



University of Connecticut
Administration and Operations Services

Purchasing Department

Date: September 23, 2010

To: Prospective Bidders

RE: Addendum #1 Bid #PG091610 Matter Management Software

The following are bidders' questions with respective answers for this bid and should be considered an integral part of the bid.

1. Is twenty (20) the total number of named back office users you expect to use the new system?
Yes. In the Office of Diversity & Equity (ODE), it will be attorneys and a paralegal. In the Information Security Office, it will be internal staff. Of these 20, a few will also be designated as having administrator access and privileges.
2. How many named field/inspection users do you expect to use the new system, if any?
None
3. How many different case types does the University expect to have configured as part of the new system implementation?
In ODE the cases will be grouped into four general types of categories: Investigations into internal complaints of discrimination or discriminatory harassment; Investigations into external complaints of discrimination or discriminatory harassment; Requests for religious or disability related accommodations; Informal inquiries into possible allegations of discrimination. In the Information Security Office, there will be 4 types: Abuse, Litigation, FOIA, and Other\General.
4. What standard reporting tools will be used in the new system (i.e. Crystal Reports, Oracle Reports, MS SQL Server Reporting)?
 - a. How many reports does the University expect to be needed as part of this implementation? (Note: The definition of a report is any document emitted by the system including letters, citations, permits, statistical reports, etc.)
30 – 40
 - b. Please describe the University's report writing resources.
The University reporting infrastructure includes Brio and Hyperion. However, there isn't a requirement for this application to interface with those applications. We expect that the application can produce basic reports on its own
 - c. Does the University, as part of the training protocol, want to be trained in report writing and development; and if so, what percentage of reports does the University wish the vendor to write as part of the implementation? (For example, vendor writes 20 reports, University is trained to write 30 reports.)
The RFP states "Include standard reports such as case listing, case status report, case count report – all should be available in summary and detail and have ability to report on a particular point in time by various criteria such as case manager, case type, or the department's customized fields. Reports should include ability to use data to generate multiple types of graphs and tables within report. Allow user to create customized reports within software". Since it sounds like reports are not part of this software and the University would be using additional software, at this time We are not sure how many we

would ask the vendor to write or how many we would write ourselves. Cost of report writing will be a factor in evaluation.

5. Please confirm that no other data sources need to be converted other than the Access and Excel databases. ODE will only be converting from Access and Excel. IT Security would be interested in learning about options for converting from RT from Best Practical but this is not a requirement.
6. Does an Executive Steering Committee exist for this project, and if so, are there executive representatives from each department impacted by this project?
There is an RFP committee with at least one representative from each of the two departments.
7. What is the budget for this project?
We are budgeting the initial cost at approximately \$50,000.
8. What vendor systems has the University seen or had demonstrated in the past year relative to this RFP/RFI?
The following vendors responded to the RFI with web-based presentations: Amicus Attorney, Case Track, Legal Files and Micropact.
9. Does the University anticipate or require any third party application systems to be integrated with the new system as part of their implementation services?
No
10. Please provide details regarding the University's staffing dedicated to the implementation of the Matter Management system. Will there be a dedicated Project Manager, and if so, will this person be from the key department, Information Technology, or an outside consultant? How many dedicated staff will be assigned to the duration of this system implementation?
There will be one person from each of the 2 departments designated as the primary contact for implementation.
11. Can exceptions be taken to the standard contract terms? Can additions be proposed?
Although the University may negotiate certain terms or conditions, or consider additional terms, please note 3.4 of the RFP:
"The University of Connecticut reserves the right to reject any bid 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."
12. Can information be provided about the Excel file and Access database that the University wishes to be converted? Can a list of fields or field headers be provided? For the basis of our response without see the actually data can a good faith estimate be provided if only a list of fields are provided?
The ODE Excel file contains 48 headers (list is attached as Exhibit A) and the Access file contains 58 headers (list is attached as Exhibit B). Yes, a good faith estimate is acceptable.
13. Can the RFP be provided in Word Format so the forms can be easily filled out and incorporated into our response?
Requests for the Word version must be received via email to penny.guerin@uconn.edu by 2:00 p.m. local time on September 24, 2010. The version sent to anyone requesting the Word document is the version of record and by so requesting, bidders acknowledge responsibility for all specifications, terms and conditions as presented in that document.
14. Do you wish the pricing to be based on 20 user licenses?
Yes
15. A requirement is that the product is web-browser based but you also ask for hardware requirements and later ask about data center requirements. With asking hardware requirements we assume then that the University plans to host the application and data within their network but when questions are asked about the data center than that leads me to believe the need is to host it externally from the University? Can you please confirm where the data will be hosted either internal to the University network or external?
The data will be hosted internal to the University network.
16. Our product is a web-based application, not a web site. Does section 5.3 of the requirements still apply? Especially section 5.3.1 and 5.3.2.

They may not apply since the application is not part of the University's website.

17. Do onsite services need to include travel costs or can travel costs be billed separately from the daily rate?
Travel costs may be billed separately from the daily rate but MUST be included in the proposal as additional costs.
18. What version of Microsoft Office is in use by the 20 projected CRM users?
Microsoft Office 2007.
19. What email system /version is in place?
Microsoft Outlook 2007.
20. Is Microsoft SharePoint currently in use?
Yes, by some users.

