



The University of Connecticut

REQUEST FOR PROPOSAL

RFP Number: KW082610

**Provide Graphic Design Services for the
Division of Athletics' Website and Publications**

Proposal Release Date

August 26, 2010

Proposal Due Date:

September 16, 2010

Issued By: Karen White
Purchasing Agent
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TABLE OF CONTENTS

Organization of RFP: This RFP is organized as follows:

Preface:

Part I	Overview
Part II	Demographics
Part III	Definitions
Part IV	Introduction
Part V	Terms and Conditions
Part VI	Requirements
Part VII	Performance Specifications and Vendor Requirements
Part VIII	Connecticut Colleges Purchasing Group (CCPG)
Part IX	References
Part X	Attention Vendors
Part XI	Form of Proposal
Part XII	Notification to Bidders
Part XIII	Connecticut General Statutes 4a-60
Part XIV	Instructions to Bidders
Part XV	Award and Contract
	Affidavits

PART I - OVERVIEW

The University of Connecticut is soliciting proposals from experienced and qualified Vendors to provide the University with Graphic Design Services for the Division of Athletics' website and publications. The specifications and requirements which must be addressed in vendors' responses can be found in Part VII, Specifications and Vendor Requirements.

PART II

DEMOGRAPHICS

UConn is a public research university and academic health center with 8 campuses enrolling approximately 29,500 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 - DEFINITIONS

DEFINITIONS

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

PART IV - INTRODUCTION

- 4.0 Scope:** The University of Connecticut is seeking proposals from qualified suppliers to provide graphic design services for the Division of Athletics' website and publications. The University will provide a long-term commitment to create a most effective and dynamic relationship. Our objective is to create a model relationship, which now, and in the future, sets the standard for a relationship between the education and business communities.
- 4.1 Term of Contract:** The University plans to award a contract from this RFP for an anticipated overall period of one (1) year with a renewal option of four (4) additional one year periods. Said option will only be exercised upon satisfactory performance and by mutual consent of both parties to any contract resulting from this RFP. Such intent to renew shall be conveyed to the vendor sixty (60) days prior to the effective date.
- 4.2 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.
- 4.3 Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

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

- 4.5 Specifications:** The specifications in Part VII 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 4.8.3 for additional details.
- 4.6 Estimated Timetable:** The following schedule will apply to this RFP.

Release of RFP	August 26, 2010
Closing Date for Inquiries	September 8, 2010
Submission of RFP Due	September 16, 2010, 2:00 p.m.
Vendor Presentations (if necessary)	To be determined
Anticipated Award Date	October 1, 2010

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

Karen White
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2621
Fax: (860) 486-5051
<mailto:karen.white@uconn.edu>

- 4.8 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.

- 4.8.1** An original and three (3) copies of the proposal, along with a CD containing the proposal and portfolio of samples, must be submitted in a sealed envelope or box and sent to:

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

Reference RFP No. KW082610
Provide Graphic Design Services for the Division of Athletics website & publications.
On or before 2:00 p.m. on September 16, 2010

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

Any RFP proposal received after the date and time stated in Section 4.8.1 will not be considered and will be returned to the Vendor unopened.

- 4.8.2** 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.
- 4.8.3** 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 three (3) 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 4.8.1. 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.

- 4.8.4** Pricing must be provided separately from Vendor's detailed proposal. Failure to provide pricing as requested may be sufficient reason to reject a proposal as noncompliant.
- 4.8.5** All required signatures must be affixed in Part VII, VIII, XI, XII.

4.8.6 At the specified time stated in 4.8.1, 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.

4.8.7 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.

4.8.8 Evidence of your firm's previous experience with similar engagements as shown by a portfolio of samples submitted on a CD and listed references.

4.9 Pre-Proposal Conference: There is no pre-proposal conference scheduled.

4.10 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.

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

4.12 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 XI, Form of Proposal.)

PART V
TERMS AND CONDITIONS

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

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

5.1 Contract Format: At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected bidder:

5.1.1 Accept a proposal as written by issuing a written "Notice of Award" to the selected bidder which refers to this RFP and accepts the proposal as submitted; or

5.1.2 Enter into negotiations with one or more bidders in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this RFP, the proposal submitted by the selected bidder and the negotiations concerning these.

5.1.3 Because the University may use the alternative described in paragraph 5.1.1 above, each bidder should include in its written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

5.1.3.1 The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.

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

5.1.3.3 The selected bidder shall, within ten (10) calendar days after receipt of a "Notice of Award", enter into a written contract with the University.

