REQUEST FOR PROPOSAL

Media Services

RFP# MF112618

Proposal Release Date

November 26, 2018

Proposal Due Date

December 17, 2018 @ 2:00 PM (EDT)

Buyer: Mike Franklin
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076.
Phone: (860) 486-4970
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michael.franklin@uconn.edu
www.purchasing.uconn.edu
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1.0 Introduction

The University of Connecticut (“UConn”) is seeking proposals from qualified and experienced media buying agencies to provide media buying services to the University of Connecticut. The responsibilities of the awarded party include the development of strategic media placement campaigns, the leveraging of buying power with media outlets, and purchasing media space in a variety of mediums, including print, radio, TV, and digital (web, search engines, social media, email, and mobile). The media buyer would work with various constituencies within the University to help identify and solidify the purpose of the ad campaign and to develop a strategic placement plan which meets the intended purpose while working within the pre-established advertising budget. Additional details can be found in section 3.0. Respondents must complete Appendix E to officially communicate their desire to extend, or withhold, the resulting contract to the Connecticut Colleges Purchasing Group (CCPG).

The University expended an average of approximately $2.7M per year over the term of the previous contract for these services. While this information is being provided for informational purposes only, it should not be construed as a future commitment relative to expenditures against the contract resulting from this Request for Proposal.

In furtherance of the University’s and State of Connecticut’s commitment to supporting local, small, and minority business enterprises, UConn encourages Connecticut-based Businesses and S/MBE Firms (each as defined hereinafter) to submit Proposals. Please refer to section 6.1, Definitions, for further details.

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

2.0 Background - About UConn

The University is a Land, Sea, and Space Grant consortium institution which occupies over 4,300 acres, enrolls over 32,000 students, and produces over 8,000 undergraduate, graduate, and professional degrees annually. The main campus is located in Storrs, Connecticut and regional campuses are located in the following Connecticut towns: Avery Point, Hartford, Stamford, and Waterbury. Its academic health center, UConn Health, is located in Farmington, Connecticut. Detailed University demographics are available via the following link: 2018 Fact Sheet.

3.0 Scope of Work

NOTE: A POINT-BY-POINT RESPONSE MUST ACCOMPANY YOUR PROPOSAL.

Please complete Appendix A.

OVERVIEW

The University of Connecticut is seeking proposals from qualified and experienced media buying agencies to provide media buying services to the University of Connecticut. The responsibilities of the awarded party include the development of strategic media placement campaigns, the leveraging of buying power with media outlets, and purchasing media space in a variety of mediums, including but not limited to print, radio, TV, and digital (web, search engines, social media, email, and mobile). The media buyer would work with various constituencies within the University to help identify and solidify the
purpose of the ad campaign, and to develop a strategic placement plan which meets the intended purpose within the predetermined budgetary allowances.

3.1 GEOGRAPHIC PRIORITIES
Academic recruitment media is placed both regionally and nationally, in addition to a small amount of international placement.

3.1.1 UConn Health: The priorities are in the local market, including MA, CT, and NYC.

3.1.2 Storrs: For academic recruitment. The target geographical areas include NYC, NJ, and the DC metro areas. Currently, there is a strong MA presence as well. Internationally, there is a focus on India, China, and the Pacific Rim.

3.2 MARKETING OBJECTIVES (Varies by constituency)

3.2.1 The desire to extend brand messaging and increase patient volumes;

3.2.2 Promote brand awareness and increase traffic to informational sessions/events and inquiries into various program(s);

3.2.3 Increase interest from prospective students, application yield, campus visit, and traffic to the Admissions site;

3.2.4 Promote interest from prospective faculty

3.2.5 Promote research opportunities with industry partners.

3.3 MINIMUM SERVICE REQUIREMENTS

3.3.1 The ability to establish media buying analysis, schedule in a format acceptable to the University, and placement campaign to be developed with specific budgets.

3.3.1.1 The media buying analysis must provide recommendations that include cost, details, and desired outcomes.

3.3.2 Ability to negotiate with advertising representatives for value-added merchandising and leveraging of placement space.