**THE INQUIRY PERIOD IS NOW CLOSED FOR THIS RFP.
BID OPENING DATE REMAINS October 12, 2010, 2:00 PM LOCAL TIME**

All other terms, conditions and specifications remain as per original bid.

Please acknowledge receipt of this addendum prior to the due date and time via fax or by email to penny.guerin@uconn.edu

Name

Company

Date

EXHIBIT A

Headers for Case Log Book

Docket (Case) Number

Case Manager/Investigator

Nature of Complaint

Protected Class Category

Charge/Allegation

Complaint/Requester

Home Contact Information

Work Contact Information

Department

University Division

University Status

Hire Date

Job Class

Representative (Union)

Supervisor

Supervisor Work Contact Information

Responding Official (Respondent/Department)

Home Contact Information

Department

Work Contact Information

University Division

University Job Title

Hire Date

Job Class

Representative (Union)

ODE Notice Date

Date Complainant/ADA Request Form Sent

Date Signed Complaint/ADA Request Form Received

Revised Form Received

Date Assigned to Case Manager/Investigator

Date Complainant/Requester Interviewed

Dave Witness Notified

Number of Witnesses

Date 75 Day Notice Sent to Complainant

Date Responding Official (Respondent/Department)
Notified

Date Responding Official (Respondent/Department)
Interviewed

Second Interview

Date Witness Notified

Case Manager/Investigator Decision Date

Date Draft Decision Submitted for Approval

Date Draft Decision Returned

Date Final Decision Returned

Finding and Recommendations Disposition Date

Date Findings and Recommendations Forwarded to
President

Date Appeal Received

Case Status

Case Disposition

Case Notes

EXHIBIT B

Microsoft Access - Design view

Table: tblComplaint Log

Field Name	Data Type	Description
EEO Case File	Text	
Date Received	Date/Time	
Date of Allegation	Date/Time	
Investigator Assigned	Text	
Organization	Text	
Due	Date/Time	
Division	Text	
Status of Complainant	Text	
Last Name Complainant	Text	
First Name Complainant	Text	
Department of Complainant	Text	
Title of Complainant	Text	
Race of Comp	Text	
Gender of Comp	Text	
Not Applicable	Yes/No	
Age, DOB	Yes/No	
Ancestry	Yes/No	
Color	Yes/No	
Criminal Record	Yes/No	
Disability	Yes/No	

Field Properties for EEO Case File:

Property	Value
Field Size	255
Format	
Input Mask	
Caption	
Default Value	
Validation Rule	
Validation Text	
Required	No
Allow Zero Length	Yes
Indexed	Yes (Duplicates OK)
Unicode Compression	No
IME Mode	No Control
IME Sentence Mode	None
Smart Tags	

A field name can be up to 64 characters long, including spaces. Press F1 for help on field names.

Microsoft Access - Design view

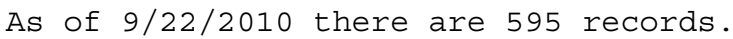
Table: tblComplaint Log

Field Name	Data Type	Description
Gender	Yes/No	
Genetics	Yes/No	
Marital Status	Yes/No	
National Origin	Yes/No	
Opposed Prohibited Act	Yes/No	
Race	Yes/No	
Religion	Yes/No	
Sexual Harassment	Yes/No	
Sexual Orientation	Yes/No	
Veteran Status	Yes/No	
Demotion	Yes/No	
Denied Benefit	Yes/No	
Denied Training	Yes/No	
Discipline	Yes/No	
Evaluation	Yes/No	
Harassment	Yes/No	
Not Hired	Yes/No	
Not Promoted	Yes/No	
Pay Related	Yes/No	
Request for Accommodation	Yes/No	

Field Properties for Gender:

Property	Value
Field Size	255
Format	
Input Mask	
Caption	
Default Value	
Validation Rule	
Validation Text	
Required	No
Allow Zero Length	Yes
Indexed	Yes (Duplicates OK)
Unicode Compression	No
IME Mode	No Control
IME Sentence Mode	None
Smart Tags	

The display layout for the field. Select a predefined format or enter a custom format. Press F1 for help on formats.



As of 9/22/2010 there are 595 records.



The University of Connecticut

REQUEST FOR PROPOSAL

RFP Number: PG091610

Matter Management Software

Proposal Release Date

September 16, 2010

Proposal Due Date:

October 12, 2010

Issued By: Penny Guerin
Assistant Director, Purchasing
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2621
Fax: (860) 486-5051
e-mail: penny.guerin@uconn.edu

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PART I OVERVIEW

UNIVERSITY OF CONNECTICUT

Matter Management Software

The University Of Connecticut is soliciting proposals from experienced and qualified Vendors to partner with the School by providing Matter Management Software that meets the characteristics and technical specifications outlined herein. The successful firm will demonstrate expertise in providing a complaint matter management software application that provides all of the capabilities needed to manage, track and report on cases, inquiries, advice, disability accommodation requests and other pre-litigation matters for a major public research university with an academic health center and within private industry, thereby bringing knowledge of best practices to the engagement. Preference will be given to web based solutions.