5.1.3.4 The contract, when duly executed, shall represent the entire agreement between the parties.

5.1.3.5 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

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

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

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

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

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

5.3 Contract Modification: All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

- 5.4 **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.
- 5.5 **Notification of Selected Vendor:** It is the University's intention to review proposals, complete contract negotiations and execute an Agreement on or before October 1, 2010. All Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 5.6 **Term of Contract:** The initial term of any contract resulting from this RFP will be for a one (1) year period from date of award, with a renewal option of four (4) additional one year periods. Said option will only be exercised upon satisfactory performance and by mutual consent of both parties to any contract resulting from this RFP. Such intent to renew shall be conveyed to the vendor sixty (60) days prior to the effective date.

5.7 **RFP Status and Submission Information:**

5.7.1 **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 University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.

5.7.2 **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.

5.7.3 **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.

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

5.7.5 **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 4.7, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.81 provided they are then fully in conformance with these terms and conditions.

5.7.6 **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.

5.8 **Indemnification Requirements:**

5.8.1 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.

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

5.8.3 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.

5.8.4 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.

5.9 Pre-Award Presentations and Negotiations:

5.9.1 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 5.15.3 for clarification.)

5.9.2 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:

- 5.9.2.1** Resolving minor differences and informalities
- 5.9.2.2** Clarifying necessary details and responsibilities
- 5.9.2.3** Emphasizing important issues and points
- 5.9.2.4** Receiving assurances from proposers
- 5.9.2.5** Exploring ways to improve the final contract

5.10 Standard Terms and Conditions:

5.10.1 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.

- 5.10.2 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, religion, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

- 5.10.3 Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.

- 5.10.4 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

- 5.10.5 Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.

- 5.10.6 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.

5.11 Responsibilities of the Vendor:

- 5.11.1 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.

- 5.11.2 Representations:** Each firm, by submitting a proposal, represents that it:

5.11.2.1 Has read and completely understands the proposal documents.

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

- 5.12 Repairs to Property Damage:** 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.

5.13 Delivery Requirements:

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

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

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

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

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

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

Visitor Parking

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

Load Zones

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

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

5.14 RFP Evaluation:

5.14.1 RFP Evaluation Criteria: The award of an Agreement to provide graphic design services for the Division of Athletics' Website and Publications will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. 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.

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

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. Quality, quantity, complexity and nature of the firm's experience in providing design services to institutions similar to the University of Connecticut, Division of Athletics as evidenced by portfolio. Portfolio should demonstrate the firm's innovative and outstanding work as well as the firm's unique qualifications to provide these services. **Maximum points available: 25**

B. Approach in methodology with respect to the anticipated scope of services, as evidenced in bidder's proposal, which demonstrates maximum comprehensive of and ability to provide such services. **Maximum points available: 20**

C. Demonstrated customer satisfaction on previous projects of similar size and scope as evidenced through contracts with references provided by both the respondent and those identified by the University. **Maximum points available: 15**

D. Ability, availability, and experience of employees to be assigned to the project. **Maximum points available: 20**

E. Price (Fee structure) based on the respondent's proposal to meet all University requirements herein. **Maximum points available: 20**

Total maximum points available: 100

- Pricing should not include photography and printing services

5.14.2 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.

5.14.3 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.

5.14.4 Review of References: Each proposer is required to provide a customer list with a minimum of three (3) educational institutions with which it has an Agreement to provide **graphic design services for an athletic department**. At minimum, two educational institutions must be of the size and scope of the University. Please include name, title, telephone number and e-mail address of a contact person at each institution. The University reserves the right, but is not obligated to, contact and review the program of any institution by any proposer as a reference. (See Part IX.)

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

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

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

- 5.15.7.1** Financial resources.
- 5.15.7.2** Personnel resources.
- 5.15.7.3** Executives and key person resumes.
- 5.15.7.4** Ability to meet delivery and support schedules.
- 5.15.7.5** Ability to meet specifications and quality requirements.

5.15.8 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.

- 5.15.9 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.

5.15 Communications between the University and the Proponent:

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

5.16 Formal Communications:

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

- A. Pre-Proposal Conference (if applicable)
- B. Oral Presentations (if applicable)
- C. Pre-Award Negotiations

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 5.16.1 AND 5.16.2 ABOVE, MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

- 5.17 License:** An Agreement will not grant the Vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 5.18 Licensed Merchandise:** Pre-authorization must be received from the University for the use of University's names, marks, and logos.
- 5.19 Patent and Copyright:**

- 5.19.1** The Vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in commitment with the Agreement.
- 5.19.2** The Vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of the Agreement including its use by the owner, unless otherwise specifically stipulated.

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

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

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

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

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

5.22 Ethical Considerations

5.22.1 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).**

5.22.2 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.**

5.23 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.

5.24 Advertising

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.

5.25 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

5.26 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.

5.27 **Joint Venture:**

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.

