



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

Procurement Services

DATE: February 6, 2014  
TO: Prospective Respondents  
RE: Addendum # 5 RFP LP090613 "Video Programming and Maintenance"

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.

**This addendum is being issued to answer questions proposed by one respondent and to advise potential additional respondents that a second Pre-Proposal Conference and Site Visit will be held due to a communication error in the initial release of the RFP.**

**The RFP opening date has been extended to February 26, at 2:00PM.**

**Additionally, there will be another pre-bid meeting that will be held on February 13, 2014 at 10:00AM in the Purchasing Bid Room.**

**QUESTIONS ASKED:** (answers are in RED)

1. Are all roads through campus owned by the state or municipality (public rights of way) or are the roads owned by the University? If there is a mix of road ownership, please identify on a map or by other means all public rights of way that run within the campus boundary. **Please refer to the attached Illustration A of the UCONN Storrs Campus for a representation of State, UCONN, and Town of Mansfield Roads.**
2. To the extent there are any public rights of way, please describe any easements or other rights that the University might have to install cabling along or under those rights of way. **With the possible exception of Mansfield and Northwood Apartments, the University anticipates no need for new infrastructure to be built or installed.**
3. Does the University own all the video/data cabling infrastructure on campus? **No.** If not, please identify on a map or other means any video/cabling infrastructure owned by third parties. **Refer to Illustration B for non-University owned infrastructure through campus.**
  - A. Charter Communications :**Mansfield Apartments** - (6) strands of single mode fiber, owned by Charter Communications, originating in the UConn Chemistry Building and terminating in Building (13) of Mansfield Apartments located on State Road 275 (South Eagleville Road).

- 4.
- B. Charter Communications: Northwood Apartments - (6) strands of single mode fiber, owned by Charter Communications, originating in the UConn Chemistry Building and terminating in Building (5) of Northfield Apartments located on North Eagleville Rd / State Road 430.
  - A. Charter Communications: Campus Charter Feed via fiber optic cable entering UCONN conduit structure at MH86 near the Chemistry Building and traversing the UCONN campus through selected conduits and terminating in Homer Babbidge Library. A splice point exists in this cable within the Williams Health Center on campus that was required during the construction of the Chemistry Building.
  - B. Fibertech Networks: UConn Depot Campus (72) strands of single mode fiber originating in the Storrs Campus Math Science Building (196 Auditorium Rd, Room M030) and terminating in the Depot Campus Kennedy Building (47 Weaver Rd).
  - C. Fibertech Networks: Connecticut Education Network (CEN) and Northeast Research and Education Network (NEREN) via - (108) strands of single mode fiber terminated in Storrs Campus Chemistry BDF, and connected to regional research and education networks via CEN.
  - D. AT&T: Main link to UCONN phone switch (fiber)- (96) strands single mode fiber AT&T owned fiber optic cable from AT&T maintenance vault located in State Road 195 to Homer Babbidge Library, through UCONN conduit structure.
  - E. AT&T: Secondary link to UCONN phone switch (copper)- (200+) pairs of copper twisted pair from Maintenance Vault State Road 195 to Homer Babbidge Library through diverse route on campus, through UCONN conduit structure.
5. Please identify on a map or by other means any conduit owned by the University that crosses under any roads owned by the state or municipality. The attached **Illustration C** represents the *University owned* conduit distribution system for the Storrs and Depot Campuses, as well as the Mansfield and Northwood Apartment Complexes.

**NOTE: The next pre-bid meeting will be held in the purchasing bid room on February 13, 2014 at 10AM.**

**NOTE: The opening of the RFP will take place on February 26, 2014 at 2:00PM.**

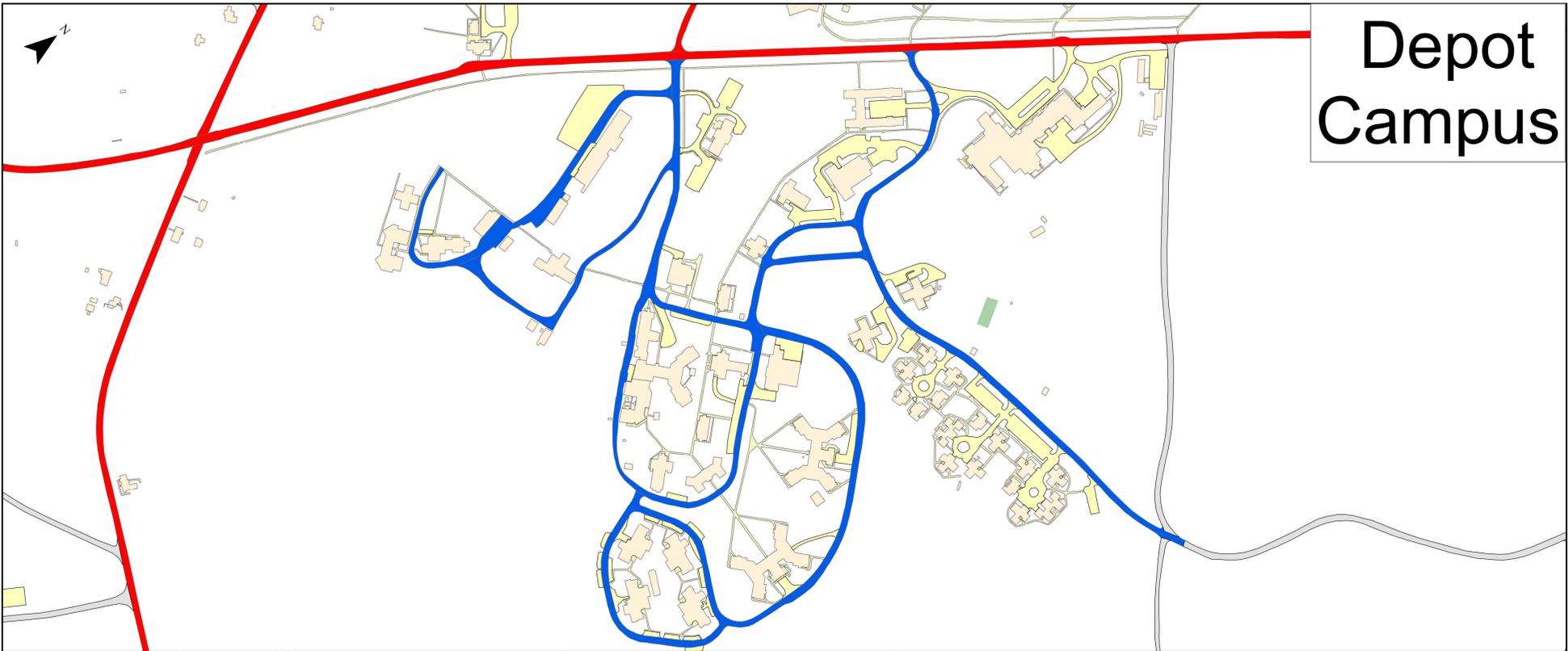
BIDDER NOTE: This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the RFP number, response date, and return address. 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 THE ORIGINAL RFP DOCUMENT, 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.

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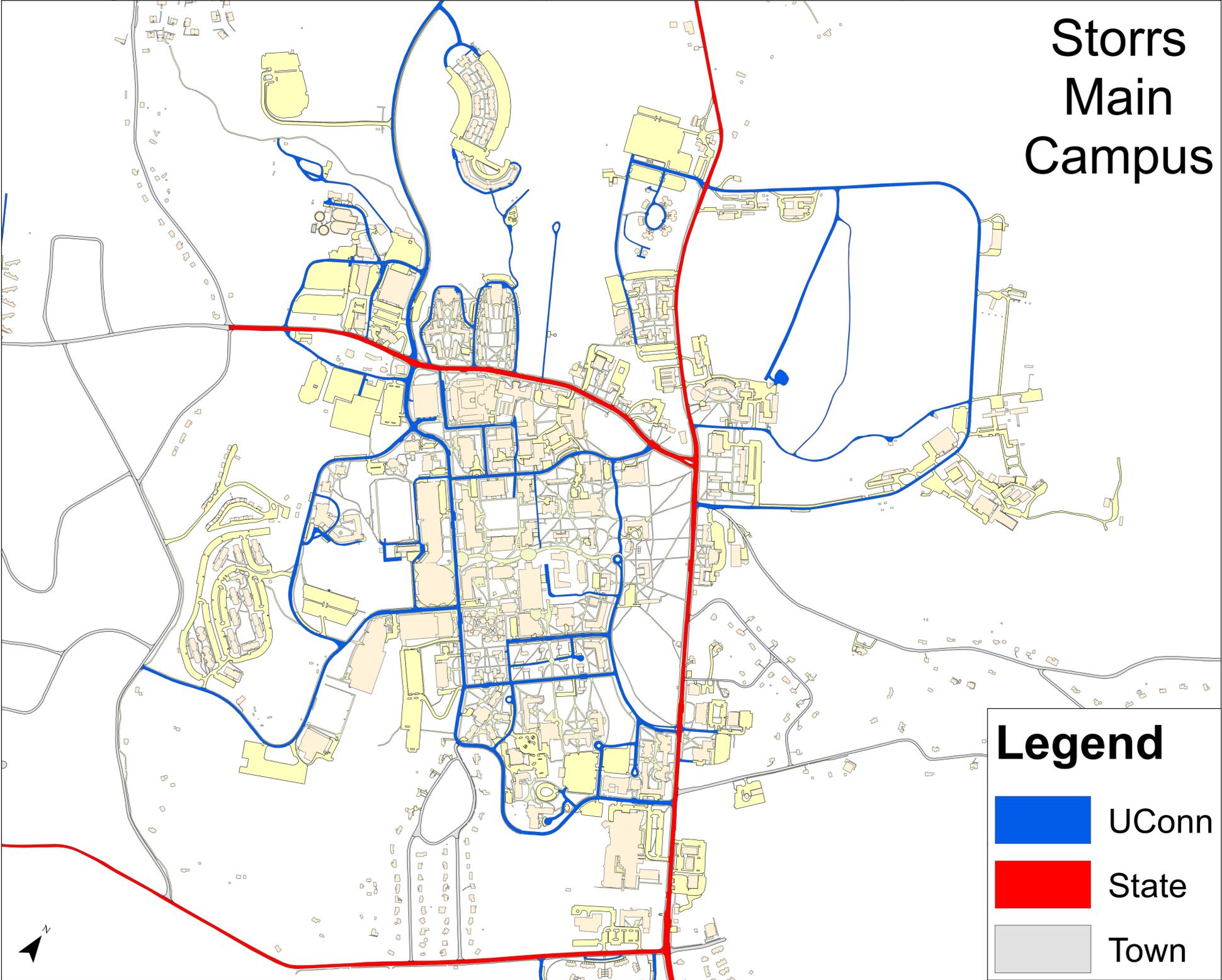
Name