BACKGROUND

The University of Connecticut Office of Diversity and Equity (ODE) currently uses Microsoft Excel at the Storrs campus and Microsoft Access at the University of Connecticut Health Center in Farmington, Connecticut to record information related to cases. Both ODE offices rely on the Microsoft Office Suite. The Information Security Office currently uses Request Tracker by Best Practical to track and record their information.

The successful vendor will be able to provide a software application to allow access from any location with the ability to manage case data and link documents associated with the cases Preference will be given to web based solutions.

SCOPE OF THE PROJECT

The purpose of this RFP is to solicit proposals from firms interested in providing web based Matter Management Software with support, maintenance, training and data conversion for the University of Connecticut Office of Diversity and Equity and the Information Security Office. The University is expecting the implementation of the Matter Management Software to begin December 15, 2010.

The basic functional needs of the software include (see Criteria, Part V for details):

- Enable the user to record, track, manage and report on structured data associated with cases and matters including, but not limited to: creating a formal or informal complaint case, each with its own unique docketing number; tracking detailed complaint information and status of matters under investigation from intake through closure; adding or updating complaint processing events; generating and maintaining schedules of case management events related to specific cases and providing reminders of relevant case events.
- Permit users to run comprehensive queries on both open and closed matters and group results by user specified fields and have the ability to access and report real-time dashboard information about trends, parties, issues, claims and outcomes.

DEFINITIONS

University of Connecticut, University, School and UConn refer to the University of Connecticut.

Acceptance is defined as the date on which the software is installed on location, has been shown to work per the specifications herein, and vendor has guaranteed that the software components are at the latest versions for all components.

"Bidder", "Proposer", "Supplier", "Contractor", "Respondent" and "Vendor" refer to a Company responding to this Request for Proposal.

Response time is defined as the period of time between the problem(s) being reported to the Vendor, and when the Technician arrives on-site.

Repair time is defined as the period of time between the problem(s) being reported to the Vendor, and when the software is operating properly.

PART II DEMOGRAPHICS

UConn is a public research university and academic health center with 8 campuses enrolling approximately 29,000 students in Fall 2009. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Greater Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and the Academic Health Center, including a 200-bed in-patient facility, in Farmington.

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

PART III INTRODUCTION

- 3.0 **Scope:** The University of Connecticut, is seeking proposals from qualified vendors to provide Matter Management Software to be used by the University of Connecticut (UConn) Office of Diversity and Equity and Information Security Office as outlined in Part I.
- 3.1 **Support Plan:** We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the Matter Management Software, on-site and off-site technical and administrative support plan options , technology driven price adjustments and training opportunities for staff. Maintenance and upgrades for one (1) year must be included as part of base proposal. In addition, if individual University of Connecticut departments or schools are currently using a version of the bidder's software, then bidder's proposal should include costs, if any, to upgrade or convert existing licenses for inclusion in site license as it pertains to this RFP (Part 6.3). Such costs (if any) must be provided as line items.
- 3.2 **Term of Contract:** The University of Connecticut plans to award a contract from this RFP for an anticipated term of twelve (12) to twenty-four months from date of award for purchase and implementation. Thereafter, license fees, support and maintenance will be renewed on an annual basis, by written amendment to the original agreement, executed by both parties.
- 3.3 **Contract Commencement:** The contract commencement date shall be negotiated for the earliest date after contract award. Vendor should specify the best possible start date in days after receipt of award of a purchase order.
- 3.4 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated Matter Management Software 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, addenda or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

The University of Connecticut reserves the right to reject any bid 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.

- 3.5 **Specifications:** The specifications in Part VII Pricing must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation. See 3.8.3 for additional details.
- 3.6 **Estimated Timetable:** The following schedule will apply to this RFP.

Release of RFP	September 16, 2010
Mandatory Pre-proposal Conference	There is no pre-proposal conference scheduled
Closing Date for Inquiries	September 22, 2010
Submission of RFP Due	October 12, 2010, 2:00 p.m. local time
Vendor Presentations (if necessary)	To be determined
Anticipated Award Date	On or before December 15, 2010

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

University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2621
Fax: (860) 486-5051
E-mail: penny.guerin@uconn.edu

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

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

- 3.8.1 An original and six (6) copies of the proposal, along with a CD containing the proposal, must be submitted in a sealed envelope or box and sent to:

University of Connecticut
Purchasing Department
Attention: Penny Guerin
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076

Reference RFP No. PG091610
"Matter Management Software "

On or before 2:00 p.m. on October 12, 2010

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

Any RFP proposal received after the date and time stated in Section 3.8.1 will not be considered and will be returned to the Vendor unopened.

- 3.8.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 3.8.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and five (5) copies of the proposal shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three- (3) hole punched and submitted in three-ring, loose-leaf binders.

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

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 3.8.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

3.8.4 Pricing instructions are provided in Part **VII**.

3.8.5 All required signatures must be affixed in Part **VII, X, XI, XIV**.

3.8.6 At the specified time stated in 3.8.1, 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.

3.9 **Pre-Proposal Conference:** There is no pre-proposal conference scheduled for this RFP.

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

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

3.12 **Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP and will be posted on the University of Connecticut Purchasing Department website, as well as the State of Connecticut Department of Administrative Services Procurement website. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the 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 X, Form of Proposal.)

