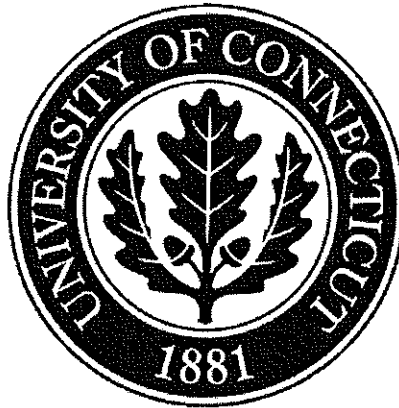




The University of Connecticut

REQUEST FOR PROPOSAL

#KJ082412

FEDERAL GOVERNMENTAL RELATIONS AND RELATED CONSULTING SERVICES

Date Issued: August 24, 2012

Pre-Proposal Conference: August 30, 2012 @ 10:00 AM (EDT)

Proposal Due Date: September 13, 2012 @ 2:00 PM (EDT)

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PART I OVERVIEW

UNIVERSITY OF CONNECTICUT FEDERAL GOVERNMENTAL RELATIONS AND RELATED CONSULTING SERVICES

Within the last decade, the University of Connecticut has become one of the top public research universities in the nation. With annual expenditures in excess of \$200 million, research is carried out both in the departments of the twelve Schools and Colleges and at more than 85 research centers and institutes across all University campuses.

To facilitate and continue its established standard of clinical, academic, and research excellence, the University has undergone several changes including beginning construction on a \$864M Bioscience CT initiative that will strengthen all three components of the UConn Health Center's Farmington's campus--education, research and clinical care, and a Technology Park on the main campus at Storrs. In addition, the University plans to hire 290 faculty members over the next four years to help satisfy its mission, and improve the overall quality of its operation going forward.

As UConn expands and improves, and the need for additional funding grows, the University seeks to increase federal funding by working with federal agencies and Congress to secure funding for operations and projects vital to the University's sustained growth. As such, the University requires additional expertise in federal and Congressional Governmental Relations and consulting services to fulfill its missions.

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified firms to provide the University with governmental affairs services with federal agencies, the federal administration, and the United States Congress. The successful firm may be requested to extend services to the University of Connecticut Health Center (UCHC), located in Farmington, Connecticut. While it is the University's intent to make a single award as a result of this RFP, the University reserves the right to make multiple awards if it is deemed to be in the best interests of the University.

The agreement will be for one (1) year with four (4) additional one (1) year options or parts thereof. The primary objectives will be to increase federal funding, broaden and strengthen relations with the federal government and the higher education community in Washington, DC. The University requires the selected firm to:

- Assist the University in securing and maintaining federal funding and grant opportunities for research, academic, and instructional activities.
- Evaluate current political trends and provide a dynamic strategy capable of adapting to the rapidly changing political environment surrounding federal appropriations processes.
- Provide information and analysis to the University's officers, administrators, and faculty about federal legislation, appropriations and regulations that will impact research, health care, student affairs and other activities that are critical to the University's mission.
- Assist the University in informing Congressional and federal officials about the University's research, clinical, and academic missions, community service, programs and its established reputation among the top public universities.

PART II DEFINITIONS

- 2.0 The term "**Addenda**" means written or graphic instructions issued by the University of Connecticut subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.
- 2.1 The term "**Competitive Negotiations**" means the method authorized in the Connecticut State Statutes, Sec. 10a – 151b
- 2.2 The terms "**Offer**" or "**Proposal**" means the Offeror(s) response to this Request for Proposal.
- 2.3 The terms "**Bidder**", "**Contractor**", "**Proposer**", "**Offeror**", "**Vendor**", or "**Respondent**" refer to a company responding to this Request for Proposal.
- 2.4 The term "**Procurement Services**" means the University of Connecticut, Procurement Services, 3 North Hillside Road, Unit 6076, Storrs, Connecticut 06269-6076.
- 2.5 The term "**Procurement Official**" means the University of Connecticut's appointed contracting representative.
- 2.6 The term "**Solicitation**" means Request for Proposal (RFP).
- 2.7 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.
- 2.8 The term "**Campus**" means University of Connecticut Storrs Campus and all UConn regional campuses, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, campus retail outlets and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut, or which may be acquired or constructed during the term of the anticipated Contract and which are operated by, or directly in conjunction with, the University. Expressly excluded from the definition of Campus is the University of Connecticut Health Center, located in Farmington, CT, which is under a separate agreement at the time of this document's issuance.
- 2.9 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 (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected vendor.

PART III BACKGROUND

3.0 Intent and Scope: The University seeks an agreement with a firm to enhance and broaden relations with the federal government and the higher education community in Washington, DC. Specifically, the University seeks federal funding opportunities in areas of vital importance to its research, clinical, and academic goals, in addition to broader goals of the State of Connecticut, and the nation. The successful firm is expected to provide governmental relations consulting services in congruence with the internal efforts of University administration. University officials will have shared responsibility for communicating with the members and staff of the Connecticut Congressional Delegation.

3.1 University Information: The University of Connecticut was established and exists as an institution for the education of residents of the State of Connecticut. The University of Connecticut, originally established in 1881, is one of the nation's nine colonial land grant colleges. Since it was established, the University has consistently expanded its academic program and physical plant to meet the higher educational needs of state residents. In April 1881, the Connecticut General Assembly established the Storrs Agricultural School after accepting a gift of 170 acres of land, several buildings, and money from Charles and Augustus Storrs. The Storrs Agricultural School opened on September 28, 1881, with twelve students in the first class. Before the turn of the century there were two name changes, to Storrs Agricultural College in 1893 and to Connecticut Agricultural College in 1899. In 1933, it became Connecticut State College, reflecting its steady advances and broadened mission. In 1939, the General Assembly designated it the University of Connecticut, reflecting its graduate and professional education, research and public service programs. In 1965, the University became the flagship institution of higher education in the state under the new Constitution of the State of Connecticut which in Article VIII, Section 2 provides that the state shall maintain a system of higher education including the University of Connecticut, dedicated to excellence in higher education.

As of Fall 2011, the University had over 200,000 alumni and 30,525 students (including the Health Center) studying in 14 colleges and schools offering seven undergraduate and 22 graduate and professional degree programs. In addition to the main campus in Storrs, there are five regional campuses (one of which also houses the graduate School of Social Work), a School of Law and a complex of health and educational facilities (sometimes referred to herein as the "University of Connecticut Health Center" or "Health Center"). The Health Center consists of the School of Medicine, the School of Dental Medicine, medical and dental clinics and the John Dempsey Hospital. The Storrs, regional campuses and Health Center comprise 4,313 acres of land and are strategically located throughout the state.

Of the eight campuses, Storrs is the largest campus with 3,423 acres and 159 major buildings. Additionally, as of Fall 2009, there are 119 residential facilities, including the Hilltop Housing Complex, all on the Storrs campus, serviced by eight large dining halls designed to provide room and board for over 12,300 graduate and undergraduate students. There are five regional campuses strategically located throughout the state at Avery Point in Groton, Stamford, Torrington, Waterbury and West Hartford. In addition to the regional campuses, the University includes the University of Connecticut School of Law, located in West Hartford, and the Health Center, located in Farmington. Collectively these campuses are serving a student body of 30,525 in the 2011-2012 academic year. The University is involved in a construction program for UCONN 2000 costing in excess of \$2.3 billion.

3.2 UConn Health Center: The UConn Health Center, located in Farmington, Connecticut, is home to the School of Medicine, School of Dental Medicine, John Dempsey Hospital, UConn Medical Group, UConn Health Partners, University Dentists and a thriving research enterprise, which now includes the new Cell and Genome Sciences Building. It is closely linked with the University of Connecticut's main campus in Storrs through multiple, cross-campus academic and administrative projects.

