materials including, but not limited to film (including prep and stripped, final film), negatives, computer media, artwork, source code, proofs and mechanicals generated during the rendering of services pursuant to this RFP and the resulting contract will become the property of the University of Connecticut.

3.3 The University reserves the right to add additional items to any contract resulting from this RFP based on the needs of the University and the pricing contained herein, Part VIII.

3.4 License

Any Agreement resulting from this RFP will not grant the Proposer 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.

3.5 Advertising/Sponsorship Opportunities

In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it 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 agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

3.6 Licensed Merchandise:

Pre-authorization must be received from the University for the use of the University's names, marks, and logos.

3.7 Intellectual Property

3.7.1 The Proposer shall be responsible for 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 by the Proposer, his agents or his subcontractors in any contract resulting from this RFP.

3.7.2 The Proposer 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 by the Proposer, his agents, or his subcontractors in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.

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

3.8 Website Design

Website design must adhere to the University of Connecticut Website Policy located at <http://www.itl.uconn.edu/idd/wai/> as well as the University of Connecticut Website Development and Design Standards located at <http://webtools.uconn.edu/standards/required.html>.

PART IV SCOPE OF WORK

- 4.0 In support of its mission, the University of Connecticut’s School of Law seeks a public relations firm to assist in raising the profile of the Law School on a regional and national basis. The primary purpose of this RFP is to contract with a qualified public relations firm who will work directly with the Law School’s Office of Communications to leverage faculty expertise and institutional programming to create positive impressions about the Law School to prospective students and faculty, as well as the Law School’s alumni population.
- 4.1 Activities required pursuant to this RFP will include, but not be limited to:
- 4.1.1 Establish relationships with reporters and thought leaders to raise awareness of the human and programmatic assets of the Law School;
 - 4.1.2 Arrange for and facilitate pre-interviews with reporters and other thought leaders for the Dean, Associate Deans, key faculty members, and staff and students (where applicable) to establish these groups as a resource for future contact;
 - 4.1.3 Work collaboratively to generate story leads to feature the announcement of new scholarship, significant events and symposia, and other activities occurring at the Law School;
 - 4.1.4 Review and recommend story ideas based on routine review of editorial calendars of key publications, electronic media and other news outlets;
 - 4.1.5 Assist with the development of by-lined articles and opinion pieces by Deans, Associate Deans, key faculty members, and staff and students (where applicable) and their placement in regional and national publications;
 - 4.1.6 Identify and secure speaking opportunities appropriate for Law School experts;
 - 4.1.7 And work with UConn personnel to coordinate crisis management, including crisis communication plans on an “as needed” basis.
- 4.2 All expenses incurred by the contracted firm in the performance of activities pursuant to the contract resulting from this Request for Proposal are the responsibility of the firm and will not be reimbursed by the University, except if:
- 4.2.1 Said expenses are costs directly associated with the participation of Law School personnel in order to fulfill media opportunities. In those cases only, all expenses shall be the responsibility of the Law School. Said expenses shall require approval prior to being incurred.
- 4.3 The awarded firm is required to compile and present a monthly report of all activities related to the awarded contract. This report must be in PDF format and delivered via email to a party designated by the University, whom is yet to be determined, no later than the 7th day of the following month.
- 4.4 All contact with Law School Deans, Associate Deans, key faculty members, and staff and students (where applicable) must be coordinated with the Director of Communications and, in the director’s absence, a member, whom is yet to be determined and may vary, of the Communications staff.

**PART V
EVALUATION CRITERIA**

5.1 The award of an Agreement will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive Bidder offering the best value and with the highest total matrix scores as determined by the University. Submission of a proposal represents concurrence with this method of award. Furthermore, Bidders will not dispute any award made using this method under any circumstances.

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 Bidder's response to the following criteria:

5.1.1 Law School and National Law Firm Experience

Experience providing services to schools of law and/or national law firms as displayed through industry knowledge and material and information contained within the Respondent's portfolio, in addition to any other material or information included with a Respondent's proposal.

Maximum Points Available: 30

5.1.2 Public Relations Strategy Experience

Experience compiling and executing a Public Relations Strategy as displayed through industry knowledge and material and information contained within the Respondent's portfolio, in addition to any other material or information included within the Respondent's proposal.

Maximum Points Available: 20

5.1.3 National Placement Success

Demonstrated experience of successful placement in national media outlets which resulted from the execution of an effective outreach strategy.