Company

Date



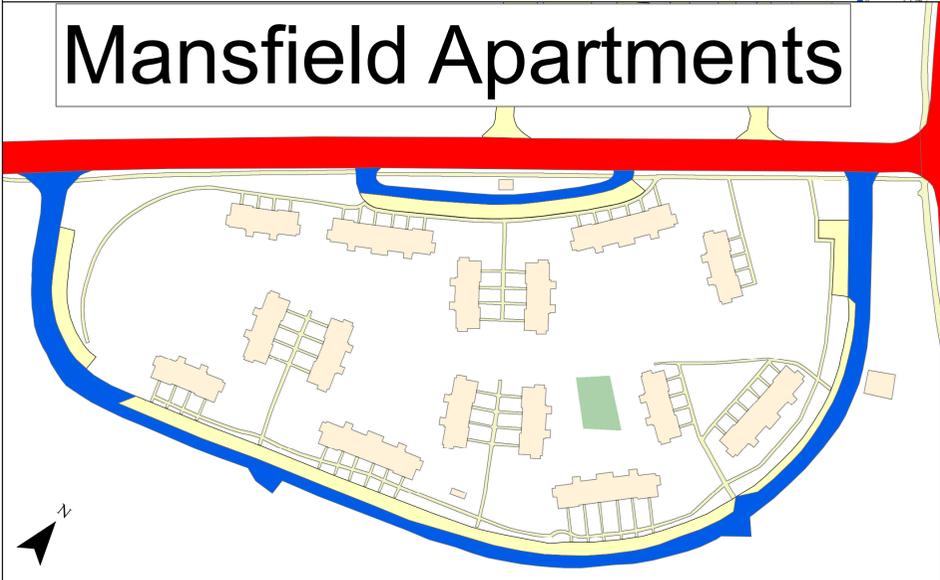
Depot  
Campus



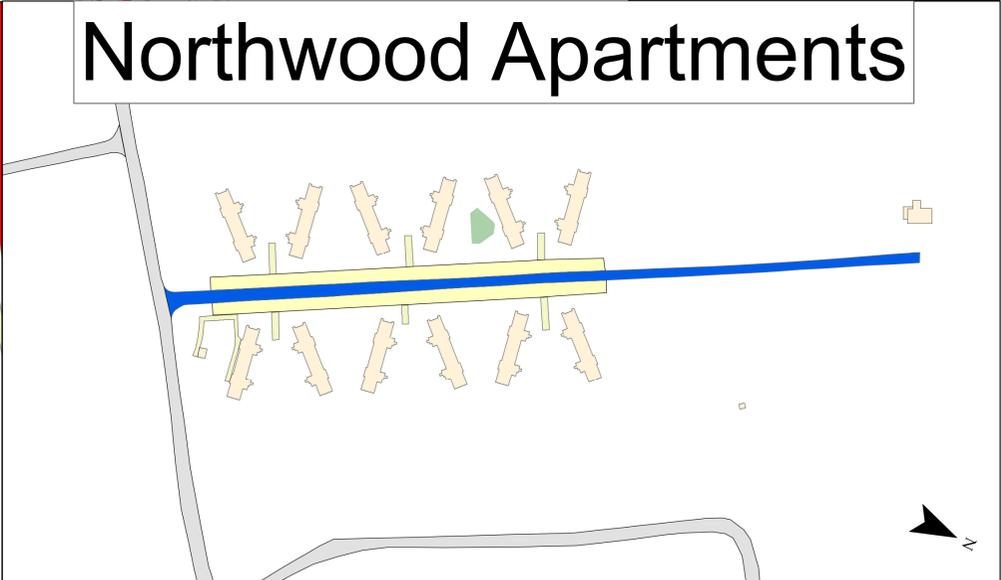
Storrs  
Main  
Campus

**Legend**

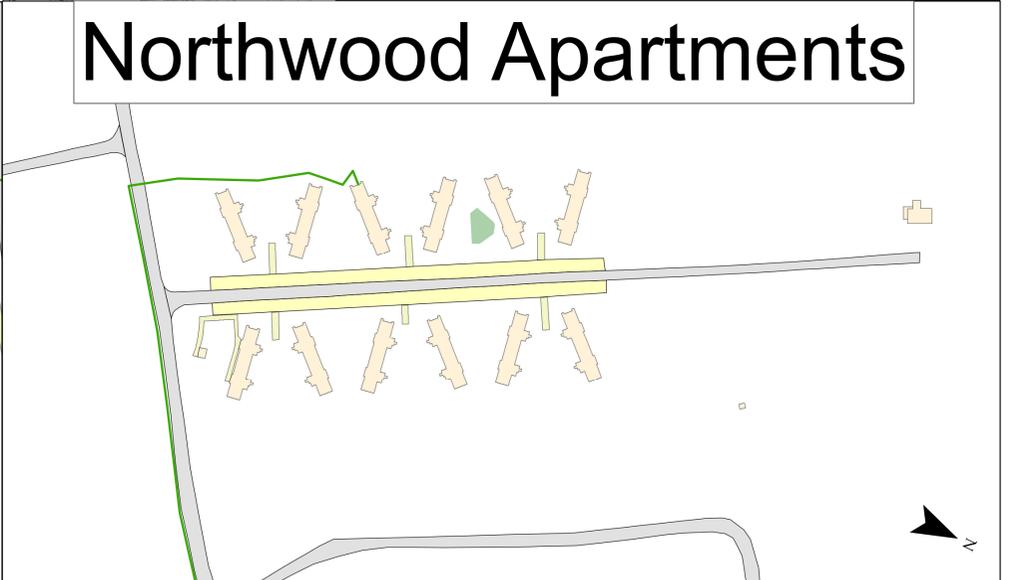
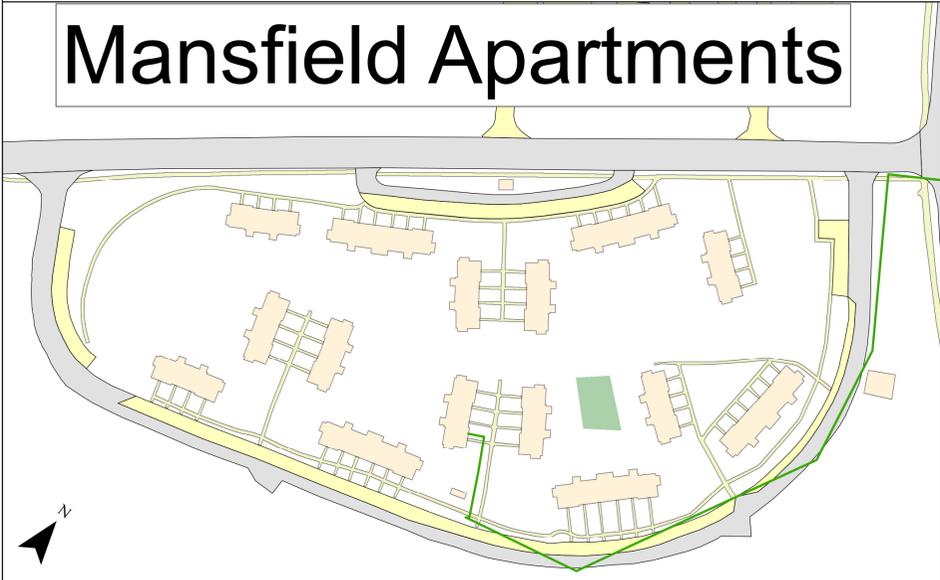
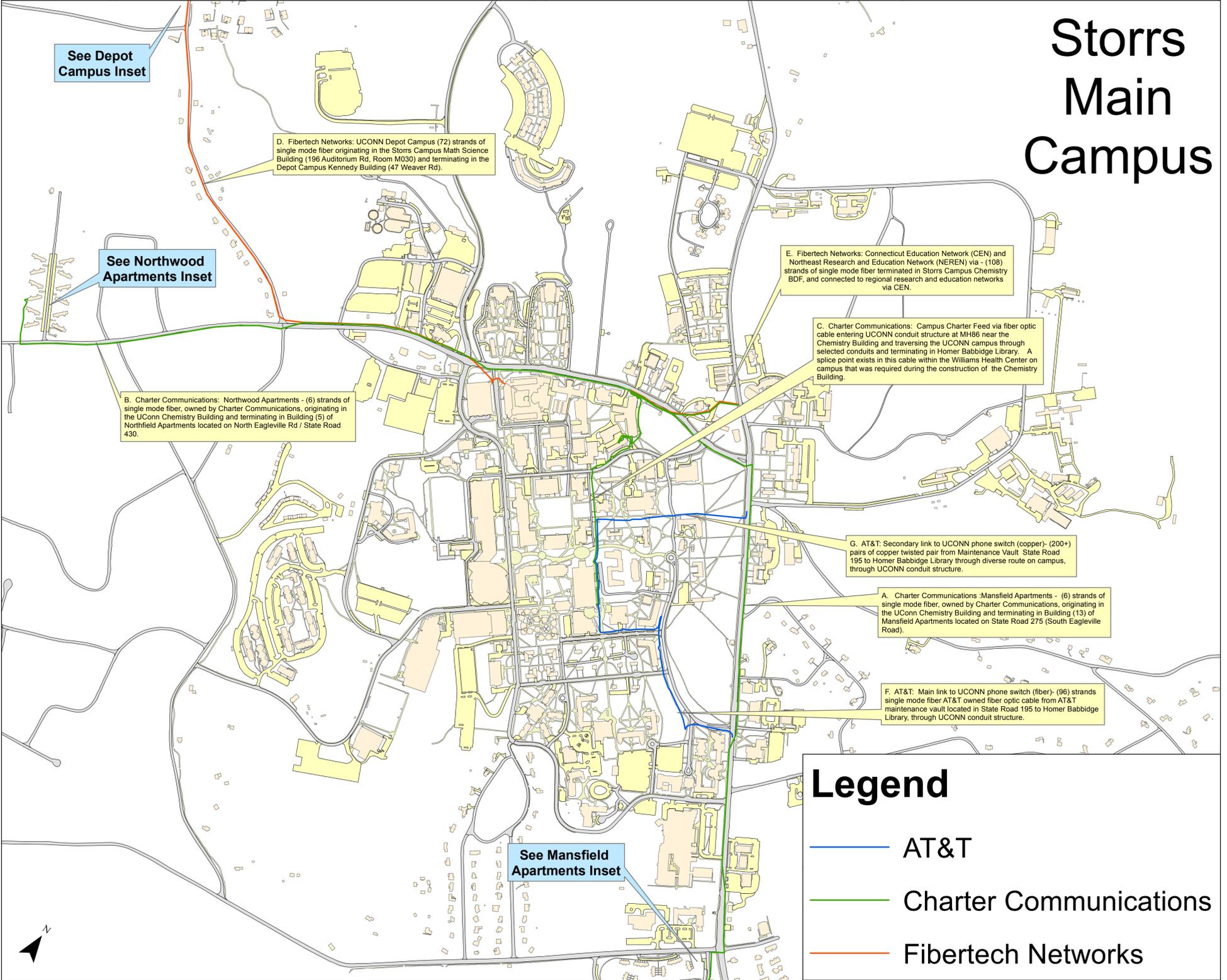
-  UConn
-  State
-  Town