- 3.3 **UConn Technology Park:** Within the next five years, the University plans to construct a roughly 300 acre technology park located near North Campus on the main campus at Storrs. The park will include several large structures containing laboratories along with highly specialized equipment used for collaborative research and academic purposes. In partnership with the University's Office of Technology Commercialization, the Tech Park will promote economic growth through the provision of a state of the art research facility space combined with the expertise of UConn's renowned research faculty and students.
- 3.4 **Bioscience Connecticut:** Championed by Governor Dannel P. Malloy and approved by the Connecticut General Assembly in 2011, Bioscience Ct is a multifaceted plan that will help to reinvent the state's economy, drawing upon research resources from the University of Connecticut, UConn Health Center, Yale University and points in between. Bioscience Connecticut is designed to create thousands of construction and related jobs in the short term and generate long term, sustainable economic growth based on bioscience research, innovation, entrepreneurship and commercialization. The overarching goals of Bioscience Connecticut are to put Connecticut at the forefront of the bioscience industry; improve access to state-of-the-art care today; and to help meet the health care needs of Connecticut's future.
- 3.5 **The Jackson Laboratory for Genomic Medicine at the UConn Health Center Collaboration:** In the fall of 2011, just months after the Bioscience CT initiative passed, the Governor Dannel P. Malloy presented and the General Assembly approved a plan to locate the globally accomplished research organization to the Health Center Campus. At a time when other states and universities are retracting from investing this collaboration is another example of the exact opposite. With state investment in buildings and research, there will be an exciting and transformational collaboration that will include joint recruitment of faculty to both the UCHC and Jackson Labs focusing in the area of genomics and growing and promising field of personalized medicine.
- 3.6 **Representative Research Areas**
- 3.6.1 **Basic and Applied Research Initiative:** The University has developed competencies in the areas of fuel cells, energy, supercomputing, nanotechnology, marine sciences, biotechnology, pharmaceutical drug design, materials science, environmental sciences, agricultural biotechnology and stem cell biology.
- 3.6.2 **Biomedical Research:** The University has considerable research strength in many areas including cancer biology, genetics, microbial pathogenesis, immunology, neuroscience, vascular biology, skeletal biology, stem cell biology, and structural biology. In addition, a strong research base exists in the population sciences including public health, health outcomes, women's health, substance abuse, and behavioral health.
- 3.7 **Representative UCONN Research Centers and Institutes**
- 3.7.1 UConn has more than eighty-five active centers and institutes spanning the disciplinary spectrum from arts to engineering. Some of the key research centers include:
- 3.7.2 **Bioinformatics & Biocomputing Institute:** BIBCI at the University of Connecticut supports and maintains a core computing facility dedicated to bioinformatics, facilitates optimal use of information technology in biological sciences, and promotes advanced, multi-disciplinary research involving both biological sciences and computational sciences. The Institute also promotes research collaboration between the main Storrs campus and the UConn Health Center.

A principal goal of ABI centers on developing and maintaining computing facilities - including databases, computing and analysis software tools, communications and hardware - to support the ever-growing computational needs of the participating computational biological science groups. A strong core of engineering faculty members are allied with BIBCI.

- 3.7.3 Biotechnology/Bioservices Center:** The University of Connecticut Biotechnology Center was established by the State as a Center of Excellence in 1986 and in 2003 was reorganized as the Biotechnology/Bioservices Center (BBC). The BBC is a multidisciplinary center, with a mission to facilitate research productivity in the biological sciences and related disciplines. This mission is accomplished by providing specialized services and expertise through a number of core facilities. Facilities services are offered on a fee-for-service basis and provide equipment and technology otherwise prohibitively expensive for individual research laboratories. The dedicated specialized core facilities are supervised by faculty experts and operated by facility scientists who provide consultation and access to state-of-the-art equipment, reagents, and technologies. BBC facilities include: Analytical Ultracentrifugation, Animal Cell Culture, Bioinformatics, DNA Biotechnology, Fermentation and Bioprocessing, Flow Cytometry and Confocal Microscopy, Mass Spectroscopy, Nuclear Magnetic Resonance, Plant Biotechnology, Technical Services, and Transgenic Animal.
- 3.7.4 Booth Engineering Center for Advanced Technology: (BECAT)** In 2002 Booth Research Center (BRC) merged with Advanced Technology Institute (ATI) to become Booth Engineering Center for Advanced Technology (BECAT). The center was established in 1981 in response to the growing need for a centralized computing research and development facility within the School of Engineering. The research center provides the physical and intellectual environment necessary for the conduct of computer and communications oriented research in order to meet the Information Technology challenges of the future. BECAT provides expertise and services to such areas as high-performance computing and communications with applications to a wide variety of disciplines. The center provides opportunities for interdisciplinary research and educational programs among faculty and students, strengthens the capabilities of individuals and groups in the pursuit of government and industrial projects, and maintains an environment for research, development and continuing education that is responsive to the changing needs of society.
- 3.7.5 The Carole and Ray Neag Comprehensive Cancer Center:** This center is committed to providing expert care through a comprehensive range of state-of-the-art cancer services in a multidisciplinary team approach setting. It has dedicated experienced providers who are experts in the fields of medical and surgical oncology, gynecologic oncology, hematology and radiation oncology as well as breast health, endocrine neoplasia, and hemophilia, reconstructive surgery, integrative and complementary medicine. Special areas of expertise also include the treatment of breast, gastrointestinal, and head and neck cancers. Specialists in melanoma work closely with the nationally recognized leaders from UConn's dermatology program. Experts in geriatric oncology address the special needs of this population. Research is the cornerstone of all activity at the Carole and Ray Neag Comprehensive Cancer Center. Our basic scientists, clinical researchers, epidemiologists and cancer specialists are working to discover innovative new ways to prevent, diagnose and treat cancer.
- 3.7.6 The Center for Clean Energy Engineering (C2E2):** C2E2 operates as a multidisciplinary research, education and outreach center focusing on sustainable energy engineering. Formerly known as the Connecticut Global Fuel Cell Center, C2E2 serves as a nexus for activities involving fundamental and applied research in clean and efficient energy systems (from energy conversion to fuels to power management) as well as training of 21st century scientists and

engineers. With its expanded mission, C2E2 is in a leadership position to address and meet the emerging "Energy and Climate" challenges at the national and global levels.

Our efforts are geared toward catalyzing the transformation of science-to-systems for a global "Sustainable Energy Economy" through academic research and industrial development of cost-effective solutions to current and emerging technologies.

Advanced energy conversion technologies, fuels and fuel processing, energy storage, power management and smart grid and conservation of natural resources with a focus on water are all part of our larger research and educational portfolio. Read more about our research [here](#).