3.3.2.1 Please include considerations for “trade” advertising, defined as the placement of advertisements in exchange for tickets to sporting or performance art events. If this is an option which your firm would like to pursue, please include a percentage based fee based on the value of the advertisement. Fees for services within section 3.3 will be based on a percentage of gross media spend; no retainer fees will be allowed.

The items offered in exchange expressly exclude the Division of Athletics and any tickets for any sporting events. Additionally, all advertising for trade must be reviewed and approved by Procurement Services prior to any commitments being made.

3.3.3 Ability to analyze and recommend best media placement approaches for all media types, including print, radio, TV, billboards, digital (web, search engines, social media, email, and mobile), etc. on a local, regional, national, and international (where applicable) level. Please also include considerations for research demographics and potential audiences.

3.3.4 Please provide what qualitative and quantitative tools are being used, how they determine optimum media mix, and how that translates to a stronger negotiating position for the University.

3.3.5 Please include the ability to provide quarterly reporting on spend, reach, and overall value of placements.
3.3.6 The ability to handle multiple clients within the University community and service each client while also managing the entire University placement schedule to avoid duplication of efforts and to take advantage of volume purchasing.

3.3.7 The ability to buy and place ads across various disciplines for multiple clients within the University community and bill each client directly.

3.3.8 The ability to provide a representative or team to be assigned to the University accounts. Representative or team member must be available at all times for phone consultation.

3.3.9 The ability to work with no retainer fee – fees must be extracted from services provided.

3.3.10 The ability to meet with clients for meetings as needed at locations designated by the University. Additional information related to the location of services is referenced in section 3.6.

3.3.11 The ability to document and manage “make goods” and rebates to the University in a manner acceptable to the University.

3.3.12 The ability to confirm quality of each advertisement placed through tear sheets or other medium(s) as deemed acceptable by the University.

3.3.12.1 Additionally, Proposer must have the ability to verify placements were fulfilled during the time and location agreed upon with media outlets.

3.3.13 No creative development or input is needed, only media strategy placement and appropriate reporting.

3.3.14 The ability to act as the liaison between the University and media outlets in regards to advertisements/creative content.

3.3.15 Within six to eight weeks of the close of a campaign, the awarded firm must provide a full accounting of each campaign after it is complete. This must include an itemized listing of each advertisement’s actual cost, any make-goods, their value, a summary of the estimated audience reached by the campaign, and any credits for the campaign.

3.3.15.1 If a credit is issued, the accounting must also describe how it was applied.

3.3.15.2 Upon completion of digital campaign, analytics, included but not limited to, views, impressions and open/click thru rates must be provided to client along with any calculations of return on investment, if applicable.

3.3.16 For each campaign proposal, the actual advertisement dimensions (not column size) must be specified so that designers can begin their work prior to final approval of the schedule.

3.3.16.1 Additionally, the vendor must provide a media kit that includes print and digital specifications, and instructions on how to prepare files. Vendor will also distribute digital advertisement files to contacted media outlets.

3.3.17 Monitor and optimize advertisement placements during the campaign. Optimization of placements during a campaign should be done in a collaborative fashion with the University, where required.
3.4 ADDED VALUE SERVICE OFFERINGS

3.4.1 In addition to the minimum requirements outlined in section 3.3, please provide a definitive list of additional services your firm can provide and the costs associated with the same. All costs shall be in accordance with section 3.8.

3.4.2 Additional services above and beyond the minimum service requirements outlined in section 3.3 include but are not limited to list brokerage, creative services such as graphic design/layout, or advertisement copywriting and editing. Creative services are being requested as part of the added value service components, **not** part of the minimum service requirements as outlined in section 3.3. If the creative services necessary to complete an advertising placement/campaign are performed by a third party creative team (non-UConn creative team), the University will have a liaison that will be responsible for coordinating efforts between the two firms.