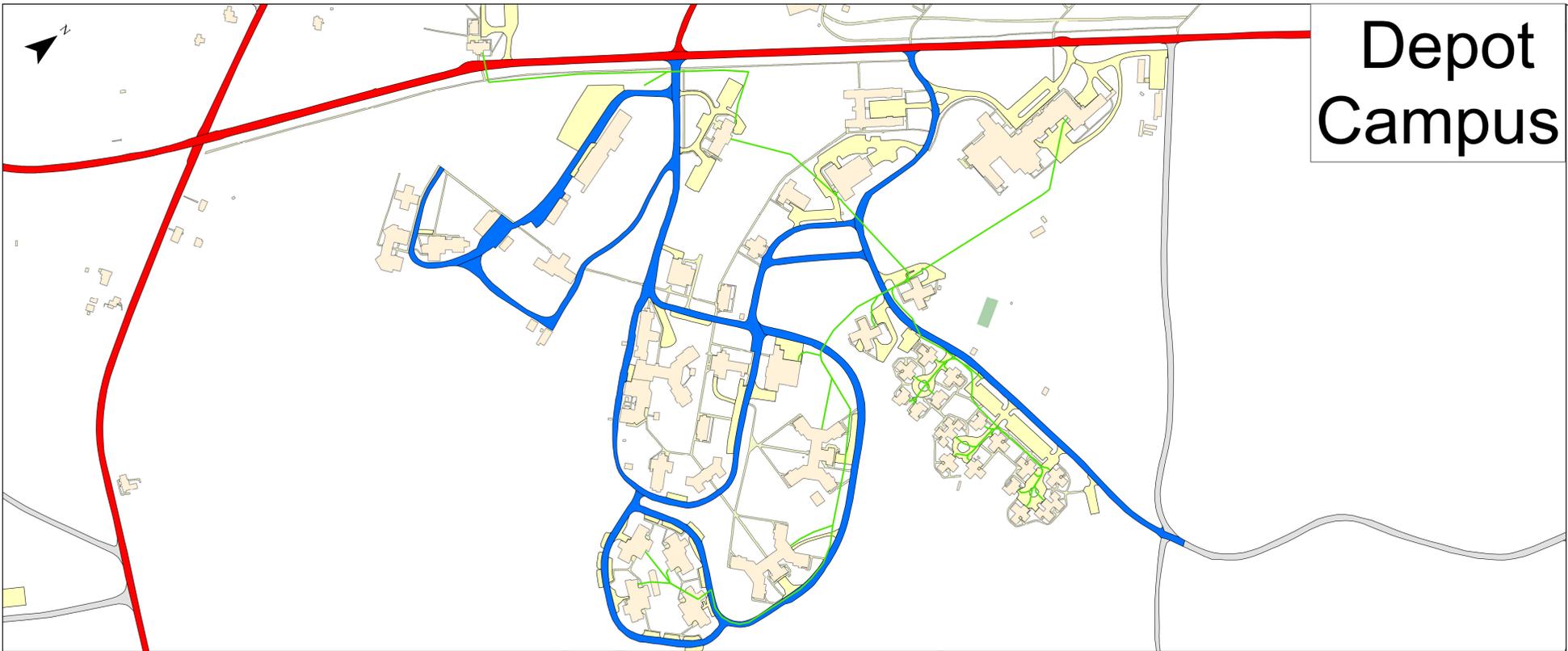


Mansfield Apartments

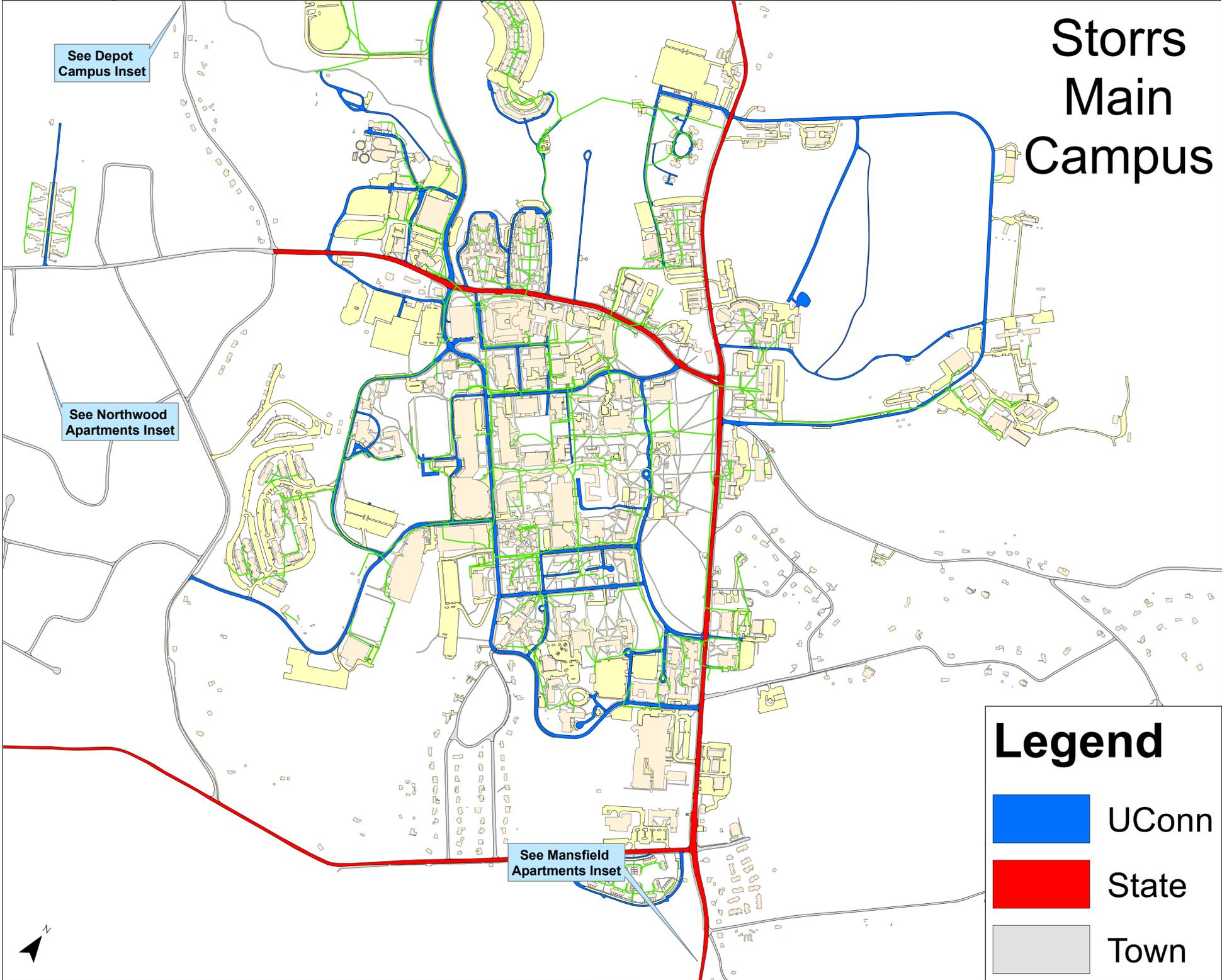


Northwood Apartments





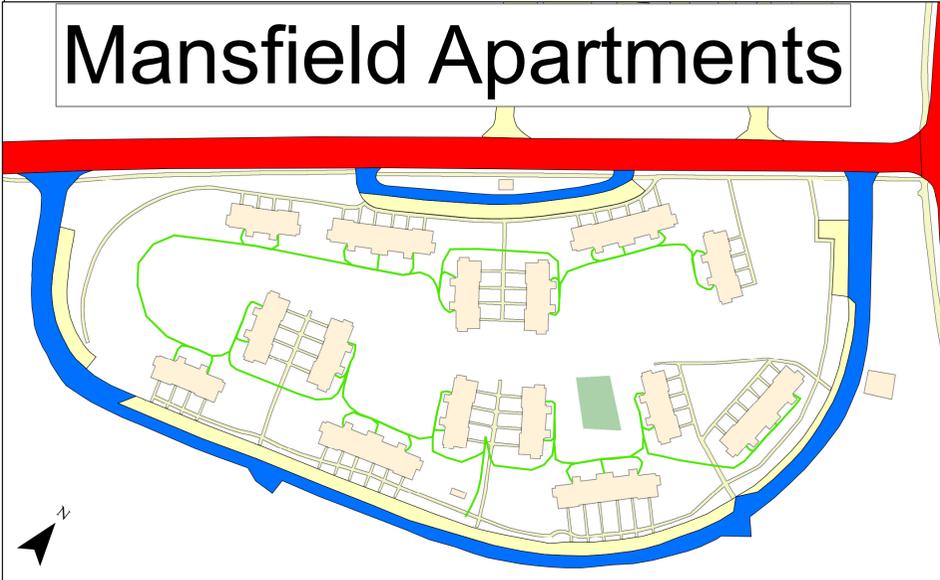
Depot  
Campus



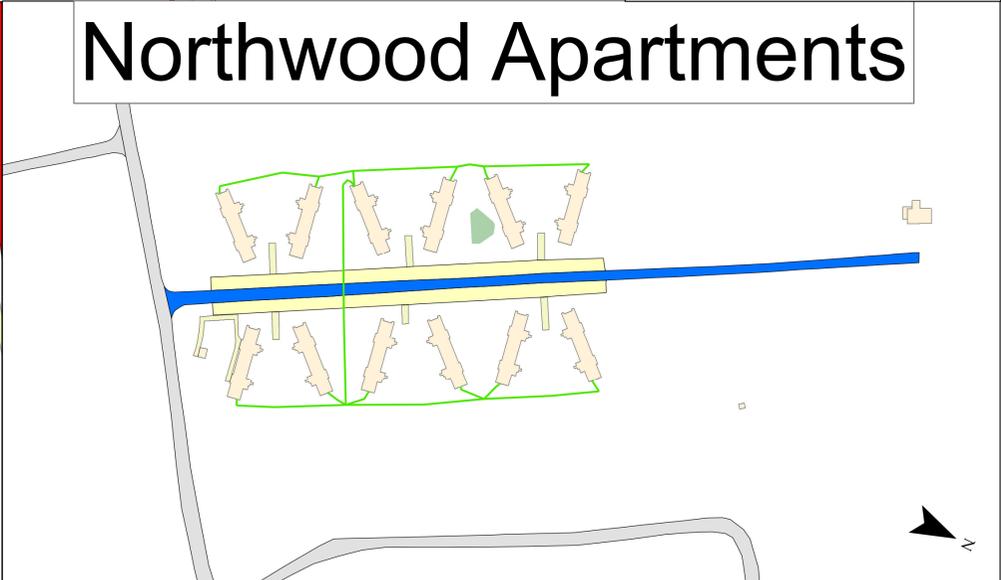
Storrs  
Main  
Campus

**Legend**

- UConn
- State
- Town



Mansfield Apartments



Northwood Apartments



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

Procurement Services

DATE: January 20, 2014  
TO: Prospective Respondents  
RE: Addendum # 4 RFP LP090613 “Video Programming and Maintenance”

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.

**This addendum is being issued to extend the response date to answer questions proposed by one respondent and to advise potential additional respondents that a second Pre-Proposal Conference and Site Visit will be held due to a communication error in the initial release of the RFP.**

**ALSO**

An additional review of the specifications was made and there was no provision included to address a common complaint we receive from a small segment of the student population. The issues are presented below. Please propose a method for on-campus UCONN student residents to access these non-broadcasted events. Please be prepared to address this issue in your final bid response. You will also have an opportunity to raise any further questions regarding this issue or any other at the next pre-bid.

The programming required in the RFP as written is based on the University receiving a fixed/static line up of channels that are delivered to our “head end” in the Babbidge Library, where it is interfaced to our campus distribution system. However, in the case of multi-day, tournament style contests such as the Olympics, World Cup or other internationally-driven events, the channel line-up typically delivered in our current contract only includes a fraction of the actual contest events. In general, the events that are delivered on this channel line-up are driven by national or regional demographics that generate ratings for the cable content provider; however the majority of the events that occur in these tournaments are not delivered through the fixed/static programming of the carrier. The actual program creator, e.g. NBC in the case of the Olympics, may indeed capture the event live or recorded, but may not broadcast it to the United States due to lack of interest/ratings. However, they do often make these international programs available on-demand in a streaming capacity; and access to that content may require a user-name/password account from a cable provider (e.g. Charter Communications, Comcast, Dish Network, etc.).