The C2E2 mission is strengthened and expanded by the Eminent Faculty Initiative in Sustainable Energy, a unique effort funded jointly by the State of Connecticut and leading energy companies, which has enabled us to expand our faculty resources into smart grid technologies, photovoltaic solar energy, chemical computational modeling, advanced combustion technologies and the like

- 3.7.7 Center for Environmental Sciences and Engineering:** The Center is a catalyst for advancing basic and applied environmental sciences and engineering at the regional, national and international levels. As a center of excellence, CESE is the focal point for multidisciplinary and synthetic research in environmental sciences and engineering at the University. Its primary mission is to advance interdisciplinary research, education and outreach in environmental science, engineering, policy, and sustainability. CESE includes affiliated faculty in three Colleges, and provides support for post-doctoral fellows and graduate students. The infrastructure at CESE is multifaceted, including a Business Office, Analytical Laboratories, and a staff of research scientists, managers, and technicians. The Analytical Laboratories hold certifications from Connecticut, New York, and the National Environmental Laboratory Accreditation Conference (NELAC). The Laboratories maintain state-of-the-art instrumentation that provides a wide range of analytical capabilities (nutrients, metals, and VOCs) for samples from water, tissue, soil, and air, and conduct field sampling for environmental projects.
- 3.7.8 Center for Health/HIV Intervention and Prevention:** The Center for Health/HIV Intervention and Prevention (CHIP) is a multidisciplinary research center dedicated to the study of the dynamics of health risk behavior and processes of health behavioral change in individuals and targeted at-risk populations. Since its founding, CHIP researchers have launched major new health behavior change initiatives at the University of Connecticut, including new work in the areas of HIV prevention, medical adherence, diabetes management, cancer prevention, nutrition, pharmacology, substance abuse, health information technology, and other health domains. In the past year CHIP's work has become increasingly international in scope. CHIP investigators now have projects planned, or underway, in China, Ethiopia, India, Malaysia, Mozambique, New Zealand, Russia, South Africa, Thailand, Uganda, Ukraine and Vietnam.. CHIP serves as nexus for investigators at the University of Connecticut and other institutions as a means to stimulate collaborative partnerships for the development of major research initiatives in health behavior change. CHIP has created a multidisciplinary network of more than 125 affiliate investigators at the University of Connecticut and beyond with expertise in health behavior change and intervention. CHIP's network of affiliates spans several University of Connecticut campuses, representing nearly all Schools and Colleges within the UConn system, and also draws from more than 30 other research institutions. The network enables CHIP to assemble teams of investigators able to respond within short time frames to large-scale research funding opportunities as they arise. CHIP is headed by Professor Jeffrey D. Fisher, Ph.D. of the Department of Psychology, Social Psychology Division, at the University of Connecticut in Storrs, Connecticut.

3.7.9 Center for Public Health and Health Policy: The Center for Public Health and Health Policy (CPHHP) is a programmatic, research, and policy center. It is organized as a cross-campus, interdepartmental center reporting equally to the Provost through the Vice-Provost for Research and Graduate Education and to the Vice President for Health Affairs. CPHHP serves to coordinate public health-related activities within the University, and merges public health-related fiscal outlays across the University. CPHHP partners with the School of Business on health policy projects and initiatives. The Schools of Medicine, Dental Medicine, Nursing, and Pharmacy; the College of Agriculture and Natural Resources; and the Neag School of Education partner with CPHHP on several service-learning experiential enrichment programs for graduate students, undergraduates, along with the Youth Health Service Corps for high school students through CT AHEC and Husky Programs. University-community partnerships have been nurtured and developed for many years, and service-learning programs are offered at a variety of community sites throughout Connecticut. CPHHP houses a growing public health infrastructure. In collaboration with various state, local, and university entities, CPHHP is working to develop and implement the Connecticut Health Information Network (CHIN), and the Urban Health Partnership for the Connecticut Institute for Clinical and Translational Science (CICATS), as well as provide expertise to the Connecticut General Assembly and state government about health policy and health insurance mandates. We also work to enhance research on health promotion, disease prevention, and population health in the workplace, community, and corrections facilities. A Coordinating Committee, representing public health strengths from across the university, provides oversight for all CPHHP programs. This committee provides counsel to the Center leadership and guides the development of resources to support the campus-wide doctoral programs and to respond to state and regional needs for resources. Faculty and staff from across the university provide support on specific aspects of Center work—including education, urban health, research, and policy.

3.7.10 Center for Regenerative Medicine and Skeletal Development: The Center for Regenerative Medicine and Skeletal Development is an interdisciplinary group of basic scientists engaged in advancing understanding of the biology of bone, cartilage and skin, and exploring the potential for regeneration of these tissues lost in humans in response to trauma, disease and aging. The center was formed with an NIH infrastructure award to the UConn School of Dental Medicine, in alignment with the university's strategic plan to build on existing extraordinary strengths in the area of musculoskeletal biology. Areas of research within the center encompass biomaterials; bone, cartilage and skin differentiation; craniofacial and tooth development; limb development and regeneration; and the use of stem cells for skeletal tissue regeneration and repair.

The center offers research education and training opportunities for postdoctoral fellows, graduate students, and Ph.D./D.M.D./M.D. degree students, in part through an NIH/NIDCR funded training grant. It is also the administrative home of the skeletal, craniofacial and oral biology graduate area of concentration.

In addition to directing independent research programs, integrated research efforts among Center faculty have led major endeavors including State of Connecticut stem cell group and limb development program projects. The center is committed to multidisciplinary research collaborations within and outside the University of Connecticut Health Center and is particularly aligned with the New England Musculoskeletal Institute and the Health Center's Stem Cell Institute.

The center consists of approximately 60 individuals including the director, faculty, fellows, graduate students and staff, and generates extramural funding currently exceeding \$7 million. The 13 independent investigator laboratories of the center occupy adjacent space on two research floors, and include dedicated space for fluorescent microscopic imaging, cryohistology,

radioactivity, and characterization and evaluation of biomaterials; as well as administrative staff and videoconference meeting rooms.

- 3.7.11 The Center for Resilient Transportation Infrastructure (CRTI)** was founded at the University of Connecticut in August 2008 as part of the Department of Homeland Security National Transportation Security Center of Excellence (NTSCOE). The mission of the NTSCOE is to develop new technologies to protect the nation's multi-modal transportation infrastructure and to develop education and training programs for transportation security geared towards transportation employees and professionals.

The goal of CRTI is to develop novel technologies to enable the next generation of sustainable and resilient transportation infrastructure. CRTI conducts basic and applied research that addresses infrastructure protection and risk management for complex transportation systems -- comprising interconnected bridges, highways, tunnels, rail, geo-structures and other support structures -- at both the individual component and overall network levels. CRTI's focus is on the development of new materials, monitoring and control strategies and modeling and simulation capabilities to enhance infrastructure protection and emergency response and recovery strategies.

- 3.7.12 The Center for Transportation and Livable Systems:** The U.S. Department of Transportation supports a network of University Transportation Centers throughout the nation to advance technology and expertise in transportation through combined efforts of research, education, and technology transfer. Within the federal SAFETEA-LU legislation, the Center for Transportation and Livable Systems (CTLIS), formerly the Center for Transportation and Urban Planning, was designated the University of Connecticut's University Transportation Center in August 2005. CTLIS began its first year of operation in 2007 and since then has supported dozens of researchers and students through its research activities and helped inform the public and the scientific community in its workshops, seminars and symposia.

The theme of the Center for Transportation and Livable Systems is Livable and Sustainable Transportation Systems for Smart Growth -- a holistic theme that incorporates walking, bicycling, transit and automobiles in an integrated multi-modal system

- 3.7.13 Connecticut Institute for Clinical and Translational Science:** The University of Connecticut, in partnership with regional hospitals, state agencies, and community health care organizations, has created the Connecticut Institute for Clinical and Translational Science (CICATS) to transform the way biomedical science is conceived, conducted and disseminated in Connecticut. The Institute transcends the traditional boundaries of individual organizations and organizes the University and its partners into a single functioning research consortium. The Connecticut Institute for Clinical and Translational Science (CICATS) seeks to:

- Leverage existing assets and collaborations in and across its research partners
- Encourage biomedical and health-related discoveries;
- Expedite the translation of those discoveries into products, treatments, and interventions to improve people's lives;
- Educate and nurture new scientists;
- Increase the number of clinical and translational research projects in the Greater Hartford metropolitan area; and
- Work collaboratively with regional stakeholders to improve healthcare disparities in the region and the nation.