3.5 PROPOSAL REQUIREMENTS

3.5.1 Evidence of your firm’s previous experience with similar engagement as shown by:
   3.5.1.1 A portfolio of sample work (representative ads, various media);
   3.5.1.2 Success metrics of various campaigns; and
   3.5.1.3 Client references.

3.5.2 A complete client list for which you have provided similar services over the past five (5) years, including institutes of higher education with an academic medical center. Please illustrate Connecticut market expertise where applicable. This is to be provided in addition to the reference required as a standard component of this procurement. A detailed description of the services provided must be included with each client reference.

3.5.3 The names and resumes/CV of senior staff from your organization who would be assigned to the University’s account if your firm is selected as the awardee. Please include a description of their experience providing the services outlined herein.

3.5.4 A detailed description, referred to as the Plan, of how your firm plans to provide the services outlined in this RFP. Include a broad description/outline of how your firm will work to provide these services to both the main campus in Storrs, the regional campuses where necessary, and the academic medical center in Farmington, as well as its affiliates. The Plan should also include a sample media plan*, including goal of plan, target audience, budget, and proposed placements.

* If available, the University prefers a sample media plan from a higher education client, otherwise a sample plan for a corporate or non-profit client will suffice. Should a speculative media plan be included, it should consider various factors chosen at the discretion of the Proposer which best demonstrates an understanding of higher education.

3.5.5 A description of your firm’s availability to participate in meetings/and/or telephone consultations with University personnel.

3.5.6 A schedule of fees and a description of how incidental costs, if any, will be charged to the University.
3.6 LOCATION OF SERVICES
Departments requiring media services will primarily be located at the University of Connecticut campus in Storrs, CT and UConn Health in Farmington, CT. The awarded party must be prepared to accommodate the University's needs and attend meetings, when necessary, in both locations when teleconferences are not appropriate. Additional locations may also be serviced, including but not limited to the University of Connecticut Regional Campuses (including the School of Law and the School of Social Work) and UConn Health affiliates located throughout the state of Connecticut.

Note: While the University does not restrict competition based on a Proposers geographic location, the contract awardee will be required to attend various meeting, both on and off campus, and no opportunity to be reimbursed for expenses will be available.

3.7 CONTRACT TERM
It is anticipated that the length of the contract resulting from this RFP will be for one (1) year with four (4) one-year possible extensions, or parts thereof, for a total potential term of five (5) years. Extensions will only be exercised upon satisfactory performance and mutual agreement. Extensions shall be effectuated in writing in the form of an amendment to the original agreement.

3.8 PRICE/FEE STRUCTURE APPROACH
3.8.1 Pricing submitted in response to section 3.3 must be provided in a percentage of the gross media placed.
3.8.2 Pricing submitted in response to section 3.4 must be provided in a clear list which outlines the service being offered, the details of the service offering, and the cost associated with the service.
3.8.3 All pricing shall remain firm for the term of the contract, inclusive of extensions.
3.8.4 Costs for travel, meals, hotels, and/or other miscellaneous expense are not reimbursable. No additional fees or surcharges will be allowed.
3.8.5 To ensure the most competitive rates are being extended to the University, Proposers are requested to consider and provide a response to the following:
   3.8.5.1 Various advertising agencies have been known to ensure that all advertisers are providing the same rates to all placements (Ex: The New York Times offering a different rate to two different clients for the same type of placement). Please provide a narrative of how your firm intends to secure the best overall rate for the University in light of the aforementioned.

3.9 ADMINISTRATIVE REQUIREMENTS
3.9.1 Quotation issuance:
Upon mutual agreement of the details of a campaign, a campaign proposal, referred to herein as a quotation, must be issued in accordance with the pricing, terms and conditions of the contract resulting from this RFP and be executed by the University prior to the Vendor incurring any expenses. The University department would then use the signed quote as documentation in support of a purchase requisition, the precursor to a purchase order. Procurement would then either issue a purchase order for the amount of the campaign or amend an existing purchase order.
   3.9.1.1 All quotations must reference the contract # which will be assigned to the agreement resulting from this RFP.
3.9.1.2 All quotations issued for services required per section 3.3 must include the direct costs of the campaign as well as a separate line-item for the agency fee pursuant to section 3.8.1.