PART IV TERMS AND CONDITIONS

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

- 4.0 **Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with paragraph 4.1 below will issue an acceptance of the proposal offer.
- 4.1 **Contract Format:** The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Vendor, superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A sample of the agreement template can be found at the end of this RFP.
- 4.2 **Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Matter Management Software Vendor citing the instances of noncompliance with the contract.
 - 4.2.1 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.
 - 4.2.2 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.
 - 4.2.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
 - 4.2.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 4.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 4.4 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 4.5 **Notification of Selected Vendor:**
It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before December 15, 2010. All Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 4.6 **Contract Commencement:** The contract will commence on or about December 15, 2010 with service commencing on or about December 15, 2010.
- 4.7 **RFP Status and Submission Information:**
 - 4.7.1 **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 School. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the School 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.

- 4.7.2 **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 that 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.

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

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

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

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 3.7, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 3.8.1 provided they are then fully in conformance with these terms and conditions.

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

4.8 **Indemnification Requirements:**

- 4.8.1 **Hold Harmless:** The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract.

The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "hold harmless" agreements. In the event of a loss by the vendor or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the

General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner.

4.8.2 **Liens:** The successful Matter Management Software 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 equipment and services by or to the Matter Management Software Vendor.

4.8.3 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

4.8.4 **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.

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

4.9.1 **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 4.15.3 for clarification.)

4.9.2 **Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's overall 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:

- 4.9.2.1 Resolving minor differences and informalities
- 4.9.2.2 Clarifying necessary details and responsibilities
- 4.9.2.3 Emphasizing important issues and points
- 4.9.2.4 Receiving assurances from proposers
- 4.9.2.5 Exploring ways to improve the final contract

4.10 **Standard Terms and Conditions:**

4.10.1 **Business Relationship Affidavit:** The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement. The University may terminate any Agreement if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

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

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

- 4.10.3 **Equal Employment Opportunity Requirements:** In entering into any contract resulting from this RFP, the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

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

- 4.10.4 **Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.
- 4.10.5 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 4.10.6 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 4.10.7 **Warranty:** The proposer 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. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

4.11 Responsibilities of the Vendor:

- 4.11.1 **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 supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 4.11.2 **Representations:** Each firm, by submitting a proposal, represents that it:
- 4.11.2.1 Has read and completely understands the proposal documents.
 - 4.11.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

4.12 Repairs to Property Damage:

- 4.12 Existing facilities damaged during installation and/or service by the Vendor, the Vendor 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.

4.13 Delivery Requirements:

Delivery and installation information for any contract resulting from this RFP will be to Office of Diversity and Equity, 241 Glenbrook Road Unit 2175, Storrs, CT 06269 and . Information Security Office, 196 Auditorium Road Unit 3138, Storrs, CT 06269.

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

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

visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

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

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

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

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

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

Visitor Parking

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

Load Zones

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

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

4.14 Insurance Requirements:

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

- 1) **Worker's Compensation Insurance:** Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.
- 2) **Public Liability Insurance** \$1,000,000.00.

3) Property Damage Insurance \$1,000,000.00.

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

The University of Connecticut must be named "additional insured" on the certificate.

4.15 RFP Evaluation:

- 4.15.1 **RFP Evaluation Criteria:** The award of a contract will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University of Connecticut. The contract award will be based on a points-earned matrix derived from a pricing and technical evaluation as outlined below

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

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

A. Software Characteristics

⇒ Most comprehensive software which meets or exceeds the desired characteristics and technical specifications as described herein.

Maximum Points Available: 40

B. Price.

⇒ Lowest pricing structure, which best meets or exceeds specifications.

Maximum Points Available: 25

C. References.

⇒ References from other universities or institutions currently using vendor's software and whose requirements are similar to those outlined herein.

Maximum Point Available: 10

D. Ease of Use

⇒ Ease of use/operation with regard to staff.

Maximum Points Available: 15

E. Compliance

⇒ Vendor's compliance with the terms and conditions of RFP.

Maximum Points Available: 10

Total Maximum Points Available: 100

- 4.15.2 **Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.
- 4.15.3 **Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.
- 4.15.4 **Review of References:** Each proposer is required to provide a customer list with a minimum of five (5), **but not more than ten (10)** complex organizations similar to higher education institutions with which it has a Matter Management Software Agreement. Two educational institutions of the size and scope of the University of Connecticut should be included. Please include name, title, telephone number and **e-mail address** of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.** The University reserves the right, but is not obligated, to contact and review any Matter Management Software program of any institution by any proposer as a reference.
- 4.15.5 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 any Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement. (s)
- 4.15.6 **Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:
- 4.15.6.1 Financial resources.
 - 4.15.6.2 Personnel resources.
 - 4.15.6.3 Executives and key person resumes.
 - 4.15.6.4 Ability to meet delivery and support schedules.
 - 4.15.6.5 Ability to meet specifications and quality requirements.
- 4.15.7 **Requests for Clarification by Proposers:** Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made via e-mail to penny.guerin@uconn.edu

The University will provide a written response to all written requests for clarification within five (5) business days after the close of the inquiry period in 3.6. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 3.6. The University's response to any request for clarification will be provided contemporaneously by the University to each party known to have received this RFP.