3.7.14 Connecticut Sea Grant College Program: Located on UConn's Avery Point Campus, the Sea Grant Program is part of a national network of 30 such programs based at flagship universities in the country's coastal and Great Lakes states. The program's mission is to foster the conservation and wise use of our nation's marine and coastal resources through research, outreach, and education. Implemented as a partnership between UConn and the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce, the program awards grants for marine research, provides marine extension services, and carries out a range of educational activities.

3.7.15 Connecticut Transportation Institute: The Connecticut Transportation Institute (CTI) was established at the University of Connecticut in 1974, and operates within the School of Engineering. CTI's mission is to conduct integrated multidisciplinary research, education and related services that promote safety and efficiency in multi-modal passenger and freight transportation systems and, in turn, enhance livable communities, sustainable economies and the environment. CTI brings together a critical mass of transportation faculty and research talent at the University of Connecticut, the top public research institution in New England.

The institute's research in traffic engineering and planning focuses on context sensitive design, the land use/transportation interaction, transportation safety, travel route choice, freight planning, and non-motorized transportation issues. Other engineering faculty study air quality, bridge structural monitoring, and new materials design (including asphalt and concrete). CTI collaborates with researchers from diverse fields such as landscape architecture, psychology, business and statistics.

The current research and educational projects at CTI are funded by a diverse set of agencies: Connecticut Department of Transportation, CT Transit, National Science Foundation (NSF), Federal Highway Administration (FHWA), the New England University Transportation Center (NEUTC) and the states of Rhode Island, Vermont, Maine, Connecticut, New Hampshire and Massachusetts through the New England Transportation Consortium.

3.7.16 The Ethel Donaghue Center for Translating Research into Practice and Policy at the University of Connecticut Health Center (UCHC): The Ethel Donaghue Center for Translating Research into Practice and Policy at the University of Connecticut Health Center (UCHC) is a Type II Center designed to provide an interdisciplinary collaborative home where University-affiliated clinicians, researchers, staff, and students have access to research capacity and training and where Community researchers, clinicians and other interested parties can seek research guidance and opportunities for collaboration. As part of UCHC, the Center is intended to serve the people of Connecticut through excellence in research, evaluation, and policy application. The Center's mission is to facilitate health services and practice-oriented translational (T2) research of practical benefit to the University, local and regional primary care providers, patients, health systems, and policy organizations (including local and state governments).

3.7.17 Institute of Materials Science: The mandate of the Institute of Materials Science (IMS), established in 1965 by the Connecticut General Assembly, is to maintain an outstanding advanced materials research center, provide superior graduate research education in the interdisciplinary fields of materials science and engineering at the University of Connecticut, and provide materials-related technical outreach to Connecticut's industries. The Institute primarily operates within an ~80,000 sq. ft. building that was expanded in 2001 with 15,000 sq. ft. of additional space. The Institute operates and maintains extensive state-of-the-art instrumentation including a wide range of laboratories described in detail in the facilities section. IMS operates several

important centers and dedicated laboratories reporting to the Institute. Extensive support facilities include an electronics shop, an instrument and machine shop and secretarial services. The Materials Science Buildings also houses a reading room containing current issues of approximately sixty technical journals and various reference books, staff and student offices as well as conference and seminar rooms. Copying as well as purchasing services are operated by IMS and the University's central computer services are located in a contiguous building. Over 100 faculty members from twenty different departments including the UConn Health Center are affiliated with IMS, contributing to the Institute's interdisciplinary research programs. Thirty of the faculty from various departments, are housed within the IMS buildings. The primary disciplines represented are chemistry, physics, chemical engineering, Materials Science and Engineering, polymer science, pharmacy, molecular and cell biology, mechanical engineering, electrical engineering, biomaterials, and biosciences. IMS supports over 100 graduate students in three primary fields of study, Materials Science and Engineering, Polymer Science and Materials Science. In addition, graduate students in affiliated departments use IMS facilities to perform materials-related research. Many undergraduate students operate in the IMS laboratories. The Institute also houses the IMS Associates Program, which assists Connecticut industries in their research and development efforts. The Associates Program provides many benefits for member companies, including short courses or other special training, access to facilities and faculty at UConn, and other resources that can assist in materials-related problem solving for industry. Research funding for IMS in FY04 was \$7.8M, 31% from state, 50% from federal and 19% from industrial sources.

- 3.7.18 The Institute for Regenerative Engineering (IRE):** Regenerative engineering represents a new multidisciplinary way to think about the formation of complex tissues. It has a focus on helping millions of patients regain mobility and strength by regenerating tissue and ultimately, complex tissue, limbs and organs. It can be described as the next generation of tissue regeneration because it combines the established principles of tissue engineering with morphogenesis, stem cell technology and the understanding of material cues for cellular growth and transformation. The new Institute for Regenerative Engineering (IRE) at the UConn Health Center is at the forefront of this work. Our IRE brings together nationally-recognized experts from the fields of orthopaedics and musculoskeletal health; reconstructive sciences; biomedical engineering; craniofacial sciences; stem cell technologies and more. Together, we are supporting a range of basic and translational research initiatives and constantly refining the curriculum for graduate and undergraduate students within the Health Center and the University. We are committed to mentoring aspiring researchers, and staying on top of the latest developments in our fields.
- 3.7.19 Marine Sciences and Technology Center (MSTC):** The Marine Sciences and Technology Center and the Department of Marine Sciences, both housed in a state-of-the-art facility at the Avery Point Campus, were joined into one administrative unit in 2001. The mission of MSTC is to foster and to provide infrastructure support for interdisciplinary research in the marine environment, carried out at the University of Connecticut. MSTC operates a fleet of small vessels and the 76-foot RV Connecticut, a seawater facility with environmental controls, walk-in environmental chambers and clean rooms, and electronics shop, and a fully equipped dive program that offers SCUBA certification. Faculty affiliated with MSTC generated approximately \$ 3.3 million in extramural research funds during FY 02.
- 3.7.20 The National Research Center on the Gifted and Talented (NRC/GT):** Since 1990, The National Research Center on Gifted and Talented (NRC/GT) successfully competed for a series of federally funded grants under the Jacob K. Javits Gifted and Talented Education Act. Recently, Congress eliminated the Javits Act and the NRC/GT continued working on planned research tasks

under a no-cost extension for 2011-2012. We are just entering our second no-cost extension year for 2012-2013, which will allow us to finalize our studies focusing on What Works in Gifted Education with the mathematics study at the University of Connecticut and the reading/language arts study at the University of Virginia. The respective research teams developed model-based curricula in mathematics for grade 3 students in general education classrooms and reading/language arts curricula for grade 3 students in gifted and talented programs reflecting the following curricular/instructional models: (1) Differentiation of Instruction Model (Carol Ann Tomlinson); (2) Depth and Complexity Model (Sandra N. Kaplan), and (3) Schoolwide Enrichment Model (Joseph S. Renzulli and Sally M. Reis). Multiple cohorts of students and their teachers participated in the two curricular studies and initial quantitative and qualitative results were shared with study participants and conference participants. Data are currently being finalized for interested persons. The final research monographs on the mathematics and reading/language arts studies will be posted on our website.

Recently, The National Research Center on the Gifted and Talented was asked to complete three new projects: (a) explore the theory of the malleability of intelligence related to research by Dr. Carol Dweck, Stanford University, and others; (b) summarize the unique curricular and instructional practices in STEM high schools; and (c) analyze the status of gifted education programming and services across the nation. An overview of these projects follows.