5.28 **Ethics and Compliance Reporting**

In accordance with the University's compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report

such matters anonymously. Such persons may also directly contact the University's compliance office at: Office of Audit, Compliance, and Ethics, 9 Walters Avenue, Unit 5084, Storrs, CT 06269-5084; Phone 860-486-4526; Fax 860-486-4527. As a provider of goods and/or services to the University, you are hereby required to notify your employees, as well as any subcontractors, who are involved in the implementation of this contract, of this reporting mechanism.

5.29 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>

5.30 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 XV of this bid solicitation.

5.31 PA07-142 Compliance

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 with the affidavits in this document or at:

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

PART VI - REQUIREMENTS

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

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

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

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

6.2 Materials Ownership - All materials including, but not limited to film (including prep and stripped, final film), negatives, computer media, artwork, source code, proofs and mechanicals generated during the production of any job based on an award resulting from this RFP will become the property of the University of Connecticut.

6.3 Graphic Standards Compliance - Vendor will be responsible for strict compliance with the University's graphic standards. Written standards will be provided. If vendor fails to comply or makes alterations without express written approval from the University Purchasing Department, vendor's invoices will not be paid.

6.4 The University reserves the right to add additional items to any contract resulting from this RFP based on the needs of the University and the pricing contained herein, Part 9.

PART VII - PSPECIFICATIONS AND VENDOR REQUIREMENTS

7.1 **Project Scope:**

- **Interactive Web-Based Guides:** Design direction and art provided by UConn. This includes all layout, design and development of entire guide using HTML, PHP, Flash, CSS and any other necessary web standards. Once the guide is completed, the entire bundle of files should be provided to UConn to place on its website. Four-week turnaround needed on each project.
- **Recruiting Websites:** Create a recruiting website for assorted UConn sports, using interactive elements including, but not limited to, audio, video, pop-ups, hyperlinked information, etc. Four-to-six week turnaround needed on each project.
- **Interactive PDF-based Guides:** Take a finished PDF for assorted UConn sports and add digital audio and video elements to create an interactive PDF file. Interactive elements will include, but not limited to, audio, video, pop-ups, hyperlinked information, etc. Four-to-six week turnaround needed on each project.
- **Assorted Media Guide Covers:** Design four (4) 8.5" x 11" color covers. Design direction and art provided by UConn. Two-three week turnaround needed.
- **Assorted Media Guide Design:** Design publications ranging in size from 20 pages to 208 pages. All copy and art provided by UConn. Complete project time is approximately six-to-eight (6-8) weeks.
- **Assorted Design Projects:** To include, but not limited to, advertisements, banners, logos; Can be for web or print.

7.2 **Equipment and Personnel:** The respondent selected to provide design, typesetting and related graphics services as described herein shall be required to provide all personnel, equipment, materials, supplies and incidentals required to generate, copy, develop and deliver completed product to the University as specified herein.

- 7.2.1 A complete list of all equipment owned, leased or rented by the respondent which will be used to perform the required services for any contract resulting from this RFP must be included with the proposal.
- 7.2.2 A complete list of all personnel who will perform services for any contract resulting from this RFP must be included with the proposal.
- 7.2.3 Evidence of your firm's previous experience with similar engagements as shown by a portfolio of samples and listed references.
- 7.2.4 Respondent's facility must have on-site capability to provide typesetting and/or graphic design services, as required. Respondent must also have FTP or web-based information transfer capability available at their expense. Respondent must have appropriate equipment on-site for all services. Any exception to this condition must be noted herein. Additionally, respondents must identify in their proposal, what portions of the work, if any, would be subcontracted and to whom. The University reserves the right to approve subcontractors.

7.3 **Description of Additional Services to be provided**

- 7.3.1 The vendor must be prepared to meet with University personnel at the requesting departments' location(s).
- 7.3.2 Services to be provided could include, but will not be limited to, consultation, typesetting, proofreading, layout, mechanical or disk preparation, graphic design, illustration, press checks, photo shoots.
- 7.3.3 All original materials, including but not limited to, original copy, artwork, photographs, slides, transparencies, prints and computer media must be returned to the University in same order and condition as received by vendor. The University reserves the right to withhold payment until said materials are returned.
- 7.3.4 All printing solicitations will be done by the University Purchasing Department. Upon completion of design, detailed printing specifications will be submitted to the Purchasing Department for bidding purposes. A format for specifications will be provided. To the extent that a designer or agency providing services on a contract pursuant to this RFP is affiliated with a printing company, that printing company will be prohibited from bidding on that project.

Signature acknowledges that all terms and conditions stated in **Part VII –SPECIFICATIONS AND VENDOR REQUIREMENTS** are accepted and all pricing and related discounts provided in response to **Part VII – PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS**, are accurate and correct.