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

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

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

4.16 Communications between the University and the Proponent:

- 4.16.1 **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:
- 4.16.2 Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.
- 4.16.3 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.16.4 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 may include but not be limited to:

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

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

4.17 License:

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

4.18 Advertising/Sponsorship Opportunities:

In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency's services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University.

4.19 Licensed Merchandise:

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

4.20 Patent and Copyright

- 4.20.1 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 any contract resulting from this RFP.
- 4.20.2 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 any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.
- 4.20.3 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.

4.21 **Confidential Information:**

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

4.22 **Ethical Considerations:**

The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**

The laws of the State of Connecticut provide it is a felony to offer, promise or give anything of value or benefit to a State employee with intent to influence that employee's acts, opinion, judgment or exercise of discretion with respect to that employee's duty. Evidence of violation of this statute will be turned over to the proper prosecuting attorney. See code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. **Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

4.23 **Mandatory Affidavits**

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

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

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

4.24 **Financial Statement:**

As a mandatory requirement of this RFP all participating Vendors must submit the most current, within the last 12 months, audited "Financial Statement", with their bid response package.

4.25 **Joint Ventures:**

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

4.26 **Executive Orders of the Governor:**

- A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement 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 said contract. The Parties to such Agreement, 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 said Agreement will be 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.
- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement 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 said Agreement. The Parties to said Agreement, 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 opening with the Connecticut State Employment Service.
- C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, 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 instruments as defined in (b) below.
 - (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.
- D. Any Agreement subsequent to this RFP is subject to **Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006**. The Parties to said Agreement, as part of the consideration hereof, agree that:
- (a) The State Contracting Standards Board (“the Board”) may review any subsequent Agreement or 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) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, 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 affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.
- E. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006**. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

4.27 **Ethics and Compliance Reporting**

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

4.28 **Signature Authorization Documentation (Mandatory Submittal):**

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

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

4.29 **State Elections Enforcement Commission (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. See SEEC Form 11 in Part XIV of this bid solicitation.

4.30 **Nondiscrimination Warranties**

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

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

PART V SPECIFICATIONS

5.0 Bidders must address the following requirements in their proposal, detailing how their software meets or exceeds each feature.

5.1 The Matter Management Software must have the following characteristics:

5.1.1 Vendor must demonstrate how software integrates with Microsoft Office products.

Vendor's proposal must include copies of any license agreement that will be incorporated into an award. Terms must be acceptable to University of Connecticut prior to an award and will be incorporated into the University's standard agreement template. A copy of the template is available upon request.

5.1.2 Criteria – The Matter Management Software should include the following functionality:

- 5.1.2.1 Main screen showing case summary with items such as case/matter name, number, type of case, open date, close date, status, name of Case Manager assigned and open fields for the department to customize.
- 5.1.2.2 Ability to view multiple tabs or sets of information from within any one case. Example: summary, notes, documents, contacts, status and reports.
- 5.1.2.3 Ability to add documents, assign a title and author, and link them to a particular case(s).
- 5.1.2.4 Ability to launch documents from a case record.
- 5.1.2.5 Ability to view open cases from the main screen.
- 5.1.2.6 Ability to use document text searching.
- 5.1.2.7 Task Manager included for to-dos related to cases, documents and templates.
- 5.1.2.8 Ability for Case Manager designated as Administrator to assign tasks to other case managers.
- 5.1.2.9 Ability to schedule calendar events within software.
- 5.1.2.10 Ability to list appointments linked to cases.
- 5.1.2.11 Ability to view calendars of other Case Managers and set views to see groups of calendars at a time.
- 5.1.2.12 Ability to upload data to and from Microsoft Office products such as Outlook, Word and Excel.
- 5.1.2.13 Allow Case Managers assigned administrative privileges to customize screens, fields, tabs and reports.
- 5.1.2.14 Include standard reports such as case listing, case status report, case count report – all should be available in summary and detail and have ability to report on a particular point in time by various criteria such as case manager, case type, or the department's customized fields.
- 5.1.2.15 Reports should include ability to use data to generate multiple types of graphs and tables within report.
- 5.1.2.16 Allow user to create customized reports within software.
- 5.1.2.17 Section within case file to include notes and phone calls, recorded by date.
- 5.1.2.18 Create documents to be used as templates and located in an area accessible by all users.
- 5.1.2.19 Allow Case Manager with administrative privileges to assign security levels and access to cases or fields within cases.
- 5.1.2.20 Contact information files to include name, address, phone, fax and cell of people who may or may not be connected with cases.
- 5.1.2.21 Ability to link contacts and their information to particular cases.
- 5.1.2.22 Unlimited number of summary and status entries.