- 3.7.21 Northeast Underwater Research Technology & Education Center:** Established in 1983 as the National Undersea Research Center (NURC), UConn's NURTEC supports research in the North Atlantic and Great Lakes regions, and is one of six undersea centers established by the National Oceanographic and Atmospheric Administration's (NOAA's) Undersea Research Program (NURP) to provide the research community access to advanced underwater technologies. NURTEC's mission is to facilitate scientific discovery, support conservation efforts, and raise public awareness of the complexity and importance of the oceans and Great Lakes through underwater exploration, research, technology and education. The overarching goal of NURTEC is to maintain and enhance its undersea capacity, built by over two decades of NOAA and UConn investment, to address a wide range of research topics to better understand, sustain and conserve coastal ecosystems. Part of NURTEC's new directive will be to promote new research and education programs here at the University of Connecticut as well as continue to support and expand existing programs. A primary focus will be Connecticut's coastal ecosystems on Long Island Sound. In addition, the Center will continue to maintain and develop new partnerships on a broader geographic arena to address research and management challenges in the ocean, coasts and Great Lakes down to 1000 meters. NURTEC supports research based upon a merit-based review process and provides underwater technologies and funding to conduct in situ research in its regions. NURTEC is part of the marine science enterprise at the University of Connecticut and partners with regional and state management agencies. NURTEC also contributes to the education and outreach mission of the University.
- 3.7.22 The New England Musculoskeletal Institute:** The New England Musculoskeletal Institute is the region's premiere choice for complete care for a range of problems affecting bones, joints, muscles and connective tissue. Our diverse services range from orthopaedic surgery including sports medicine, total joint replacement, hand, foot and ankle, and neck and back pain, to care for osteoporosis, arthritis and other rheumatologic conditions. A key goal is to help individuals maximize your mobility and overall health through excellent clinical services and ongoing research and education. It remains one of the only freestanding musculoskeletal institutes in the United States. UCHC is proud of this distinction and is confident that patients benefit by having

a diverse group of medical specialists and researchers working closely together and collaborating on new approaches to care.

3.7.23 The Pat and Jim Calhoun Cardiology Center: This center is composed of a multidisciplinary team of cardiologists, hypertension specialists and vascular surgeons. It offers top quality care to diagnose and treat diseases of the heart and blood vessels – the most prevalent diseases among American men and women. UConn cardiologists and hypertension specialists provide advanced medical approaches to help patients manage risk factors such as high cholesterol, high blood pressure and diabetes. Also, patients have access to a full range of sophisticated surgical procedures, performed by some of the most highly skilled cardiac and vascular surgeons in the country.

3.7.24 The Richard D. Berlin Center for Cell Analysis and Modeling (CCAM): Located at the at the University of Connecticut Health Center, this center is developing new approaches for in vivo measurements and manipulation of molecular events within the cell, and new computational approaches to organize such data into quantitative models. As a NIH Technology Center for Networks and Pathways (TCNP), CCAM integrates new microscope technologies for making quantitative in vivo live cell measurements with new physical formulations and computational tools that will produce spatially realistic quantitative models of intracellular dynamics. The models will generate predictions that can be validated with new measurements as well as experimental approaches that manipulate intracellular signals and structures. These approaches will allow us to tackle fundamental questions of how the spatial organization of molecules in cells is established and how it is utilized to control cell function.

3.7.25 The UConn Stem Cell Institute: This Institute is the focal point for UConn's multi-disciplinary commitment to the field of regenerative medicine with pioneering research at a new state-of-the-art Stem Cell Core Laboratory adjacent to the UConn Health Center. When the Connecticut General Assembly authorized public financing of human stem cell research in 2005, UConn's successful track record in this rapidly evolving field had already positioned the University as a leader in the field. The university has responded to the legislation by obtaining grant support to initiate research programs for 30 scientists and physicians studying stem cells from a wide range of perspectives. These include a large program in bone biology focused on regenerative stem cell therapies to repair major bone injuries such as those suffered by U.S. armed forces in Iraq.

UConn has also recruited scientists with hands-on expertise in human embryonic research to establish the Stem Cell Core Laboratory at the UConn Health Center to train and support the next generation of clinical and basic scientists who will lead this new field of investigation into areas of medical practice. Since its initial funding, UConn's Stem Cell Core Laboratory has made dramatic progress, quickly succeeding in:

- Culturing, establishing quality control methods and banking nine human embryonic stem cell (hESC) lines.
- Developing a memorandum of understanding with WiCell to distribute, with minimal paperwork, hESCs to more than 20 laboratories at the University of Connecticut, Wesleyan University and Yale University.
- Holding 15 training sessions on hESC culture for 100 researchers and graduate students statewide and beyond.
- Producing patient-specific induced pluripotent stem cells using cutting-edge techniques that do not require any manipulation of human embryos.

Every day, in laboratories in Storrs and Farmington, University of Connecticut researchers are striving to unlock the secrets of human stem cells, the so-called "magic seeds" of regenerative medicine. Their work is leading the way toward creation of a new industry with immense potential for Connecticut. And it holds the promise of a bright future for people suffering from dozens of chronic, debilitating and life-threatening diseases.

Visit the University web site at <http://www.uconn.edu>

Also, visit the following web page **About UConn** at <http://www.uconn.edu/about.php>

PART IV PROPOSAL REQUIREMENTS

- 4.0 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addendum, or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

- 4.1 **Specifications:** The specifications in Parts VI and VII must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Proposers must use the RFP numbering scheme in their response to allow for efficient evaluation. See 4.4.3 for additional details.

- 4.2 **Estimated Timetable:** The following schedule will apply to this RFP.

Release of RFP	8/24/12
Pre-proposal Conference (optional)	8/30/12 @ 10:00 AM (EDT)
Closing Date for Inquiries	9/6/12
Proposal Due Date	9/13/12 @ 2:00 PM (EDT)
Anticipated Award Date	12/1/12
Service to Commence No Later Than	1/1/13

- 4.3 **Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Kathleen Joy
Assistant Director
Procurement Services
University of Connecticut
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-4202
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

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

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

4.4.1

The RFP document shall include the following mandatory submittals:

- One (1) original hard copy and an electronic copy on disk or flash key of the complete proposal response
- An exact copy of the "Form of Proposal"
- A point-by-point response to all terms and conditions in this RFP document, specifically Parts VI and VII
- A completed "Bidder Contract Compliance Monitoring Report"
- Section VIII , List of References
- Signed Non-Discrimination Certification
- All required, original signed and notarized Affidavits
- Signature Authorization Documentation

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

The provision of References as specified in Section VIII is non-negotiable. Failure to provide this mandatory submittal with your proposal response may cause the University to reject your proposal response as non-compliant.

Offeror must provide one (1) original hard copy and an electronic copy on disk or flash key. Copy and disk or flash of proposal must be submitted in a sealed envelope to:

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

Reference RFP #KJ082412

"FEDERAL GOVERNMENT RELATIONS AND RELATED CONSULTING SERVICES"

On or before 2:00 p.m. (EDT) on September 13, 2012

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

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

Pre-Proposal Conference: A non-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.

Date/Time: Thursday, August 30, 2012 10:00 AM (EDT)
Location: University of Connecticut Purchasing Bid Room #200

To save on time and travel expenses, the University will conduct the conference via teleconference. Please RSVP (see section 4.3) to me if you will be joining the conference call. Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the

Request for Proposal as required by the University. Costs for developing the proposal and any subsequent activities prior to contract award are solely the responsibility of the Offerors. The University will provide no reimbursement for such costs.

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

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

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

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 4.4.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

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

- 4.4.4 Pricing will be indicated on the Pricing Structure provided in **Part IX**.
- 4.4.5 All required signatures must be affixed in **Parts IX, X, Contract Compliance Monitoring Report**.
- 4.4.6 At the specified time stated in 4.4.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.
- 4.4.7 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

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

4.5 **Completed RFP's:** Each Bidder must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.