FIRM: _____

BY: _____

Print Name e-mail

TITLE: _____

DATE: _____

TELEPHONE: _____

PART VIII
CONNECTICUT COLLEGES PURCHASING GROUP

The University of Connecticut is a member of the Connecticut Colleges Purchasing Group (CCPG), a statewide purchasing consortium of educational institutions. As such, the University would like to extend any product pricing resulting from this solicitation for a **Graphic Design Services** Agreement, to all CCPG members as noted below. Bidders may indicate below their preference in this matter.

- I (we) agree that any product pricing resulting from this bid will be extended to the members of the Connecticut Colleges Purchasing Group (CCPG), with the same pricing, terms and conditions as proposed herein.

Yes _____

No _____

Signature

(Title)

Printed Name

(Date)

Current Participating Institutions

Albertus Magnus College
American School for the Deaf
Asnuntuck Community College
Board of Trustees for Community Colleges
Capital Community College
Central Connecticut State University
Charter Oak College
Connecticut State University System
Eastern Connecticut State University
Fairfield University
Gateway Community College
Hartford Seminary
Holy Apostles College & Seminary
Housatonic Community College
Kingswood-Oxford School
Manchester Community College
Middlesex Community College
Mitchell College
Naugatuck Valley Community College

Norwalk Community College
Quinebaug Valley Community College
Quinnipiac University
Rensselaer at Hartford
Sacred Heart University
Saint Joseph College
Southern Connecticut State University
Teikyo Post University
The Hotchkiss School
Three Rivers Community College
Trinity College
Tunxis Community College
University of Connecticut
University of Hartford
University of New Haven
Wesleyan University
Western Connecticut State University
Yale University

The Connecticut Colleges Purchasing Group (CCPG) members may custom configure their system configuration. Vendor pricing will be based upon the quoted discount off the published list price and volume, as proposed in the bid response. All volume and discount levels are based on the total procurements from the University and the CCPG members.

**PART IX
REFERENCES**

Proposals should include five institutions, of similar or the same size, where your organization has provided graphic design services for Athletic websites and publications similar to the services 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. **References will be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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 X
ATTENTION VENDORS

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

	<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 three 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 XI
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 **graphic design services for the Division of Athletics website and publications**, 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. #:_____ **E-MAIL:**_____

PART XII
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.

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

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

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

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

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

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

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

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

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

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

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

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

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

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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		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)	(Telephone)
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**PART XIII
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 capitol 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 XIV
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 XV
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.

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

Page 32 of 43



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

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 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 Contact/Phone

Contractor Contact/Phone

Section 1

Definitions (if any): _____

- A.
- B.
- C.

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

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

OR, OPTIONAL TERM [Note: End date must also be specified]:

Effective upon execution by both parties and approval by the Office of the Attorney General

1.2. **Maximum Amount Payable/Payment Terms:**

1.3. **Contractor Scope of Work:** Contractor agrees to provide the following Services:

1.3.1. **Brief Summary of Services:**

1.3.2. **Detailed Contractor Responsibilities:**

1.4. **Contractor Deliverables/Methods:** Contractor agrees to provide Services in the manner described below:

1.5. **Service Location:** Contractor agrees to provide Services at/for the location described below:

1.6. **Contractor Work Schedule/Deadlines:** Contractor agrees to provide Services in the time frame

described below:

1.7. **University Responsibilities:** University agrees to provide the following:

(Use additional pages as required, referencing page # and section)

1.8. **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 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. **Nondiscrimination.** 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 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, 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 section A 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; (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.

2.6. Executive Orders 3, 17, 16 and 7C. For the purpose of this Section the word "Parties" is substituted for and has the same meaning and effect as if it read "Contractor and University" and references to "contractor" shall mean the "Contractor."

2.6.1 This Agreement is subject to the provisions of **Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this 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 this contract. The Parties to this 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 this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2.6.2 This Agreement is subject to the provisions of **Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this 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 this Agreement. The Parties to this 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 openings with the Connecticut State Employment Service.

2.6.3 This Agreement is subject to the provisions of **Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this 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 instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

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

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

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

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

(a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this 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 not 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 (Chapter 10 of the general statutes) or section 4a-100 of the general 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 purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

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

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 below:

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.

- 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 Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, the University shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, the University may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
- 2.9. Termination for Convenience.
- (a) The University may terminate performance of work under the Contract in whole or in part whenever, for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated [in section ____] above unless cancelled by the University, by giving the Contractor written notice of such intention. The required number of days written notice is _____. In the event that 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 as of the date first written above.

THE UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Date: _____

Title: _____

Date: _____

AGO Approval

By: _____

Print Name: _____

Date: _____

Title: _____

Form Rev. 4/17/2008