5.1.3 Additional desired functionality:

- 5.1.3.1 Message section on main screen where administrator can include messages, comments or deadlines for all users to view.
 - 5.1.3.2 Ability to replace fields not used by the department with customized fields.
 - 5.1.3.3 Ability to view a list of cases user is working on from main screen with one click.
 - 5.1.3.4 Drag and drop ability to add files by dragging over link/file to bring into Case Management Software.
 - 5.1.3.5 Vendor should demonstrate experience with and explain method for converting and importing the current data from Microsoft Excel and Access into the Case Matter Software.
 - 5.1.3.6 Ability to spell check documents, notes and data within each case file.
- 5.2 The vendor **must** specify:
- 5.2.1 Minimum and recommended system hardware requirements.
 - 5.2.2 Operating system requirements including version and patch levels.
 - 5.2.3 Authentication system requirements.
 - 5.2.4 Describe how the software would integrate with the University's authentication system: Jasig-CAS
 - 5.2.5 Web server requirements and environments supported.
 - 5.2.6 Application requirements and environments.
 - 5.2.7 Database requirements and environments including versions and patch levels. The primary supported database is Oracle, although we will consider other databases.
 - 5.2.8 Minimum and recommended storage requirements.
 - 5.2.9 Expected storage growth per year based on 100 new cases.
 - 5.2.10 Microsoft operating systems compatibility.
 - 5.2.11 Encryption and security levels.
 - 5.2.12 File format data is stored in. UConn would prefer open standards over proprietary formats.
 - 5.2.13 Size of scanned documents: If we scanned 10 pages, what is the size metric?
 - 5.2.14 How we would export information from the software in the event we needed to extract data.
 - 5.2.15 If software installation is provided by the vendor at no additional charge.
 - 5.2.16 We will have approximately twenty (20) users. If we purchase a single system, please detail the software's ability to segment among groups.
- 5.3 Web Design Criteria
- 5.3.1 The University of Connecticut has web design standards that apply to all University-related web sites (a template is available). All pages in the vendor's site must be developed in accordance with these standards and must be approved by the University. The vendor will make minor modifications to the web site text during the term of the contract at the request of the University at no charge.
 - 5.3.2 Unless authorized by the University of Connecticut, there will be no advertising of any kind allowed on any of the pages of the web site.
 - 5.3.3 Software web pages must comply with the State of Connecticut's University Web Site Accessibility Policy for State Web Sites (<http://www.access.state.ct.us/policies/accesspolicy40.html>). Vendor responses must address software web site compliance with each of the state policy's checklist points (<http://www.access.state.ct.us/policies/accesspolicy40.html#Checklist>).
- 5.4 Vendor Support Criteria
- 5.4.1 The vendor will provide telephone support during normal business hours (Eastern Time).
 - 5.4.2 When the software is completely unavailable, the vendor will respond to service calls within thirty (30) minutes and repair the problem within four (4) hours.
 - 5.4.3 When performance of the software is degraded, the vendor will respond to service calls within two (2) hours and repair the problem within eight (8) hours.
 - 5.4.4 The vendor will notify the University through email or telephone within one hour when a problem exists on the web site. Problems of concern include, but are not limited to: software web site is unavailable; online transactions time out.

- 5.4.5 Define training and documentation services and provide pricing.
 - 5.4.5.1 Vendor shall indicate how prospective attendees who require accommodations will be accommodated.
 - 5.4.5.2 Define if technical and user documentation and training materials delivered by the vendor include alternative keyboard commands that may be substituted for mouse commands.
 - 5.4.5.3 Define if technical and user documentation and training materials are available in both printed and digital form.

5.5 Vendor Qualifications

- 5.5.1 Describe the management of the vendor's physical data center: backup power, access control, business continuity plan, and disaster recovery plan.
- 5.5.2 Describe software security monitoring protocols.
- 5.5.3 Describe network security and firewall configuration and monitoring.
- 5.5.4 Describe how the vendor works with clients to set requirements for future upgrades.
- 5.5.5 Describe the vendor's strategy for resolving application bugs that occur between releases.
- 5.5.6 Describe the vendor's scheduled maintenance windows that would disrupt service, either partially or completely.
- 5.5.7 Describe the amount of notice the vendor provides customers for unscheduled maintenance.
- 5.5.8 Define if programming changes are performed globally or for individual customers.
- 5.5.9 Describe web accessibility testing that is performed on each web page and on new releases, bug fixes, and patches.

5.6 Confidentiality Agreement

The successful Vendor will be required to sign the University of Connecticut's confidentiality agreement. A sample of the agreement can be found in Part XIV of this document

5.7 Software Development:

Please describe the accessibility testing that the vendor performs on each deliverable (code written for the University or code written to customize commercial off the shelf software) and each enhancement (updates, new releases, versions, upgrades, improvements, bug fixes, patches or other modifications to the software) to ensure that it meets the accessibility requirements as itemized above.

PART VI REQUIREMENTS

6.0 Information Provided by the University:

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

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

Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 3 of this document.

6.1 Base Proposal Requirements:

In support of its financial and operational goals and objectives, each Vendor will provide a detailed Plan. The Plan should also include assumptions and relationship commitments required to obtain those goals and objectives.

The Plan should describe the programs and/or resources, which support the likelihood of achieving the identified objectives. The Plan should also include support and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The Plan represents an opportunity for each proposer to provide examples of its innovation operational opportunities and understanding of the University communities and objectives.

The future businesses of the selected Vendor might include an expanded or reduced complement of services and support. The Vendor is encouraged to anticipate the inevitability of change and provide specific recommendations for a dynamic relationship, which could take advantage of newly discovered opportunities without unduly limiting or committing each party to unforeseen circumstances that may preclude the intended outcome.