Maximum Points Available: 15

5.1.4 Fee Structure

Fee structure is comprehensive, transparent, simple to understand, explained and itemized, enabling the University to have a clear understanding of the costs associated with this proposal and the drivers of those costs.

Maximum Points Available: 15

5.1.5 Crisis Communication Experience

Detailed crisis communication experience, as displayed through materials included with the Respondent's portfolio which speaks to the experience the Respondent has in managing crisis situations, specifically exemplifying clear, concise, and strategic communications.

Maximum Points Available: 10

5.1.6 References

Displayed experience resulting in the satisfaction of clients by references provided to the University as a reference in Part VI and those identified by the University. References are relevant and are of either schools of law or law firms with a national presence.

Maximum Points Available: 10

Total Maximum Points Available: 100

**PART VI
REFERENCES**

Reference #1 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email Address: _____

Phone: _____

Reference #2 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email Address: _____

Phone: _____

Reference #3 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

Email Address: _____

(Additional Reference Information May Be Attached On a Separate Sheet)

**PART VII
BIDDER'S QUALIFICATION STATEMENT**

RFP # JL050913 – Develop Public Relations/Image Building Plan

All bidders are required to file this form, properly completed, with their proposal response. Failure of a bidder 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 on official company letterhead as necessary.

1. Indicate the exact 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 _____

Number of Years? _____

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, Supervisors, and Sales Representatives, 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 Years/supervisor Telephone/Fax #'s

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

(Attach additional sheet if necessary)

8. 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 that provided the bonding for the failed contract(s):

9. 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 _____ at _____

Name of Organization:

Address: _____

FEIN Number: _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

Title _____

**PART VIII
PRICING**

RFP # JL050913

8.0 Evaluation

The evaluation process outlined in Part V will determine which proposer has proposed the best overall services.

8.1 Cost

All costs associated with the Services must be provided in a section titled "Response to Part VIII – Pricing," separated from the rest of the proposal.

Signature acknowledges acceptance of all specifications, terms and conditions stated in **Part VIII, PRICING** and that all pricing and related discounts offered are accurate and correct.

FIRM: _____

DATE: _____

BY: _____

TITLE: _____

Print Name

TELEPHONE: _____

Email Address

**PART IX
SAMPLE STANDARD AGREEMENT**

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

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. 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).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, 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; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

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

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

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

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

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The

Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

- 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 10-1 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 sixty (60) 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 (As to Form)

By: _____

Date: _____

Print Name: _____

Title: _____

Form Rev. 7/19/2011

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.

PART X
FORM OF PROPOSAL
RFP # JL050913

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

1. The undersigned bidder, in response to our Request for Proposal for Services, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda, which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Bidder 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. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

Date Submitted: _____2013

Firm name: _____

Address: _____

City and State: _____

Zip Code: _____

By: _____
Signature of Owner or Authorized Officer

Title: _____

Telephone # _____

Facsimile: _____

PART XI
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 fifteen 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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PART 12 BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 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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PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

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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PART XII

ATTACHMENTS

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state of federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that 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 he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State 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 a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
12. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.
3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.
5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefore shall be made at a proper reduction in price.
6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals. Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

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

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

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract

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

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

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

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

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

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

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Written or electronic 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)

INSTRUCTIONS:

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

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)



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

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

INSTRUCTIONS:

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

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
- I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT)
) SS.:
COUNTY OF _____)

_____, being first duly sworn, deposes and says:
(Type or print name)
that he or she is the _____ of
(Type or print title)

_____, who submits herewith
(Type or print name of company/firm)
to the _____ attached bid/proposal; that he or she is the person whose name is signed to
the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true;
and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association,
organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication
or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award
the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the
bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over
any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or
anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw
bid/proposal;
(c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to
raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost
element of their price or of that of anyone else;
(d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof,
or divulge information or data relative thereof, to any corporation, partnership, company, association
organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals,
except to the awarding authority or to any person or person who have a partnership or other financial interest
with said bidder/proposer in their business.

Signed:

Name: _____
Title: _____

Subscribed and sworn to (or affirmed) before me this _____ day of _____, 20____, by
_____, proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

Notary Public (Notarial Seal)

Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): _____

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

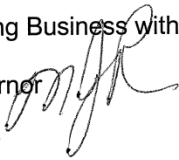
Amount paid to Major partners or suppliers in Connecticut: _____



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