Our current contract is considered a bulk account, and as such, does not allow access to the programming that carries these non-broadcasted events.

This is problematic for UCONN because of the diversity of our population, with a large contingent of international students who may have their own regional, national, or cultural interests, and do not have access to the programming.

**The bid opening date has been changed to: Thursday, February 6, 2014 @ 2:00 p.m. (EDT)**

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 THE ORIGINAL RFP DOCUMENT, 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.

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Name

Company

Date



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

Procurement Services

DATE: November 19, 2013  
TO: Prospective Respondents  
RE: Addendum # 3 RFP LP090613 "Video Programming and Maintenance"

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.

**This addendum is being issued to extend the response date to answer questions proposed by one respondent and to advise potential additional respondents that a second Pre-Proposal Conference and Site Visit will be held due to a communication error in the initial release of the RFP.**

**The bid opening date has been changed to: Wednesday, January 22, 2013 @ 2:00 p.m. (EDT)**

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 THE ORIGINAL RFP DOCUMENT, 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.

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Name

Company

Date



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

Procurement Services

DATE: October 14, 2013  
TO: Prospective Respondents  
RE: Addendum # 2 RFP LP090613 "Video Programming and Maintenance"

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.

**This addendum is being issued to extend the response date to answer questions proposed by one respondent and to advise potential additional respondents that a second Pre-Proposal Conference and Site Visit will be held due to a communication error in the initial release of the RFP.**

**The bid opening date has been changed to: Wednesday, November 21, 2013 @ 2:00 p.m. (EDT)**

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 THE ORIGINAL RFP DOCUMENT, 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.

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Name

Company

Date



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

Procurement Services

DATE: September 26, 2013  
TO: Prospective Respondents  
RE: Addendum # 1 RFP LP090613 "Video Programming and Maintenance"

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.

**This addendum is being issued to extend the response date to answer questions proposed by one respondent and to advise potential additional respondents that a second Pre-Proposal Conference and Site Visit will be held due to a communication error in the initial release of the RFP.**

**The new Pre-Proposal date will be scheduled when Addendum #2 is issued to answer the questions referred above.**

**The bid opening date has been changed to: Wednesday, October 16, 2013 @ 2:00 p.m. (EDT)**

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 THE ORIGINAL RFP DOCUMENT, 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.

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Name

Company

Date



**University of Connecticut**

**REQUEST FOR PROPOSAL (RFP)**

**RFP Number LP090613**

**Video Programming and Maintenance**

**ISSUE DATE:**

**September 6, 2013**

**MANDATORY PRE-PROPOSAL CONFERENCE AND SITE VISIT**

**September 17, 2013 at 10:AM**

**DUE DATE:**

**September 30, 2013 @ 2:00 PM**

**Issued By:** Lou Priest Jr.  
Procurement Services  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-4960  
Fax: (860) 486-5051  
E-mail: [lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu)

## TABLE OF CONTENTS

This RFP is organized as follows:

Preface:	
Part I	Overview & Background
Part II	Demographics
Part III	Scope of the Project and Existing Infrastructure
Part IV	Introduction
Part V	Terms and Conditions
Part VI	Submission Specifications
Part VII	Requirements
Part VIII	References
Part IX	Attention Bidders
Part X	Form of Proposal
Part XI	Notification to Bidders
Part XII	Vendors Qualification Statement
Part XIII	Connecticut Economic Impact Form

### Affidavits

- Nondiscrimination Certification
- Gift and Campaign Contribution Certification
- Consulting Agreement Affidavit
- Collusion Affidavit
- Certified Resolution
- Confidentiality Agreement

# UNIVERSITY OF CONNECTICUT

## Video Programming and Maintenance

### PART I OVERVIEW AND BACKGROUND

1.0 The University of Connecticut located in Storrs, Connecticut, hereinafter University, is soliciting proposals from experienced and qualified vendors to partner with the University by providing video programming and/or maintenance services to residence, academic and administrative buildings in accordance with the characteristics and technical specifications outlined herein. The successful firm will demonstrate expertise in providing video programming services for a major public research university with an academic health center. The successful firm will also be required to demonstrate their extensive experience in the private sector thereby bringing the knowledge of best practices to the engagement.

In an effort to foster a more diverse pool of experienced firms, the University encourages participation by Connecticut certified Small Business and Minority Business Enterprise (S/MBE).

#### **S/MBE Certified Firms**

A certified SBE/MBE firm must meet the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capital Avenue, Hartford, CT, 06106, Fifth Floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is [http://das.ct.gov/cr1.aspx\\$page=34](http://das.ct.gov/cr1.aspx$page=34).

#### **1.1 Definitions:**

- 1.1.1 The term "**Addenda**" means written or graphic instructions issued by the University of Connecticut during this process that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 1.1.2 The terms "**Offer**" or "**Proposal**" or "**Submission**" means the Offeror(s) response to this Request for Proposal.
- 1.1.3 The terms "**Bidder**", "**Contractor**", "**Proposer**", "**Offeror**", "**Vendor**", or "**Respondent**" refer to a company responding to this Request for Proposal (RFP).
- 1.1.4 The term "**University**" or "**UConn**" or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five satellite campuses.
- 1.1.5 The term "**Request for Proposal**" (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation process. The Request for Quotation process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. The RFP process is generally used where a scope is more complex and award is based on multiple criteria, including price.

#### **1.2 Professional Time and Expense Policy:**

The University will not pay the vendor for travel time or any out-of-pocket expenses incurred by their staff between place of residence and place of work. In certain circumstances the University will provide lodging and a meal allowance. Reimbursement of any travel expenses must be authorized beforehand, in writing by the University and comply with policies found at <http://www.travel.UConn.edu/>. The

University will not reimburse the vendor for any other miscellaneous out-of-pocket expenses incurred by the tech transfer professionals.

## **PART II DEMOGRAPHICS**

- 2.0 UConn is a public research university and academic health center with 8 campuses enrolling approximately 30,000 students in Fall 2013. 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. The Health Center is not included in this RFQ

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

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**PART III**  
**SCOPE OF THE PROJECT and EXISTING INFRASTRUCTURE**

3.0 The purpose of this RFP is to solicit proposals from firms interested in providing video programming and/or maintenance services for University of Connecticut (UConn) Information Technology Services (UITS). Maintenance services shall be ready and in place by November 15<sup>th</sup>, 2013. Video programming services shall be ready and tested for operation on or prior to February 14<sup>th</sup>, 2014.

This Request for Proposal will be evaluated independently and is organized into two sections, programming and maintenance. To satisfy all of the functional and technical requirements for both sections as set forth in Part VI of this document the University may enter into negotiations with one or more interested vendors to accomplish this objectives: (see Section 6.1 for details):

The successful vendor will be required to provide the following services in general. The exact specifications for this RFP are located in Section 6.

**Programming and Related Services**

- At a minimum, reproduce the current programming available to all University recipients
- Vendor must offer additional programming in the form of digital and high definition programming
- Vendor must provide competitive pricing with discount rates during semester breaks and non-session periods
- Vendor must offer additional service options to provide seamless access to University information technology resources (e.g. telephone and data services) to members of the University community not able to utilize the University's network(s) due to remote location

**Systems Maintenance and Operations Technical Support**

- Vendor must provide system evaluation and performance monitoring
- Vendor must provide routine and preventative maintenance for University Head End and Distribution systems including fiber optic and coaxial distribution networks, satellite antenna and related systems
- Vendor must provide routine field support for University staff, residents and facilities, including regional campuses and cooperative extension units as required
- Vendor must provide timely, complete and accurate documentation of maintenance activities, system modifications and as-built information including test results and signal levels, maintained on site and coordinated with designated University personnel
- Vendor must provide adjustments/field balancing of distribution systems required to deliver new programming.

**Overview of Current Video Distribution System**

The University currently operates a video distribution system to consolidate HUSKYvision video programming services and distribute the signal throughout the Storrs Campus. This distribution system is comprised of a head end located in the Homer Babbidge Library (HBL), a satellite reception compound, and a distribution network consisting primarily of single mode fiber optic cable and the occasional coaxial cable throughout the campus.

The video connections may be located in classrooms, office, student rooms, or common areas (lounges). All of the buildings have the ability to receive cable TV services, while some buildings have the ability to receive and broadcast signals.

## **Head End and Program Acquisition**

The current programming for the UConn HUSKYvision system is generated in the UITs head end facility in Homer Babbidge Library (HBL), and consists of (95) channels, mixed digital and High Definition signals from multiple sources and providers. See Table of Channel Lineup in Section 6.3.

The equipment for programming received or generated through TVRO/Satellite reception or signals that are locally generated by the University as identified in (TABLE CHANNEL LINE UP), is owned by the University of Connecticut, and may be reused or replaced by the successful bidder, as necessary to meet the requirements of this RFP. This equipment may include, but is not limited to satellite antennas, demodulators, modulators, fiber transmission equipment required to receive the programming and transport it to the head end for insertion into the HUSKYvision combiners.

For all programming currently supplied by Charter Communications as identified in (Section 6.3), the demarcation of systems is the (demodulators<sup>1</sup>) located in the equipment cabinets.

The HUSKYvision system incorporates an EAS Trilithic text scrolling system into each channel of the channel line-up that is used to disseminate information to the University community, and is a component of the University's Emergency Communications strategy. This system shall be retained, and must be tested, as defined in Section 6.2.7, by the successful bidder(s).

## **Fiber Distribution**

The HUSKYvision signal is currently distributed throughout the Storrs Campus primarily through single mode fiber. HUSKYvision fiber distribution is not bi-directional except in a small number of locations and is only used for return video programming to the head end. The fiber transmission equipment consists of various manufacturers with minimum downstream bandwidth of 750 MHz. Optical splitters have been utilized to reduce the quantity of transmitters required to provide signal to campus buildings. This architecture requires multiple intermediate patches in the transmission path to each building fed by fiber.

## **Building Distribution**

In-Building distribution of the HUSKYvision signal consists of Blonder Tongue BIDA amplifiers and passive distribution equipment through hard line backbones and 6-series quad shield coaxial cable. The In-Building distribution is primarily downstream only with return pathways balanced in (5) buildings on campus.

<sup>1</sup> Combiner or demodulators? If combiner, then the entire text is much simpler for both Cable and Non-Cable supplied programming. If demodulators are the demarcation, then the separation between Cable and Non-Cable supplied programming is required.

**PART IV  
INTRODUCTION**

- 4.0 **Scope:** The purpose of this RFP is to solicit proposals from firms interested in providing video programming and/or maintenance services for University of Connecticut (UConn) University Information Technology Services (UITS). The specifications and requirements which must be addressed in vendors' responses can be found in Part VI, Proposal Specifications.
- 4.1 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

**The University of Connecticut reserves the right to reject any submission that does not comply with the State's contractual requirements. Submissions 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.**

- 4.2 **Contract Term:** The term of any contract will be from the date of award through June 30, 2017. Thereafter, license fees, support and maintenance will be renewed, by written amendment to the original agreement and will be executed by both parties. The resulting contract will be the product of negotiations and will be the entire agreement between the University and the vendor (s), superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A sample of the agreement template can be found on page 54 of this RFP.
- 4.3 **Extension of Contract:** By mutual agreement between the parties, this contract may be extended for two (2) additional three (3) year periods. Said option will be exercised only upon the satisfactory performance of the respondent as determined by the University and upon the mutual consent of both parties to any contract resulting from this proposal. Such intent to renew shall be conveyed to the respondent in writing ninety (90) days prior to the effective date. These extensions should also include flexibility with regard to technology refresh.
- 4.4 **Specifications:** The specifications in Part VI must be responded to on a point by point basis so the University can evaluate whether the proposer is qualified to meet these requirements. Proposers must use the RFP numbering scheme in their response to allow for efficient evaluation. See 4.7.3 for additional details.
- 4.5 **Estimated Timetable:** The following schedule will apply to this RFP.