6.2 Software Site License definition

A mandatory requirement of this proposal will be the Vendors contractual acknowledgement through the Software License Agreement, that the University of Connecticut and all its regional campuses, inclusive of the School of Law and the Health Center, will be considered a single 'Site' location for all software license agreements related directly or indirectly to this agreement.

6.3 Maintenance and Support

The Vendor must also provide detailed information on support and maintenance of their proposed Software.

6.4 Responsibility of those performing the work

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

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

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

The vendor and its employees will not disclose information acquired in connection with the performance of services under this agreement which is proprietary or confidential in nature to the University without written permission from the University. This confidentiality will continue to be in effect even after the contract has been completed or terminated for any reason.

6.5 Purchase Orders and Subcontractors

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

6.6 Freight

All shipments will be FOB Destination-Full Freight Allowed. Cost of shipment will be imbedded in the purchase price of the item being purchased.

6.7 Shipments

All shipments to the University will be delivered **inside to the room(s) designated upon contract award**.

6.8 Payment Terms

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

PART VII PRICING

7.0 Evaluation

The evaluation process outlined in Part IV will determine which vendor has proposed the best overall package, meeting all of the University's needs to provide Matter Management Software.

7.1 Cost

All costs associated with the software and subsequent maintenance must be provided in a section titled "Response to Part VII - Pricing", separated from the rest of the proposal. Price(s) for the software, any related modules, licenses, volume discounts, software installation, training options, data conversion, support and maintenance should be included.

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

FIRM: _____ DATE: _____

BY: _____ TITLE: _____

Print Name TELEPHONE: _____

e-mail

PART VIII REFERENCES

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

References: Institution Contact Telephone No.

Reference #1 _____

e-mail: _____

Reference #2 _____

e-mail: _____

Reference #3 _____

e-mail: _____

Reference #4 _____

e-mail: _____

Reference #5 _____

e-mail: _____

PART IX
ATTENTION VENDORS

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

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

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

NOTICE TO PROSPECTIVE BIDDERS

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

PART X
FORM OF PROPOSAL

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

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

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

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

F.E.I.N. #: _____

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding 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.

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__

PART IV - Bidder Employment Information

Date:

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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(Revised 3/9/99)

PART XII
ATTACHMENT A
Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent 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 the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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 to state that 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 worker's 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2)) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's 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 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) of the General Statutes

(b) 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

PART XIII

INSTRUCTIONS TO BIDDERS

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

PART XIV
AWARD AND CONTRACT

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

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

These Agreed Specification of Services is part of the Purchase Order for the **UNIVERSITY OF CONNECTICUT** (**Insert Specific Contract Number**) (hereinafter “the UConn Contract”) between the UNIVERSITY OF CONNECTICUT and **{Insert Vendor Name}** (hereinafter “XXXX”) with regard to data available to XXXX during the repair and/or replacement of computer hard drives performed by XXXX on behalf of the UNIVERSITY OF CONNECTICUT (hereinafter “UConn”). These Agreed Specification of Services is intended to provide detailed instructions to XXXX in accordance with UConn’s policy on private information and confidentiality.

In the event that any terms and conditions contained herein are in conflict with the terms and conditions set forth in the UConn Contract, the terms and conditions set forth in this Addendum shall be deemed to be the controlling terms and conditions with regards to data recovery and/or hard drive replacement by XXXX on behalf of UConn.

The following terms and conditions hereby apply:

1. In the course of providing technical support functions for computers containing University data, XXXX may have access to data associated with prospective and/or enrolled students; such information may be subject to the Family Educational Rights and Privacy Act (“FERPA”), 20 U.S.C. 1232g, *et seq.* and the regulations promulgated there under. Such information is considered confidential and therefore protected. Such information shall not be disclosed or shared with any third-party by XXXX, except as permitted by the terms of the UConn Contract or this Addendum or to subcontractors whose services are necessary for XXXX to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of XXXX under this Addendum.
2. UConn and XXXX agree that in the event any person(s) seek to access protected and confidential data or information, whether in accordance with FERPA or other Federal or relevant State law or regulations, that XXXX will immediately inform UConn of such request in writing if allowed by law or judicial and/or administrative order. XXXX shall only retrieve such data or information upon receipt of, and in accordance with, written directions by UConn. XXXX shall not provide direct access to such data or information or respond to individual requests. Rather, all data or information retrieved by XXXX shall be provided to UConn. It shall be UConn’s sole responsibility to respond to requests for data or information received by XXXX regarding University data or information. Should XXXX receive a court order or lawfully issued subpoena seeking the release of such data or information, XXXX shall provide immediate notification to UConn of its receipt of such court order or lawfully issued subpoena and shall immediately provide UConn with a copy of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order.
3. The data available to XXXX in the course of providing technical support on behalf of UConn may also contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with UConn. Information related to such individuals may be protected by Federal and/or State laws and regulations, and/or established industry standards. {In particular, the contents of such data or information stored and maintained by XXXX may be protected by the Health Insurance Portability and Accountability Act (“HIPAA”), Gramm-Leach Bliley Act (“GLBA”), Electronic Communications Privacy Act (ECPA), and/or other State or Federal laws as amended from time to time, or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.} As a result, data or information to which XXXX may become privy as a result of the Agreement shall not be disclosed or shared with any third-party by XXXX, except as permitted by the terms of the Agreement or this Addendum or to subcontractors whose services are necessary for XXXX

to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of XXXX under this Addendum. UConn and XXXX agree that in the event any person(s) seek to access protected and confidential data or information, that such access shall be through UConn, and that XXXX shall only retrieve such data or information as identified by UConn or as otherwise required by Federal and/or State law. XXXX shall not provide direct access to such data or information or respond to individual requests. Should XXXX receive a court order or lawfully issued subpoena seeking the release of such data or information, XXXX shall immediately inform UConn of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information, if allowed by law or judicial and/or administrative order