4.6 **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 Procurement Services as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section IX, Form of Proposal.)

PART V TERMS AND CONDITIONS

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

5.0 **Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 5.1 below.

5.1 **Contract Format:** The resulting contract will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.

5.2 **Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

5.2.1 The Vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

5.2.2 If the Vendor and the University reach an agreed upon solution, the Vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

5.2.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Vendor, the University reserves the right to terminate the agreement.

5.2.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

5.3 **Contract Termination for Convenience**

5.3.1 The University may terminate performance or work under the contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

5.3.2 The resultant contract shall remain in full force and effect for the entire term of the contract period unless cancelled by the University, by providing the Contractor thirty (30) days written notice of such intention. If the University elects to terminate the contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

5.4 **Contract Modification**: All requests for changes must be in writing on letterhead and submitted to Procurement Services. All changes to the contract must be agreed to in writing by both parties prior to executing any change; this applies to all rate changes.

5.5 **Contract Assignment or Subcontract**: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

5.6 **Notification of Selected Vendor**: It is the University's intention to review proposals, complete contract negotiations and execute an Agreement on or before January 1, 2013. All proposers will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

Term of Contract: The contract will be an anticipated term of one (1) year with four (4) additional one (1) year options. The contract will commence on January 1, 2013.

5.7 **RFP Status and Submission Information**:

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

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

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

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

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

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

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.3, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.4.1 provided they are then fully in conformance with these terms and conditions.

5.9 Indemnification Requirements:

5.9.1 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 s 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.

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

5.9.3 Choice of Law and Venue: The terms and provisions of this RFP and any contract(s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.

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

5.10 Pre-Award Presentations and Negotiations:

5.10.1 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 5.17.2 for clarification.)

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

- 5.10.2.1** Resolving minor differences and informalities
- 5.10.2.2** Clarifying necessary details and responsibilities
- 5.10.2.3** Emphasizing important issues and points
- 5.10.2.4** Receiving assurances from proposers
- 5.10.2.5** Exploring ways to improve the final contract

5.11 Standard Terms and Conditions:

- 5.11.1 Federal, State and Local Taxes, Licenses and Permits:** The successful vendor will comply with all laws and regulations on taxes, licenses and permits.
- 5.11.2 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 5.11.3 Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 5.11.4 Contract Provisions by Reference:** It is mutually agreed by and between the University and the vendor that the University's acceptance of the vendor's offer by the issuance of an executed Agreement shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal except as amended in the Agreement. Any exceptions taken by the vendor which are not included in the Agreement will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a vendor, the terms and conditions of this Request for Proposal and Agreement will govern.
- 5.11.5 Warranty:** The manufacturer's standard warranty shall apply. The vendor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and agrees to replace defective items promptly and at no charge to the University. If the vendor knows of the University's intended use, the vendor warrants that the goods or services are suitable for the intended use.
- 5.11.6 Ethical Considerations:** The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion,

judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney.

- 5.11.7 Executive Order No. 3:** This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- 5.11.8 Executive Order No. 17:** This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
- 5.11.9 Executive Order No. 16:** This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that
- (a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
 - (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
 - (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
 - (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.
 - (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

5.11.10 Executive Order No. 7C

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

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

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

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

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

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

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

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

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

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

understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.

- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
 - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of

- the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.
- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

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

5.11.13 Signature Authorization Documentation (Mandatory Submittal):

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

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

5.11.14 Non-Discrimination Certification (Mandatory Submittal):

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

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

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

5.11.15 SEEC Requirements:

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

5.11.16 Whistleblower Protection:

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

5.12 **Responsibilities of the Vendor:**

5.12.1 Observing Laws and Regulations: The Vendor 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 vendor'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.

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

5.12.2.1 Has read and completely understands the proposal documents.

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

5.13 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Vendor, the Vendor's agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

5.14 **Delivery Requirements:**

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

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

5.15 **Parking Guidelines:**

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

Phone: (860) 486-4930

Fax: (860) 486-0191

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

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

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

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

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

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

Visitor Parking

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

Load Zones

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

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

5.16 Insurance Requirements:

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

5.16.1 Workers Compensation and Employers' Liability:

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

5.16.2 Commercial General Liability:

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

5.16.3 Automobile Liability:

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

5.16.4 Minimum Scope of Insurance:

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be provided to the University of Connecticut, Procurement Services. The University of Connecticut shall be named as Additional Insured for liability coverage required under this document. The Contractor's insurer shall have no right of recovery of subrogation against the University of Connecticut and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: University of Connecticut, 3 North Hillside Road, Storrs, CT 06269-6076.

5.17 RFP Evaluation:

5.17.1 RFP Evaluation Criteria: The award of an agreement to this RFP will be based upon a comprehensive review analysis and negotiation of the proposal which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

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

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

Evaluation Criteria		Weight
Demonstrated experience		35 points
	Recent and current experience in obtaining federal appropriations for public university research and education activities.	

	In identifying and securing federal legislative and regulatory objectives that would increase the University's federal appropriations and grant awards.	
	With public doctoral granting, research intensive universities.	
	In working with federal agencies to identify, create and secure grant opportunities.	
	Working with Congressional officials and their offices to promote the University's interests.	
	In securing increased funding for public research universities under current rules regarding Congressionally directed appropriations.	
Staffing Plan/Human Resource Commitment		25 Points
	Evaluation of human resources identified and committed to the relationship.	
Proposal Plan		25 Points
	Evaluation of the plan submitted addressing achievement of budgetary and legislative goals listed in the "Key Research Areas" section.	
Pricing/Fee Structure		15 points
	Pricing is fair and consistent with quotes offered to peer institutions utilizing similar services	
	Fee structure explained and itemized	
	Hourly rate for staff is disclosed	
Total maximum		100 points

5.17.2 Presentations: The University reserves the right, but is not obligated, to request and require that each proposer provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed three (3) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer. If necessary, individual tours of the campus will be coordinated upon request and at the discretion of the University.

5.17.4 Review of References: Each proposer is required to provide a customer list with a minimum of five (5) educational institutions with whom it has an exclusive contract. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, and telephone number of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference. (See Part VIII.)

5.17.5 Vendor Representatives: Proposer must identify the people it anticipates representing the Vendor in developing and implementing the contract. The University may conduct interviews with identified vendor representatives as a part of its evaluation process.

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

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

- 5.17.7.1** Financial resources.
- 5.17.7.2** Personnel resources.
- 5.17.7.3** Executives and key person resumes.
- 5.17.7.4** Ability to meet delivery and service schedules.
- 5.17.7.5** Ability to meet specifications quality requirements.

5.17.8 Requests for Clarification by Proposers: Any proposer may request that the University clarify any information contained in this Request for Proposal to establish an Agreement. All such requests must be made in writing to:

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

The University will provide a written response to all written requests for clarification within five (5) business days after its receipt of such request. The University will not respond to any request for clarification received by the University after the close of business ten (10) days prior to opening of this RFP. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving 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 proposer being considered non-compliant and ineligible for award.

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

5.19 Communications between the University and the Proposer:

5.19.1 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 proposals, **informal communications regarding this procurement shall cease.**
Informal communications shall include but not be limited to:

- 5.19.1.1** Requests from the proposers to any department(s) at the University, for information, comments, speculation, etc; and

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

5.19.2 Formal Communications:

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

- A. Pre-Proposal Conference
- B. Oral Presentations
- C. Pre-Award Negotiations

5.19.3 **ANY FAILURE** TO ADHERE TO THE PROVISIONS SET FORTH IN 5.19.1 AND 5.19.2 ABOVE MAY RESULT IN THE REJECTION OF ANY VENDOR'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

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

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

5.20.2 Advertisements: Unless specifically authorized in writing by University Communications on a case by case basis, the contractor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

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

5.20.3 Patent and Copyright:

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

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

5.20.3.3 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.