Release of Request for Proposal (RFP)	September 06, 2013
Mandatory Pre-Proposal Conf. & Site Visit	September 17, 2013 @ 10AM
Closing Date for Inquiries	September 20, 2013
Submission Due Date	September 30, 2013, 2:00 p.m. EDT
Proposer Presentations (if necessary)	TBD as necessary
Anticipated Award Date	November 15, 2013

- 4.6 **Inquiries:** All inquiries relative to the conditions and specifications listed herein must be directed to:

Lou Priest Jr.  
University of Connecticut  
Procurement Services  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
E-mail: [lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu)

All requests for clarification **must be in writing** and submitted by **Friday, September 20, 2013 by 2:00pm** to the following email address: [lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu) **identified within the subject line the following:** RFP LP090613 “Video Programming and Maintenance”

**Under no circumstances may any applicant or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required.** Any violation of this condition **will** result in the applicant being considered non-compliant and ineligible for award.

- 4.7 **Submission Format:** The following process so described is intended to ensure that all Proposers have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

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

- 4.7.1 An original and five (5) copies of the submission, along with a CD/DVD, or USB flash drive containing your proposal response, must be submitted in a sealed envelope or box and sent to:

University of Connecticut  
Procurement Services  
Attention: Lou Priest Jr.  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076

Reference RFP No. LP090613  
**“Video Programming and Maintenance”**

**On or before 2:00 p.m. EDT on September 30, 2013**

**\*\*\*IMPORTANT NOTE\*\*\***

**All RFPs must be submitted in a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any RFP that is not properly identified.**

**Any RFP submission received after the date and time stated above will not be considered and will be returned to the Proposer unopened and will be marked “LATE SUBMISSION” with documentation to that effect.**

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

Date/Time: September 17, 2013  
10:00 AM (EDT)

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

**Any firm planning to send a representative should contact Lou Priest Jr. in Procurement Services (see Section 4.6 above) by September 16, 2013 by 12Noon.**

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

**In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays.**

**Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at [www.nathanhaleinn.com](http://www.nathanhaleinn.com).**

4. 7.2 Faxed submissions will not be accepted.

4. 7.3 Each submission must include a table of contents with page numbers for each of the required components of the submission.

**All submissions must also include a point-by-point response to ALL sections in 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 five (5) copies of the submission shall be submitted. Additionally, to facilitate photocopying, if needed, submissions must be three-hole punched and submitted in three-ring, loose-leaf binders.

**Failure to respond to ALL Sections may be grounds for rejection.** Likewise, failure to supply any information required to accompany the submission may cause a rejection of your response 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 submission document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 4.7.1. No responsibility will be attached to any person for the premature opening of any submission that is not properly identified.

E-mail or electronic attachments are **not** acceptable means of submitting proposals 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 re-delivered to the appropriate address in time to be considered.

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

4. 7.4 All required signatures must be affixed in Part X, XI, XII and XIII.

4. 7.5 At the specified time stated in 4.7.1, all responses received as stipulated, shall be publicly opened and dated. However, due to the complexity of the RFP, 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 RFP opening.

4. 8 **Pre-Proposal Conference:** A mandatory pre-proposal conference and site visit will be held as stated in Section 4.7.1.1 above. The purpose of the conference is to provide an opportunity for questions and answers as required to, clarify terms, conditions or specifications of the Request for Proposal, as well as a site tour.

- 4.9 Submissions must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.
- 4.10 **Completed RFP's:** Each Proposer must respond to, and be capable of; supplying all goods and services outlined in the RFP specifications.
- 4.11 **Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP 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 submission on or before the submission opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the submission response (See Section X, Form of Proposal).

- 4.12 The vendor will be responsible for fulfilling all requests with their own resources, including W-2 employees and/or 1099 employees. Awarded vendor may be required to obtain background checks on assigned personnel.

Each vendor is required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each employee's authorization for employment in the United States (<http://www.uscis.gov/i-9>). In addition, each Vendor shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. countries. The University reserves the right to audit documentation related to the above requirements.

## **PART V TERMS AND CONDITIONS**

The following terms and conditions will govern in the submission and evaluation of proposals. Proposers are requested to carefully review the terms and conditions.

### **5.0 Notification of Selected Vendor:**

It is the University's intention to review vendor responses, complete evaluations and notify successful vendor on or about November 15, 2013. All Proposers will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

### **5.1 RFP Status and Submission Information:**

5.1.1 **RFP Acceptance/Rejection:** The University reserves the right to cancel this RFP, to reject any or all submissions received, or any part thereof without penalty, to waive informalities or irregularities and to make awards based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Non-acceptance of a proposal shall mean that another submission was deemed more advantageous to the University or that all submissions were rejected.

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

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

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

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

Prior to the time and date assigned for receipt, submissions submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.5, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the submissions as noted in paragraph 4.7.1 provided they are then fully in conformance with these terms and conditions.

5.1.6 **Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.

## 5.2 **Indemnification Requirements:**

5.2.1 **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.

- 5.2.2 **Liens:** The successful Proposer shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Proposer.
- 5.2.3 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 5.2.4 **Actions of Proposer:** The actions of the successful Proposer with third parties are not binding upon the University. The Proposer is not a division of the University, partner or joint venture of/with the University.

5.3 **Pre-Award Presentations and Negotiations:**

- 5.3.1 **Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation. (See Section 5.8.3 for clarification)
- 5.3.2 **Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposals. Submissions must demonstrate an understanding of the Scope of Work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Proposer's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the submission. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes, which include:
  - 5.3.2.1 Resolving minor differences and informalities
  - 5.3.2.2 Clarifying necessary details and responsibilities
  - 5.3.2.3 Emphasizing important issues and points
  - 5.3.2.4 Receiving assurances from proposers

5.4 **Standard Terms and Conditions:**

- 5.4.1 **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 award. The University may terminate any award 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 response to this RFP automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.
- 5.4.2 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its submission, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments 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.
- 5.4.3 **Equal Employment Opportunity Requirements:** In entering into any contract resulting from this RFP, the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill

promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, , national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

- 5.4.4 **Federal, State and Local Taxes, Licenses and Permits:** The successful Proposer will comply with all laws and regulations on taxes, licenses and permits.
- 5.4.5 **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.
- 5.4.6 **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 RFP or shall be used in the interpretation or construction of this RFP.

#### 5.5 **Responsibilities of the Proposer:**

- 5.5.1 **Observing Laws and Regulations:** The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 5.5.2 **Representations:** Each firm, by submitting its proposal, represents that it:
  - 5.5.2.1 Has read and completely understands the RFP documents.
  - 5.5.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

#### 5.6 **On-site Activity of the Proposer:**

##### **For any activity on the Storrs campus, the following will apply:**

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

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

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

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

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

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

### **Visitor Parking**

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

### **Load Zones**

Load zones are restricted to loading and unloading of materials and are limited to 15 minutes 24 hours per day, unless otherwise posted. Four-way flashers must be left on to indicate loading. Notes left on vehicles will not be accepted. Vehicles cannot be parked in load zones overnight or on weekends. <http://www.park.UConn.edu/Parking2.html>

## **5.7 Insurance Requirements:**

**5.7.1 Insurance:** The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

(a) Commercial General Liability

1. Each Occurrence	\$1,000,000
2. Personal and Advertising Injury	\$1,000,000
3. General Aggregate	\$2,000,000
4. Fire Legal Liability	\$ 100,000

The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this award.

(b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned, or Hired Automobiles with a combined single limit of not less than \$1,000,000 per occurrence.

(c) Workers' Compensation and Employer's Liability: As required under state law.

(d) Such other insurance in such amounts which from time to time may reasonably be required by the mutual consent of the University and awarded vendor against other insurable hazards relating to performance.

**5.7.2** All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder's rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of the awarded vendor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut. Policies shall waive the right of recovery against the University and shall be primary.

5.7.3 As to insurance required by this agreement, a certified copy of each of the policy or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice hereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the submission. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time, any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

**5.8 RFP Evaluation:**

5.8.1 **RFP Evaluation Criteria:** The RFP award will be based upon a comprehensive review, analysis and negotiation of the submissions, which are most advantageous to the needs of the University of Connecticut. The award will be based on a points-earned matrix derived from technical evaluation as outlined below.

The award shall be made to the most responsive bidder as determined by the University. All Proposers submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

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

<b>Evaluation Criteria - Operations &amp; Maintenance</b>		<b>Weight</b>
<b>Qualifications of Technician(s)</b>		<b>30 points</b>
	Provide documentation of certifications that are held by the vendor and the technician(s); training classes technician(s) have attended.	
<b>Financial Considerations/Pricing</b>		<b>30 points</b>
	<p>All options must include emergency support 24x7x365.</p> <ul style="list-style-type: none"> <li>• Option 1: Full-time on site personnel. hours of coverage – 8 hours a day. 5 days a week, 52 weeks a year. Total of 40 hours per week 52 weeks per year. Hours of coverage – 8am to 5pm.</li> <li>• Option 2: Part-time on site personnel. Hours of coverage 20 hours per week during the hours of 8 am to 5 pm.</li> <li>• Option 3: Off-site technician option with remote monitoring. Technician(s) deployed to campuses on an as needed basis.</li> <li>• Option 4: Ad-Hoc project work – Include a fee schedule for off hours support of campus video systems on a non-emergency basis. Some work may require prevailing wage rates as described in Connecticut General Statute 31-53.</li> <li>• How well does the proposal meet all the requirements outlined in the RFP?</li> </ul>	

<b>Organizational Support</b>		<b>25 points</b>
	<ul style="list-style-type: none"> <li>• Detail what support mechanisms are in place to the University to support outages, including escalation procedures.</li> <li>• Detail what resources including tools and additional equipment are at the technician(s) disposal.</li> <li>• Provide examples of documentation of technician time sheets.</li> <li>• Provide examples of documentation for preventative maintenance schedules.</li> </ul>	
<b>References</b>		<b>15 points</b>
	<ul style="list-style-type: none"> <li>• References from other Universities or Institutions of Higher Learning currently using the bidders system maintenance and whose requirements are similar to the University of Connecticut's.</li> </ul>	

<b>Evaluation of Programming</b>		<b>Weight</b>
<b>Financial Considerations/Pricing</b>		<b>50 points</b>
	<ul style="list-style-type: none"> <li>• Required – current programming and cost breakdown of same</li> <li>• Enhancements</li> <li>• Discount pricing for semester/summer breaks</li> </ul>	
<b>Delivery Method</b>		<b>25 points</b>
	<ul style="list-style-type: none"> <li>• Reliability of programming. Bidder should specify the method for which programming will be delivered to the demarcation point. Points will be awarded based upon how well the bidder can describe how they transmit their programming and minimize downtime.</li> </ul>	
<b>Organizational Support</b>		<b>10 points</b>
	<ul style="list-style-type: none"> <li>• Detail what support mechanisms are in place to the University to support outages, including escalation procedures.</li> </ul>	
<b>References</b>		<b>15 points</b>
	<ul style="list-style-type: none"> <li>• References from other Universities or Institutions of Higher Learning currently using the bidder's system maintenance and whose requirements are similar to the University of Connecticut's.</li> </ul>	

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

5.8.3 **Presentations:** The University reserves the right, but is not obligated, to request that each proposer provide a formal presentation of its submission at a date and time to be determined.