4. The parties agree that any breach of the confidentiality obligation set forth in the Agreement and/or this Addendum may, at UConn's discretion, result in cancellation of this agreement and the eligibility for XXXX to receive any information from UConn for a period of not less than five (5) years. In addition, XXXX agrees to indemnify and hold the University harmless for any loss, cost, damage or expense suffered by UConn as a direct result of such breach.
5. In the event that a security breach of its systems or processes exposes UConn's confidential data or information to a third party, XXXX will take immediate steps to limit and mitigate such security breach as well as provide immediate notification and information, if known, regarding the breach to UConn.
6. For the purpose of notification to UConn, the following individuals, or their successors, should be contacted, by phone, fax and in writing:
 - Jason Pufahl, Director of Infrastructure and Security, University Information Technology Services, University of Connecticut, 196 Auditorium Road, Unit 3138, Storrs, Connecticut 06269-3138, Phone: (860) 486-3743; Fax: (860) 486-5744, Email: jason.pufahl@uconn.edu
 - Rachel Krinsky Rudnick, JD, CIPP, University Privacy Officer, Office of Audit, Compliance & Ethics, University of Connecticut, 9 Walters Avenue, Unit 5084, Storrs, Connecticut 06269-5084, Phone: (860) 486-5256, Fax: (860) 486-4527, Email: rachel.krinsky@uconn.edu
7. Upon expiration or termination of the Agreement, XXXX shall return and/or destroy all data or information received from UConn upon, and in accordance with, direction from UConn. XXXX shall not retain copies of any data or information received from UConn once UConn has directed XXXX as to how such information shall be returned to UConn and/or destroyed. Furthermore, XXXX shall ensure that they dispose of any and all data or information received from UConn in a UConn-approved manner that maintains the confidentiality of the contents of such records (e.g. shredding paper records, erasing and reformatting hard drives, erasing and/or physically destroying any portable electronic devices).
8. XXXX agrees that it shall not disclose, provide or otherwise make available the Software, or other proprietary or confidential information disclosed to XXXX by UConn (such information collectively referred to as the "Confidential Information"), to any person other than authorized employees, and those employees or agents of XXXX whose use of or access to the Confidential Information is necessary in connection with XXXX's exercise of its rights granted under this Agreement. XXXX further agrees that it shall not use Confidential Information for any purpose other than in the performance of this Agreement. XXXX shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall secure written agreements from all employees, agents or contractors having access to the Confidential Information indicating that such employees, agents or contractors understand the commercially reasonable precautions in place, and agree to abide by such precautions.

Except as expressly agreed to herein, all other terms and conditions of the Agreement shall remain in full force and effect.

UNIVERSITY OF CONNECTICUT

Vendor Name

By: _____

By: _____

Print Name: _____

Print Name: _____

Print Title: _____

Print Title: _____

Date: _____

Date: _____



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

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided: _____

Is the consultant a former State employee or former public official?

☐ YES

☐ NO

If YES: _____
Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name (of above)

Awarding State Agency

Sworn and subscribed before me on this _____ day of _____, 200__.

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut's Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

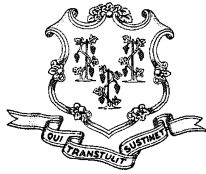
Firm or Corporation (if applicable)

Street Address

City

State Zip

Awarding State Agency

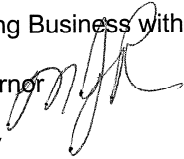


M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor 

Subject: State Ethics Policy

Date: September 28, 2004

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

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

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

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

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

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

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

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.

University of Connecticut



Purchasing Agreement for

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

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

and

hereinafter "**Contractor**"

University Contract Administrator/Phone

Contractor Contact/Phone

Section 1

DEFINITIONS (if any):

- A.
- B.
- C.

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

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

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

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

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

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

1.3.1 **Payment/Pricing Terms:**

1.4 **Detailed Contractor Responsibilities:**

1.4.1 **Responsibilities:** Contractor will provide the following Services:

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

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

1.5. **University Responsibilities:** University will . . .

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

If to the University* [name/address]:

If to the Contractor* [name/address]:

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

Section 2 - State of Connecticut Required Terms and Conditions

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

- 2.1. **Statutory Authority.** Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. **Claims.** The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. **Insurance.** The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. **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 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" includes any extension or modification of the contract, "contractor" includes any successors or assigns of the 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

EXHIBIT A



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.

CERTIFIED RESOLUTION

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

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

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

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

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

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

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

(Name), Secretary

(Corporate Seal or "L.S. ")