5.20.3.3.1 OSHA Compliance: All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement Services immediately by registered mail.

5.21 **Partnering with Business Enterprises Owned and Operated by Women, Minorities (MWBE's).**

The University of Connecticut is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of University contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the University. The Program will work to create an environment which supports this effort and actively acknowledges and values diversity. An MWBE is a business which is at least fifty-one percent (51%) owned and operated by a woman or a minority.

We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the University.

5.22 **President's Committee For Corporate Social Responsibility:** The University of Connecticut ("UConn") has a longstanding commitment to the protection and advancement of socially responsible practices that reflect respect for fundamental human rights and dignity of all people. The University strives to promote the basic human rights and appropriate labor standards for individuals throughout its supply chain. Promoting these values in concrete practice is the central charge of the President's committee on Corporate Social Responsibility (<http://csr.uconn.edu>). The University is also committed to building a safe, healthy and sustainable environment for employees and the general public. The University is dedicated to conserving natural resources, increasing its use of environmentally sustainable products, materials and services (including renewable resources), and preventing pollution and minimizing waste through reduction, reuse, and recycling. UConn is proactive about purchasing recycled and environmentally preferred products, when practicable, and buying from entities committed to the support of campus sustainability initiatives.

As a result of this RFP process, the University intends to partner and contract with a vendor that demonstrates a similar commitment to these values. The awarded vendor will be required to provide, a comprehensive, annual summary report of its corporate social and environmental practices. For the purposes of this RFP, please provide your organization's most recent report for review.

5.23 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 complimentary 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.

PART VI SPECIFICATIONS

6.0 Vendor Overview

Please provide the following background information for your firm below:

- 6.0.1** A brief general description of your company and its location. If your company is a subsidiary of another corporation, provide all pertinent information about the parent company. Include the firm's legal name, full address, and telephone number.
- 6.0.2** Provide a brief history of your company, including the total number of years the company has been in business and the number of year the company has been providing governmental relations and consulting services.
- 6.0.3** Names, addresses, telephone numbers, email addresses and contact persons of all clients for whom you have performed similar services during the past five years.
- 6.0.4** A detailed description of similar work performed by the firm and its associates during the past five years. Include specific examples how firm efforts led to increased levels of federal funding for a public research university and projects accomplished during the last two (2) sessions of Congress. Include examples of securing federal support for public universities while abiding by recent Congressional rules about directed appropriations and successful efforts of increased appropriations secured prior to the enactment of these rules. Also include examples of successful interactions with Congressional officials, their offices and federal agencies on behalf of public research universities.
- 6.0.5** Provide a list of the firm's higher education clients. Highlight institutions similar to the University of Connecticut in size, composition, and scope.
- 6.0.6** If your response indicates a joint effort between your firm and others, describe the relationship between the firms and other vendors involved, including vendor's overview information as requested above.
- 6.0.7** Provide the total number of personnel employed by your firm and breakdown of each functional area.
- 6.0.8** Describe qualifications of senior professionals in your firm that will handle University's account for duration of the agreement. Explain how these professionals will be staffed and what percentage of each individual's time would be tasked to the account.
- 6.0.9** A copy of the firm's most recent audited financial statements for review.

6.1 Services Required of Firm:

- 6.1.1** Assist with the review of the University's research and academic programs, identifying those which have the greatest potential for increased federal support.
- 6.1.2** As changes in Congress over the past five years have led to stringent restrictions on the appropriation of funds, the University seeks assistance in identifying federal funding opportunities that correspond to University research and program priorities that are in compliance with these new restrictions. Since these restrictions may change and evolve, the University also

expects the selected firm to be able to provide a full range of Congressional appropriations and federal funding strategies.

- 6.1.3 Analyze and inform the University of contemplated legislative and regulatory changes that may positively or negatively affect programs of interest to the University.
- 6.1.4 Identify and assist in securing federal legislative changes that would create additional opportunities for the University to secure increased federal appropriations and grant awards.
- 6.1.5 Assist in working with federal agencies and the federal administration to identify, create and secure new federal grant and funding opportunities.
- 6.1.6 Assist in working with federal agencies and the United States Congress to maintain the funding for programs with federal funding that already exist at the University.
- 6.1.7 Develop plans to obtain and protect federal resources, support UConn research, academic funding, and student, clinical or outreach activities.
- 6.1.8 Enhance the University's profile with Congress and federal agencies by arranging opportunities for University administrators and faculty to testify before Congressional Committees, meet with key Congressional members and staff, and meet with high-level agency administrators.
- 6.1.9 Find individuals and groups with goals similar to those of the University and assist in building coordinated activities whenever advantageous to the University.
- 6.1.10 Meet with, brief and/or provide written reports to University officials as needed to apprise them of the current status of the University's federal objectives and to coordinate strategy to achieve those objectives.
- 6.1.11 Provide such other services and information as the University and the selected firm may agree are necessary to achieve the University's federal objectives.
- 6.1.12 Coordinate the submission of necessary materials to support the University's funding requests.
- 6.1.13 Coordinate meetings between University officials and members of Congress, Congressional staffers, and federal agency officials, and develop the materials needed for such meetings.
- 6.1.14 At the conclusion of each congressional session, develop status report on each legislative objective.

6.2 Proposal Plan

In addition to the minimum requisite services detailed above, outline a comprehensive action plan should your firm be awarded the University account. At a minimum:

- 6.2.1 A description of how the firm plans to provide federal relations consulting services as described previously. Include a description of how the firm will work with the University to provide these services.
- 6.2.2 An outline of how the firm will assist in reviewing and assessing the University's research and academic programs and identify those which have the greatest potential for increased federal support.

- 6.2.3** A description of what strategies the firm would use to enhance federal funding for the key research areas listed in Section 3. This description should reflect how increases in federal funding can occur given recent Congressional rules regarding appropriations. It should also outline an alternative strategy to secure funding sources should those Congressional rules change. Example scenarios include:

- SCENARIO 1: Environment surrounding Congressionally targeted appropriations is the same or similar
- SCENARIO 2: Environment surrounding Congressionally targeted appropriations relaxes
- SCENARIO 3: Environment surrounding Congressionally targeted appropriation becomes stricter

Respondents shall outline different approaches within their proposed plan for achieving the broadly stated goals on those issues. This plan shall include, at a minimum, the strategy, milestones, and goals that represent the firm's best recommendation while achieving a high degree of cost efficiency. After award, the chosen firm may be requested to provide an issue-based plan proposal prior to execution for each project.

- 6.2.4** Describe how the firm will deal with conflict of interest situations, in which the provision of services for another client will be in conflict with either the services provided to the University or the goals of the University.
- 6.2.5** A description of the firm's availability to participate in meetings with University officials in Connecticut and Washington, D.C.
- 6.2.6** The services and/or expertise your firm will offer to the University, in the areas outlined in the Scope of Work, that other firms could not.
- 6.2.6** A definitive list of services the proposer will provide, the number of visits to the UCONN campus, and the timeframe within which the services are proposed to be conducted.
- 6.2.8** Detail how much notice would be required to engage your firm to assist the University in this endeavor.
- 6.2.9** Provide a firm price quote for the services defined in the response therein broken out by activity with a price quoted for each. The University reserves the right to select which services will be utilized throughout this agreement and shall not be responsible to pay for any services not rendered by the firm.
- 6.2.10** A schedule of fees which could be used for billing services provided, which are above and beyond those proposed in response to the content of this RFP.
- 6.2.11** Submitting vendors are encouraged to include alternative ideas other than what is outlined in this proposal if it provides value in servicing the University account. Also, include any other information you believe will be useful to the evaluation committee in making its selection.