If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

- 5.8.4 **Review of References:** Each proposer is required to provide a customer list of five (5) institutions; it is desirable that three (3) be institutions of higher education, or comparable organizations of size and scope similar to the University of Connecticut, with which it has a contract to provide goods and services similar to those contained in the Scope of Services of this RFP and that the proposer has provided services to within the last three (3) years. Please include name, title, telephone number and **e-mail address** of a contact person at each institution. **Providing the e-mail address is a mandatory requirement, as references will be checked electronically via e-mail.** The University reserves the right, but is not obligated, to contact and review any program of any institution by any proposer as a reference.
- 5.8.5 The University will include in its evaluation: submissions, presentations (if requested), references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in any Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).
- 5.8.6 **Submission Data:** If necessary to evaluate submissions, Proposers may be requested to furnish information on the following items:
- 5.8.6.1 Financial resources.
  - 5.8.6.2 Personnel resources.
  - 5.8.6.3 Ability to meet schedules.
  - 5.8.6.4 Ability to meet specifications and quality requirements.

## 5.9 Requests for Clarification

- 5.9.1 **Requests for Clarification by Proposers:** Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made via e-mail to [lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu)

The University will provide a written response to all written requests for clarification within five (5) business days after the close of the inquiry period described in 4.4. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 4.4. The University's response to any request for clarification will be provided contemporaneously by the University to each party known to have received this RFP.

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

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

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

**5.10 Communications between the University and the Proponent:**

- 5.10.1 Informal Communications: From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all submissions, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:
- 5.10.2 Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.
- 5.10.3 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

**5.10.4 Formal Communications:**

From the date of receipt of this Request for Proposal by each proposer until all other proposers have been notified or when the University rejects all submissions, all communications between the University and the proposers will be formal, or as provided for in this Request for Qualifications.

Formal communications may include but not be limited to:

- A. Oral Presentations
- B. Pre-Award Negotiations

**ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 5.10 ABOVE, MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S SUBMISSION OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.**

**5.11 License:**

Any award 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.

**5.12 Advertising/Sponsorship Opportunities:**

In submitting their 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.

**5.12 Licensed Merchandise:**

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

**5.13 Intellectual Property**

- 5.13.1 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.

5.13.2 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 RFQ including its use by the owner, unless otherwise specifically stipulated.

5.13.3 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.

5.14 **Confidential Information:**

The University treats Submissions as confidential 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, the respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Submission. 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 submission.

5.15 **Ethical Considerations:**

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. 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 submission automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Proposers 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. **Proposer agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

5.16 **Mandatory Affidavits:**

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

The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of submission 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](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)

5.17 **Joint Ventures:**

Bids submitted by firms under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the RFP.

In an effort to foster a more diverse pool of experienced firms, the University encourages participation by Connecticut certified Small Business and Minority Business Enterprise (S/MBE).

#### 5.18 **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.

#### 5.19 **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.

#### 5.20 **Signature Authorization Documentation (Mandatory Submittal):**

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

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

#### 5.21 **State Elections Enforcement Commission (SEEC) Requirements**

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 submission 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 SEEC notice found in Part XIV of this RFQ solicitation.

## 5.22 **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](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.

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

5.24 **Termination for Cause**

The University may terminate any resulting 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 Contract 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.

5.25 **Termination for Convenience**

- (a) 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.
- (b) 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.

5.26 **Encryption of Data**

- a) All Contractor Parties, at their own expense, shall encrypt any and all electronically stored data related to this Contract now or hereafter in their possession or control and located on non-State of Connecticut owned or managed devices, which the State of Connecticut classifies as confidential or restricted.
- b) In the event of a breach of security or loss of State data, the Contractor shall notify the client agency that owns the data, the Connecticut Department of Information Technology and the Connecticut Office of the Attorney General as soon as practical, but no later than twenty-four (24) hours after the discovery of or suspicion that such data has been compromised through breach or loss.

5.27 **Whistleblower Protection**

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

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**PART VI  
PROPOSAL SPECIFICATIONS**

6.0 **Minimum Requirements** – To receive consideration, the successful proposer must be able to meet the following mandatory requirements. **Please provide a detailed point by point response to each requirement, Failure to comply with this requirement may be sufficient reason to disqualify a proposal for non-compliance.**

6.1 **Requirements and Responsibilities:** Bidders must address the following requirements in their proposal, detailing how their service meets or exceeds each feature. Each section will be evaluated independently and the University may award the contract as such. In the event a single vendor cannot provide all required programming and content, University may also award contracts to multiple vendors.

Your proposal must include copies of any agreement from your firm that will be incorporated into an award. Terms must be acceptable to University of Connecticut prior to award and will be incorporated into the University's standard agreement template.

6.2 **Programming Services (Acquisition of signal to Programing/Distribution Demarcation point)**

The University requires video programming to residence halls, academic buildings and administrative buildings. A map of the University campus(es) may be found at: <http://www.uconn.edu/campuses/pdf/wholemap.pdf>

The successful bidder(s) shall be responsible to provide all parts, materials, equipment, installation and necessary co-ordination to achieve the following functional requirements for the scope of work.

- 6.2.1 Providing all equipment, materials, and labor, whether mentioned here or not, to maintain a complete programming line-up to the campus. The provider shall furnish install, and pay for any parts and labor in order to provide and maintain the programming line-up to the campus to the point of demarcation. The University is not responsible for any costs to provide the basic system to the campus.
- 6.2.2 Head-end cabling shall be labeled on both ends with identical labels that are machine-printed, self-laminating, wrap-around style, as follows:
  - a.) Min 12", Max 24" from termination device
  - b.) Min 12 point font, Tahoma, Ariel or similar font
  - c.) Include the following information:
    - 1.) "From" Device (Rack/Equipment Port)
    - 2.) "To" Device (Rack, Equipment Port)
    - 3.) Cable Identifier
- 6.2.3 Maintenance of all equipment and related parts necessary for the delivery of programming supplied by the vendor in a workable condition for the duration of the contract and any subsequent extensions, including any equipment upgrades required due to changes in delivery of the programs, at no cost to the University.
- 6.2.4 Updating all equipment and wiring to meet current technology standards to the demarcation point.
- 6.2.5 Guaranteeing a quality, uninterrupted signal to the demarcation point on campus. Usage must be measured per unit and not per drop. Classrooms are considered administrative areas and service must be provided free of charge.

- 6.2.6 Providing, installing and managing equipment and/or devices to allow remote monitoring of the signal quality and performance of the programming provided and making necessary adjustments.
- 6.2.7 The current functionality of the University’s Emergency Notification System (EAS Trilithic) must be maintained for all existing, new or additional programming channels.
- 6.2.8 The University requires the ability to add, delete, or change programming channels with a (30) day notice. It is required that the provider be able to provide the University’s channel listing on a channel listing service (e.g. TV Guide Channel) or website ([www.tvguide.com](http://www.tvguide.com) or UConn-specific site).
- 6.2.9 Basic service and any requested additional programming shall be provided to all connections on a 12 month basis. A basic channel offering must be provided to all connections at all times. All service must be in compliance with FCC, state, and local regulations. A 30-day notice is required to add or drop channels.
- 6.2.10 Vendor must comply with the title 47 of FCC regulations and all regulations including part 76 and sub part K which relates to technical specifications for testing and measurement.

6.3 Table Channel Line-Up

<b>Channel Number</b>	<b>Channel Description</b>	<b>Source</b>	<b>Channel Number</b>	<b>Channel Description</b>	<b>Source</b>
2	TV Guide Channel	LB	50	ESPN-U	LB
3	WFSB Channel 3 CBS Hartford	LB	51	Soapnet	LB
4	WVIT Channel 30 NBC New Britain	LB	52	The Golf Channel	LB
5	WCVB Channel 5 ABC Boston	LB	53	Spike	LB
6	WTXX Channel 20 UPN Waterbury	LB	54	E!	LB
7	WBZ Channel 4 CBS Boston	LB	55	National Geographic	LB
8	WTNH Channel 8 ABC New Haven	LB	56	TV Land	LB
9	WTIC Channel 61 FOX Hartford	LB	57	VH-1	LB
10	WEDH Channel 24 PBS Hartford	LB	58	MTV	LB
11	WGBH Channel 2 PBS Boston	LB	59	MTV2	LB
12	WHPX Channel 26 PAX New London	LB	60	Bravo	LB
13	WBNE Channel 59 WB New Haven	LB	61	The Food Network	LB
14	UCTV University Student Station	LB	62	Fitness TV (FITTV)	SAT
15	CTN Public Affairs	LB	63	Oxygen Network	SAT
16	YES - Yankees Entertainment Network	LB	64	WCTV - MyTV9	SAT
17	C-Span	LB	65	G4 Tech	SAT
18	C-Span 2	LB	66	Open	
19	HGTV	LB	67	Current TV Channel	SAT
20	TBS Superstation	LB	68	Link TV	SAT
21	SyFy Channel	LB	69	BBC America	SAT
22	Comedy Central	LB	70	TruTV	LB
23	AMC - American Movie Classics	LB	71	Academic TV	LB
24	TWC - The Weather Channel	LB	72	Academic TV	LB
25	Nickelodeon	LB	73	Academic TV	LB

26	TNT - Turner Network Television	LB	74	Deutsche Welle	Sat
27	Lifetime	LB	75	SNY New York	LB
28	Disney	LB	76	WUVN - Univision	LB
29	CNN	LB	77	FX	LB
30	CNN Headline News	LB	78	Fox Sports 1	LB
31	Fox News	LB	79	Galavision	LB
32	CNBC	LB	80	Style	SAT
33	MSNBC	LB	81.1	WFSB HD	LB
34	The History Channel	LB	81.2	WVIT HD	LB
35	TLC - The Learning Channel	LB	81.3	WCVB HD	LB
36	The Discovery Channel	LB	82.1	WTXX HD	LB
37	A&E Arts and Entertainment	LB	82.2	WBZ HD	LB
38	Animal Planet	LB	82.3	WTNH HD	LB
39	NBC Sports Network	LB	83.1	WTIC HD	LB
40	NESN	LB	83.2	WEDH HD	LB
41	FSNE - Fox Sports Network	LB	83.3	WGBH HD	LB
42	ESPN	LB	84.1	WHPX HD	LB
43	ESPN-2	LB	84.2	NESN HD	LB
44	USA Network	LB	85.1	WCTX HD	LB
45	BET- Black Entertainment Channel	LB	85.2	WUVN HD	LB
46	ABC Family Channel	LB	86.1	YES HD	LB
47	TCM - Turner Classic Movies	LB	95	CBS Sports Netwrk	LB
48	Cartoon Network	LB	96	MTVU	LB
49	The Travel Channel	LB			

**Legend for Source: LB=Land Base from current cable provider, SAT = Satellite Dish programming from current non cable provider.**

#### 6.4 University TV Channels

The University requires at least ten (10) channels dedicated to University programming. The channels must have the ability to broadcast from an alternative source ie. Inject a broadcast messaging system, automated VHS/DVD playback, or live feed.

#### 6.5 International Channels

International programming is important to the University's television offering as the programming is frequently used for academic purposes. International channels must be available, at a minimum, in all academic buildings and residence halls. See channel lineup listed in 6.3 for current International programming.

6.6 In addition to the basic and international programming, the University desires the ability to subscribe to additional programming and services, including but not limited to:

- Premium channels (HBO, Showtime, or Cinemax)
- HD channels (high definition)
- Stereo music channels.
- PPV (Pay-Per-View) events
- DVR recording capabilities

- Sports Packages (ESPN, ESPN2, ESPNU, ESPN classic, etc.)
- Mega March Madness
- MLB Extra Innings
- NFL Sunday Ticket
- Internet access of programming services

Additional Programming and services should be provided on a subscription basis. The University may wish to add such additional programming to specific buildings and/or public viewing spaces. For example, premium or HD channels may be desired in all residence hall lounges or all academic buildings.

#### 6.7 Inspection of Work

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

#### 6.8 Maintenance and Operations (from Programming-Distribution Demarcation point to jack)

University expects that all programming and services are delivered to the campus with the highest available quality and with uninterrupted service. All service and preventative maintenance activities that require disconnecting or taking out of service any programming shall be performed within a planned window of time established by the University. The following are University's expectations regarding service and maintenance to the campus television services for major outages or minor outages (e.g. individual connections):

- 6.8.1 The provider **must** monitor the signal quality **and technical integrity of the head end** and be able to correct the issue without any notification from the University **at all times**.
- 6.8.2 After hours response time to system-wide University problems and repairs shall be no more than four (4) hours between incidence and resolution. All major outages and resolution timelines must be communicated by the provider to a designated University representative within this four (4) hour period. Technical service must be available 8 hrs/day, 52 weeks/year
- 6.8.3 Response time for trouble tickets and repairs shall be no more than twenty-four (24) hours. All resolution and work must be in compliance with FCC, state, and local regulations.
- 6.8.4 The provider shall provide parts and labor in order to maintain the entire system without additional cost to University. Additional parts include, but are not limited to, end user support, taps, distribution, splitters, equipment, line extenders, and amplifiers.
- 6.8.5 Provider cannot assign the resolution of the problem to another provider without prior notification and approval by the University.
- 6.8.6 The provider is responsible to update and maintain all technical documentation describing the operation and delivery of HUSKYvision on the campus including schematic drawings and performance test results. The provider is responsible for reviewing, updating all documentation, and maintaining the documents in electronic form on the University premises. Cataloging technical documentation off- site, or in technician vehicles or personal libraries is not acceptable. The University will provide technical drawing services in the form of Auto-Cad or other programs. Leakage testing must be performed four (4) times per year and the results provided to the University.

- 6.8.7 All technician(s) must be an employee of your company. All technician(s) must be equipped with the proper tools to support the maintenance of the system and to perform troubleshooting of problems. Subcontracting of work is not permitted without written permission of the University.
- 6.8.7.1 Ad-Hoc Services: An additional technician will be provided for ad-hoc services. The contracted technician will not be used for ad-hoc jobs.
- 6.8.8 The University reserves the right to run background checks on the vendor's employee(s) deployed on the University campus.
- 6.8.9 Contractor must have prior experience working on a university or college campus
- 6.8.10 Training - the following training is required:
- 6.8.10.1 OSHA 10/30
- 6.8.10.2 Confined space training
- 6.8.10.3 Completion of Corning's TS CATV 500 training course or equivalent fiber optic cable installation and maintenance in a Cable TV (CATV) environment. Cable placement, fusion and mechanical splicing, cable termination (pigtail splicing), and acceptance testing.
- 6.8.10.4 Technicians should also have training in maintenance and emergency restoration procedures. They should also have training in the use of equipment, hardware, and procedures pertaining to outside cable and head-end/hub applications.
- 6.8.10.5 Inspection of work – after the completion of all work, the workmanship will be reviewed and approved by a University representative. All work rejected as unsatisfactory shall be corrected at vendors expense. All corrected work will be re-inspected prior to the acceptance of the work and no payment will be made prior to final approval.

6.9 The bidder **must** include as part of their response the following information and documentation:\

- 6.9.1 An organization chart that clearly shows the account representative to UConn and the structure supporting that individual and the University.
- 6.9.2 A list of at least five (5) similar projects or customers in which your firm provides the equivalent services as described in this RFP. Provide a description of each project or customer including the following information:
- Date(s) and duration of relationship
  - Nature of involvement (programming, maintenance)
- 6.9.3 Schedule of work including work breakdowns and milestones of delivery and completion and showing responsibilities of successful bidder and UConn.
- 6.9.4 Is your company currently for sale or involved in any transaction to expend or become acquired by another business entity? If yes, please explain the future impact to the organizational and operational structure of your existing company.
- 6.9.5 Please provide any details of past or impending litigation or claims filed against your company that would negatively impact your company's performance under an agreement with UConn.
- 6.9.6 Is your company currently in default of any loan or financing agreement with any bank, financial institution, or other entity? If so, please specify the dates, details, circumstances, and prospects for resolution.

## 6.10 **Licensing and Certifications:**

- 6.10.1 The vendor must have a State of Connecticut L5 or T1 license and the technician(s) a State of Connecticut L6 or T2 license and a valid driver's license.
- 6.10.2 All work performed at the University of Connecticut must meet or exceed requirements as established in the University Design Guide and Standards (DG&S), University Policies, and the following standards and codes: It is the responsibility of all technicians to know and comply with the most current revisions of all codes, standards and practices set forth by the following agencies. Contractors shall adhere to the BICSI interpretation of all standards, including but limited to the following:

- 5.3.7.2.1 BICSI – Business Industry Consulting Services International
- 5.3.7.2.2 NEC – National Electrical Code
- 5.3.7.2.3 NFPA – National Fire Protection Association
- 5.3.7.2.4 OSHA – Occupational Safety and Health Administration
- 5.3.7.2.5 State of Connecticut and Local Building Codes
- 5.3.7.2.6 ADA – Americans with Disabilities Act
- 5.3.7.2.7 UConn's Environmental Health and Safety Occupational current guidelines found at <http://www.ehs.uconn.edu/occupational/>. Including but not limited to Confined Space Entry, Asbestos and Lead Awareness, Personal Protective Equipment (PPE) etc.

## 6.11 **Infrastructure & Signal Delivery:**

- 6.11.1 Please describe the implementation plan and approach for providing all services by February 15, 2014. The plan should specify any required equipment or wiring required to integrate the current UConn setup, any lead times for obtaining the necessary equipment, the installation procedures to be followed, and how installation will be coordinated to ensure a smooth transition. The plan should also include a complete timeline, including all milestone activities, dates, and resources required from UConn.
- 6.11.2 Vendor must be an authorized installer of all equipment, parts, and products required to deliver the signal to the UConn campus.
- 6.11.3 Describe any warranty terms and conditions that may apply to any equipment associated with this implementation.
- 6.11.4 Provide any information on new technologies or future technologies involving the transport of your cable signal. In your response, please indicate how these changes may affect the infrastructure and signal delivery at UConn. If there are any anticipated future costs to the University related to these modifications, please explain.
- 6.11.5 The chosen supplier will supply IPTV as soon as this technology becomes available.

## **PART VII REQUIREMENTS**

### **7.0 Information Provided by the University:**

The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein.

The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract.

Subject to these limitations, this Request for Proposals contains information describing University communities, operations and planned programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 4 of this document.

### **7.1 Responsibility of those performing the work**

The Proposer shall be responsible for the acts and omissions of all the Proposer's employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under a contract with the **Proposer**.

The Proposer shall at all times enforce strict discipline and good order among the Proposer's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

The Proposer, when so determined by the University shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

The proposer and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason. Some projects may require additional confidentiality documentation or agreements, which will vary according to the University's needs, legal requirements and scope of work. A sample confidentiality agreement is included in Part XV merely for illustrative purposes, and should not be considered the standard confidentiality agreement due to the specific needs of the engagement.

### **7.2 Purchase Orders and Subcontractors**

Purchase Orders and payments will only be issued to the **Proposer**. It is the **Proposer's** responsibility to issue Purchase Orders, schedule services and pay all subcontractors and partners directly.

### **7.3 Payment Terms**

The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless otherwise stated on the Form of Proposal. Cash discounts may be offered, by the Proposer, for prompt payment of invoices and will be taken into consideration in determining the low Proposer and in the awarding of tie bids.

### **7.4 Support Plan:** We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the support and maintenance of the video system that the vendor is proposing. This will be in the form of supporting the video head-end, satellite dishes and cable plant at the University's main campus and Depot Campus in Storrs, CT if necessary or any other proposed equipment. The awarded

contractor is responsible for quarterly surveys identifying signal leakage, system engineering and design, installation of new cable jacks and day to day basic troubleshooting and operation of the system. Some of the work performed under this contract may require prevailing wage rates. The video programming services, on-site and off-site technical and administrative support, technology driven price adjustments and training opportunities for staff should be included if provided. Maintenance and upgrades for the life of the contract must be included as part of base proposal.

#### 7.4.1 Site inspection

An on-site visit to the University's campus is mandatory prior to the submission of the proposal. The visit will allow the provider to review the current infrastructure and ask any additional questions. The visits will occur during a week to be determined and will be coordinated through the University. Additional wiring diagrams will also be provided at the scheduled walk-through.

Any questions related to the conduit plan (e.g. where conduit is, what can be used, what is in the conduit) will be answered by an appropriate UITS representative.

All work performed at the University of Connecticut must meet or exceed requirements as established in the University Design Guide and Standards (DG&S), University Policies, and the following standards and codes: It is the responsibility of all technicians to know and comply with the most current revisions of all codes, standards and practices set forth by the following agencies. Contractors shall adhere to the BICSI interpretation of all standards, including but not limited to the following:

- BICSI-Business Industry Consulting Services International
- NEC – National electrical Code
- NFPA – National Fire Protection Association
- OSHA – Occupational Safety and Health Administration
- State of Connecticut and Local Building Codes
- ADA – Americans with Disabilities Act
- UConn's Environmental Health and Safety Occupational current guidelines found at <http://www.ehs.uconn.edu/Occupational/>

**PART VIII  
REFERENCES**

Submissions should include five institutions, of similar or the same size, where your organization is currently providing goods and services similar to those you're proposing for the University of Connecticut. Please include name, title, telephone number **and e-mail address** of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.**

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

**PART IX**  
**ATTENTION BIDDERS**

The attached RFQ solicitation package includes forms which must be signed for your offer to be considered.

<u>FORM NAME</u>	<u>WHERE TO SIGN</u>
1. Form of Submission	Bottom of Document
2. Notification to Bidders	Bottom of Document
3. Affidavits and Certifications	Bottom of Document (and must be notarized)

Before sending your submission, please be sure all are signed.

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NOTICE TO PROSPECTIVE BIDDERS

The University Purchasing Department will appreciate your assistance in making a careful study of this document and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State. Suggestions or comments will be considered up to ten (10) days prior to the date of RFQ opening indicated in the RFQ package. In replying you must refer to the RFQ number. If no suggestions or comments are offered, the signing of the RFQ documents shall indicate your approval of these forms in their present content.

**PART X  
FORM OF PROPOSAL**

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

January 22, 2014

1. The undersigned bidder, in response to our Request for Proposal for Services, having examined the RFP 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 submission 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 submissions, 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 120 days after the public RFP opening.
5. Bidder hereby certifies: (a) that this submission 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 submission 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.
7. Payment terms: \_\_\_\_\_

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

Duly Authorized \_\_\_\_\_

Title: \_\_\_\_\_

PHONE #: \_\_\_\_\_ FAX #: \_\_\_\_\_

F.E.I.N. #: \_\_\_\_\_ Email: \_\_\_\_\_

**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.

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**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 A 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.