- 6.2.12 Proposal of the successful bidder must include current documentation of signing authority for their representative who will execute a contract. Acceptable forms are available at www.purchasing.uconn.edu; online forms; Corporate Resolution.

6.3 Statement of Fees

- 6.3.1 The University anticipates fee structures to reflect recent changes in Congressional rules regarding federal appropriations which may significantly narrow the range of services the University may require. Fee structures should also delineate costs for Congressionally targeted appropriations as indicated in 6.2.3 in case the current Congressional Rules change or evolve.
- 6.3.2 For each proposal submitted, a description of the fees that the firm proposes to charge for services is requested. Fees must be delineated, itemized and described in detail for all categories of services, including but not limited to:
- Fees for seeking Congressionally directed appropriations that support University research, student academic, clinical and outreach programs in the event that they are available,
 - Fees for maintaining funding sources already,
 - Fees for - increasing existing federal funding or creating new funding opportunities under current rules regarding Congressionally directed appropriations.
 - Fees related and reasonable administrative, travel, or other expenses for which the University may be billed.
- 6.3.3 Firms may only charge fees for actual services rendered to the University.
- 6.3.4 The above fees should be identified on the Form of Proposal, attached to this solicitation.
- 6.3.5 Compensation will be made only after the Firm submits itemized documentation in a form acceptable to the University of Connecticut, designee to be determined. Billings are to be submitted on a monthly basis and must contain a detailed description of work performed. Billings must also be accompanied by a summary of time and charges billed for each service itemized on the invoice. Firm shall not be compensated for any time spent preparing billing documentation. Firm may also be required upon request of the University to provide summary memoranda concerning how services furthered resolution and current status of the matter.

6.4 Pricing Structure

- 6.4.1 Pricing must be firm for the entire term of the contract.
- 6.4.2 Provide a schedule of fees for the proposed services as noted in 6.3.2 above, along with a description of how incidental costs will be charged to the University.

Part VII
AGREEMENT FORMAT

The terms and conditions should be reviewed very carefully to insure full responsiveness to this RFP. The anticipated Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addendum, or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

Do not complete or sign this agreement! This document will only be completed and executed to the awarded firm(s) if it is deemed necessary by the Procurement Official.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

Agreement to follow on next page.....

University of Connecticut



Purchasing Agreement
for

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

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

and

hereinafter "Contractor"

University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

- A.
- B.
- C.

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

1.1.1 **Effective Date:** _____ **End Date:** _____

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

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

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

1.3 **Maximum Amount Payable:** \$ _____

1.3.1 **Payment/Pricing Terms:**

1.4 **Detailed Contractor Responsibilities:**

- 1.4.1 **Responsibilities**: Contractor will provide the following Services:
- 1.4.2 **Deliverables/Methods**: Contractor will deliver to University . . .
- 1.4.3. **Work Schedule/Deadlines**: Contractor will provide Services by . . .
- 1.5. **University Responsibilities**: University will . . .
- 1.6. **Notice**: All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests shall be deemed to have been properly served if given by personal delivery, or if transmitted by facsimile with confirmed receipt, or if delivered to Federal Express or other reputable express carrier for next business day delivery, charges billed to or prepaid by shipper; or if deposited in the United States mail, registered or certified with return receipt requested, proper postage prepaid, addressed as follows:

If to the University* [name/address]:

If to the Contractor* [name/address]:

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

Section 2 - State of Connecticut Required Terms and Conditions

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

- 2.1. **Statutory Authority**. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims**. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance**. The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **Governing Law**. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.5. **Non-discrimination**. References in this section to "Contract" shall mean this _____ and references to "Contractor" shall mean the _____.
- (h) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed

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

- (i) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (j) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (k) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (l) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (m) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the

state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.

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

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

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

- (k) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

2.6 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.
- 2.7. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.
- 2.8. Termination for Cause. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor shall 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.
 - (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.
 - (d) The University shall 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 2.8 (a) 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.
- 2.9. Termination for Convenience.
- (a) The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 1.1 unless cancelled by the University, by providing the Contractor _____ days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 2.10. 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.
- 2.11. 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.
- 2.12. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual

executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at:
<http://www.contracts.uconn.edu/corpres.html>

- (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:

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

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

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

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

UNIVERSITY OF CONNECTICUT:

CONTRACTOR:

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval

By: _____

Date: _____

Print Name: _____

Title: _____

Form Rev. 4/17/2008



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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

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

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

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

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

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

PART VIII REFERENCES

Proposals should include five institutions, of similar or the same size, where your organization has previously provided or is currently providing Federal Governmental Relations Consulting Services similar to what you're proposing for the University of Connecticut. Please include name, title, telephone number and email address of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

References:

Reference #1	Institution	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	
Reference #2	Institution	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	
Reference #3	Institution	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	
Reference #4	Institution	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	
Reference #5	Institution	Contact	Telephone No.
	_____	_____	_____
	Fax No.	E-mail	
	_____	_____	

**PART IX
FORM OF PROPOSAL
FEDERAL GOVERNMENTAL RELATIONS AND RELATED CONSULTING SERVICES**

Date: September 13, 2012

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

1. The undersigned bidder, in response to our Request for Proposal for Federal Governmental Relations and Related Consulting Services Agreement, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

FIRM NAME: _____ **SIGNEE (PRINT):** _____

ADDRESS: _____ **TITLE:** _____

DATE: _____ **SIGNEE(SIGNATURE)** _____

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

F.E.I.N. #: _____

PART X
Vendors Qualification Statement

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

1. Indicate exactly the name by which this organization is known:
Name _____.
2. How many years has this organization been in business under its present business name?
Years? _____.
3. Indicate all other names by which this organization has been known and the length of time known by each name:
 1. _____
 2. _____
 3. _____
4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?
Commodity/Service _____
Years? _____
How many years in Federal Government Relations and Related Consulting Services? _____
5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Other
_____ Women Owned _____ Minority Business _____ Set Aside Contractor

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

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

7. Sales Representative:

Name _____

Addresses _____

Telephone Number _____

Years of experience _____

8. Customer Representative:

Name _____

Addresses _____

Telephone Number _____

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

Dated _____

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Toll Free Telephone _____

Email Address _____

Signature _____

(Print Name) _____

Title _____



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor *[Signature]*

Subject: State Ethics Policy

Date: September 28, 2004

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

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

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

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

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

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

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

The following BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the bid for this contract. The contract awarding agency and the Commission on Human Rights and Opportunities will use the information contained thereon to determine the bidders compliance to Sections 4a-60 and 4a-60a CONN. GEN. STAT., and Sections 46a-68j-23 of the Regulations of Connecticut State Agencies regarding equal employment opportunity, and the bidders 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 ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists.

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, 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.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category.

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain nondiscrimination statements as required by Sections 460 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the statemandated 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 ge 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 nondiscrimination 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__
--	--

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION — 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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

CHECK ONE: ☐ Initial Certification ☐ 12 Month Anniversary Update (Multi-year contracts only.)

 ☐ Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)





STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

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

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

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

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

_____ Consultant's Name and Title		_____ Name of Firm (if applicable)
_____ Start Date	_____ End Date	_____ Cost
Description of Services Provided: _____		

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

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

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

_____ Printed Name of Bidder or Contractor	_____ Signature of Principal or Key Personnel	_____ Date
_____ Printed Name (of above)		_____ Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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