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

<p><b>MANAGEMENT:</b> 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><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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><b>COMPUTER SPECIALISTS:</b> 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><b>ARCHITECTURE AND ENGINEERING:</b> 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><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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><b>CONSTRUCTION AND EXTRACTION:</b> 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><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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><b>MATERIAL MOVING WORKERS:</b> The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

### PART I - Bidder Information

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

### 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__
--

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**

**Vendor's Qualification Statement**

**LP090613**

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

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

Name \_\_\_\_\_.

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

Years? \_\_\_\_\_.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Commodity/Service \_\_\_\_\_

Years? \_\_\_\_\_

5. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship

\_\_\_\_\_ Joint Venture \_\_\_\_\_ Other

\_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

6. **Provide names** all supervisory personnel, such as principals and supervisors, who will be **directly** involved with the University on any project related to this RFQ. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

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

7. Sales Representative:

Name \_\_\_\_\_

Addresses \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

Years of experience \_\_\_\_\_

8. Customer Representative:

Name \_\_\_\_\_

Addresses \_\_\_\_\_  
\_\_\_\_\_

Telephone Number \_\_\_\_\_

9. Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings (Attach additional sheet if necessary):

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

---

11. Within the past five years has your firm, or any part of your firm; any owner, or partial owner of your firm; or any person in any way associated with or employed by your firm, ever been barred, suspended, disqualified or otherwise precluded from bidding on contracts by any municipality or any agency of the State of Connecticut, other states, or the Federal Government? If so, include an explanation of any previous debarment and copies of any notice of reinstatement.

12. State whether, within the last five years, you have been defaulted, terminated, or have had any liquidated damages or other contractual penalties for failure to timely or properly perform a contract assessed against you and indicate the current status of any litigation involving those transactions.  
Have you ever terminated work on a project prior to its completion for any reason?

13. State whether, within the last five years, you have been declared to be a non-responsible bidder on any government project, and identify the project and date of the findings.

14. Indicate either yes or no to the following questions. You may attach a separate sheet to explain any “yes” answers. For any “yes” answer in response to the following question, please identify the offense, along with the location of the court or tribunal administering the matter, and the docket or proceeding number of the matter.

Has your firm, or any part of your firm, any owner, or partial owner of your firm, or any person in any way associated with or employed by your firm ever:

A. Had a conviction or entry of a plea of guilty or nolo contendere for commission of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract, or in the performance of such contract or subcontract:

yes      no

B. Had a conviction or entry of a plea of guilty or nolo contendere under state or federal law for embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property or any other offense indicating a lack of business integrity or business honesty which affects responsibility as a state contractor:

yes      no

- C. Had a conviction or entry of a plea of guilty or nolo contendere under state or federal antitrust, collusion or conspiracy statutes arising out of the submission of bids or proposals:
- yes    no
- D. Been cited for noncompliance with contract provisions on a public project, of a character regarded by the awarding authority to be of such gravity as to indicate a lack of responsibility to perform as a state contractor, including deliberate failure, without good cause, to perform in accordance with specifications or time limit provided in a contract:
- yes    no
- E. Within the previous five years compiled a record of failure to perform or of unsatisfactory performance in accordance with the terms of one or more contracts, unless such failure to perform or performance was caused by acts beyond the control of the contractor or supplier:
- yes    no
- F. On a public project or contract, been cited for any other cause the awarding authority determined to be so serious or compelling as to affect responsibility as a state vendor, including disqualification by another governmental entity, having caused financial loss to the state or having caused a serious delay or inability of state officials to carry out their duties on a past contract or contracts:
- yes    no
- G. Where applicable, list all litigation or arbitration proceedings including out-of-court settlements initiated by or against you within the past 5 years including all pending cases. List the name of the project and the court or arbitration docket number and location. Briefly describe the circumstances and disposition of each case. Use a separate sheet if necessary.
- H. List any OSHA citations within the past five years under present business name or any past business name. Have you been cited for three or more willful or serious violations of an OSHA, or of any standard, order or regulation promulgated pursuant to such Act which violations were cited in accordance with the provisions of any State Occupational Safety and Health act or the Occupation Safety Health Act of 1970 and which were not abated within the time fixed by the citation; and which citation has not been set aside following appeal to the appropriate agency or court having jurisdiction. Additionally, list any criminal convictions related to the injury or death of any employee.
- I. Have you appeared on any list published by the Connecticut State Labor Commission of persons or firms have been found by the National Labor Relations Board and by a final decision rendered by a Federal court to have been in violation of the National Labor Relations Act, 29 USC 151 et. seq., or to have found in contempt of court by a final decision of a Federal Court for failure to correct a violation of the National Labor Relations Act on three or more occasions involving different violations:
- yes    no

If yes, state the date of publication of such list by the State of Connecticut State Labor Commission.

J. State whether you have ever been cited or penalized by any government agency for failure to comply affirmative action, non-discrimination, or other human rights requirements applicable to any work performed by you. If so, provide the date(s), details, disposition and docket number(s) for each such instance.

Are there any criminal charges, indictments or civil enforcement actions currently pending against you or your principals involving any of the offenses or violations referred to in the above? If so, identify the offenses(s), court docket number, and status of proceeding(s).

K. List all bid protests you have engaged in over the past five years and the results of each instance by date, owner, project and court or administrative docket number and location, as applicable.

15. Has your firm or any part of your firm, affiliate, subsidiary, parent or predecessor, any owner, partial owner or principal of your firm, or any officer or managerial or supervisory employees of your firm ever been involved in any bankruptcy proceedings?

Chapter 11      yes    no

Chapter 7      yes    no

Provide the court location, caption and docket number of any such bankruptcy proceedings as well as a statement explaining the circumstances resulting in the filing. Please note that the institution of bankruptcy proceedings, in and of itself, shall not be considered as grounds for a failure to qualify.

16. Disclose and identify any relationship and/or potential conflicts of interest which the Applicant may have with Purchasing or any other University organization or departments, for the purpose of determining whether a conflict of interest exists.

\_\_\_\_\_ Applicant has no conflict of interest

\_\_\_\_\_ Applicant has a potential conflict of interest and herewith has attached a full disclosure of said potential conflict of interest.

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

1. \_\_\_\_\_ Attached      2. \_\_\_\_\_ N/A

Dated \_\_\_\_\_

Name of Organization: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Toll Free Telephone \_\_\_\_\_

Email Address \_\_\_\_\_

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**PART XIII**

**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**  
**NONDISCRIMINATION CERTIFICATION – Affidavit**  
**By Entity**  
**For Contracts Valued at \$50,000 or More**

*Documentation in the form of an affidavit signed under penalty of false statement by a chief executive officer, president, chairperson, member, or other corporate officer duly authorized to adopt corporate, company, or partnership policy that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended*

**INSTRUCTIONS:**

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

**AFFIDAVIT:**

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

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

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

I certify that I am authorized to execute and deliver this affidavit on behalf of

\_\_\_\_\_ and that \_\_\_\_\_  
 Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

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

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

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

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

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



**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>Description</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>

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

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



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

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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.

# 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"*

**Penny Guerin/860 486-2621**  
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 60 (sixty) 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](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](http://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.

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**CERTIFIED RESOLUTION**

I, (*name of Secretary*), Secretary of (*name of corporation*), a corporation organized and existing under the laws of the State of \_\_\_\_\_ (the "Company"), do hereby certify that the following is a true and correct copy of a resolution duly adopted at a meeting of the Board of Directors of the Company duly held and convened on \_\_\_\_\_, 200\_\_, at which meeting a duly constituted quorum of the Board of Directors was present and acting throughout, and that such resolution has not been modified, rescinded or revoked, and is at present in full force and effect:

**RESOLVED:** That (*name of officer*), (*office held e.g. president, vice president. etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver contracts on behalf of the Company.

*[or if the signatory has received authorization specifically for the UConn contract, use the paragraph below and delete the paragraph above (including this internal note)]*

**RESOLVED:** That (*name of officer*), (*office held e.g. president, vice president. etc.*), of (*name of corporation*), is empowered and authorized to execute and deliver in the name and on behalf of this Company a certain contract with \_\_\_\_\_ the University of Connecticut for (*general description of services*) and to affix the corporate seal *[if applicable]*.

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature and the corporate seal of the Company this \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_.

*[or, if the corporation has no seal use the paragraph below and delete the paragraph above (including this internal note)]*

**IN WITNESS WHEREOF**, the undersigned has affixed his/her signature this \_\_\_\_\_ day of, 200\_\_. The Company has no corporate seal.

\_\_\_\_\_  
(Name), Secretary

(Corporate Seal or "L.S." )

\_\_\_\_\_

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**Agreed Specification of Services  
Regarding the Duty to Safeguard Private Information and Confidentiality  
(Confidentiality Agreement)**

These specifications serve to document agreed upon requirements regarding the duty to safeguard data that is or may become available to Contractor in the course of providing services to and/or on behalf of the University.

Contractor shall comply with the following requirements unless otherwise directed by law or judicial and/or administrative order or prohibited from complying by law or judicial and/or administrative order:

1. **STUDENT DATA.** In the course of performing work for or on behalf of the University, Contractor may have access to data associated with prospective and/or enrolled students. Such information may be subject to the Family Educational Rights and Privacy Act ("FERPA"), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated thereunder at 34 C.F.R. Part 99. Regardless of format or medium (e.g., electronic, paper, audio, video), such information is considered confidential and protected by FERPA. Such information shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under the terms of this Agreement.

Contractor shall implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of all University data received from, or on behalf of the University. These measures shall be extended by contract between Contractor to all subcontractors used by Contractor who may encounter University data.

In the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other federal or relevant state law or regulations, that Contractor will promptly inform the University of such request in writing. Contractor shall only retrieve such data or information upon receipt of, and in accordance with, written directions by the University. Contractor shall not provide direct access to such data or information or respond to individual requests. All requests and all data or information retrieved by Contractor in response to such requests shall be provided to the University. It shall be the University's sole responsibility to respond to requests for data or information received by Contractor regarding University data or information. Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall provide immediate notification to the University of its receipt of such court order or lawfully issued subpoena and shall promptly provide the University with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information.

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
  - a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by the Health Insurance Portability and Accountability Act ("HIPAA"), Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.
  - b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry

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out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.

- c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.
- d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.
3. **BREACH OF CONFIDENTIALITY.** The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University. In the event that a security breach for which Contractor is responsible exposes the University's confidential data or information to a third party, Contractor will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to the University. Contractor agrees that it shall bear all costs, including, but not limited to, providing notification and identity theft protection for a period of not less than than one (1) year, to those affected or potentially affected by any such breach.
4. **NOTIFICATION.** For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax and in writing:
- Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
  - Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527
5. **RETURN/DESTRUCTION OF DATA.** Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.
6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.
7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter "Personal Information"). Such Personal Information is Confidential Information of the University. It is the University's expectation that Contractor will assist the

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University in its identity theft prevention efforts under *the University's Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

- Assistant Director of Compliance/Privacy, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527

The provisions of this Confidentiality Agreement shall survive the expiration or earlier termination of the Agreement.

\_\_\_\_\_  
Contractor Name

University of Connecticut

\_\_\_\_\_  
Contractor Address

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

\_\_\_\_\_  
Date

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

\_\_\_\_\_  
Date