3.9.2 Invoicing:
All invoices must be submitted in hard-copy format to the address noted on the purchase order and will be paid in accordance with the payment terms outlined in the contract, based on date of receipt of invoice by the University. **All invoices must reference a correct purchase order number, otherwise the invoices will be rejected and required to be resubmitted with a corrected purchase order number.**

3.9.3 The University reserves the right to directly place advertising at its sole discretion.

3.10 **SUPPLEMENTAL TERMS AND CONDITIONS**
Vendor hereby agrees, represents, and warrants that all of his/her/its work performed against the contract resulting from this RFP is “work made for hire” and all ownership of any copyright in an to such work or any part thereof vests immediately in the University. To the extent that any or all of the Vendor’s work performed against the contract resulting from this RFP might be deemed not to constitute “work made for hire”, Vendor hereby assigns, sells, transfers and sets over to the University the entire copyright, right, title and interest in and to such work and all other rights which Vendor has or may acquire with respect thereto, including the right to sue for damages and other relief for an past, present, or future acts of infringement of said copyright, and the right to publish, adapt, translate, revise, and reproduce the work.

The Vendor shall indemnify, defend, save and hold harmless the University from any and all damages, costs, losses, liabilities and expenses arising from and claim or action by any third party that the use of the Work Product (or any par thereof), by the University infringes a United States Copyright so long as such Work Product has not been modified, edited or combined with other intellectual property by the University in any manner. This right to indemnification is upon the condition that the University gives 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 in the Vendor’s defense 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 Product supplied hereunder is likely to or does become the subject of a claim of infringement of a UC Copyright, then without diminishing the Vendor’s obligation to satisfy its obligation under the agreement resulting from this RFP, 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.
4.0 Instructions to Proposers

4.1 RFP Schedule

<table>
<thead>
<tr>
<th>RFP SCHEDULE</th>
<th>DUE DATES*</th>
</tr>
</thead>
<tbody>
<tr>
<td>Release of RFP</td>
<td>11/26/2018</td>
</tr>
<tr>
<td>Closing Date for Written Inquiries from RFP Participants</td>
<td>11/30/2018</td>
</tr>
<tr>
<td>Posting Date for Response to Proposer Questions</td>
<td>12/7/2018</td>
</tr>
<tr>
<td>Proposal Due Date &amp; Time</td>
<td>12/17/2018 @ 2:00 PM (EDT)</td>
</tr>
<tr>
<td>Presentations, if applicable</td>
<td>01/16/2019-01/22/2019</td>
</tr>
<tr>
<td>Anticipated Award Date</td>
<td>01/25/2019</td>
</tr>
<tr>
<td>Contract Execution Before</td>
<td>06/30/2019</td>
</tr>
</tbody>
</table>

*Subject to change as deemed necessary by the University.

4.2 Point of Contact: All communications and/or inquiries regarding this RFP must be directed to the contact person identified below in Section 4.2.1. All questions must be submitted in writing using the Procurement Professional’s email address no later than Deadline for Written Inquiries date listed above in Section 4.1.

4.2.1 Mike Franklin
University of Connecticut
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076
E-mail: michael.franklin@uconn.edu

4.3 Communications: Upon formal issuance of a RFP, the University and Proposer(s) will cease all informal communications relevant to the RFP and assume a formal, in writing, communication posture until a binding contractual agreement is executed with the selected Proposer(s), all other Proposers have been notified as to their RFP status, or when the University formally rejects all proposals and cancels the RFP process. Failure to adhere this provision may result in a Proposer being declared ineligible, proposal rejection, or RFP cancellation. The University will not respond to any request for clarification received after the Deadline for Proposer Questions date listed above in Section 4.1.

4.3.1 Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding this RFP prior to the closing date, other than as provided in Section 5.2.1. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in proposer being considered as non-compliant and ineligible for award.
4.4 Addenda: Addenda are issued in response to Proposer questions and/or University clarifications and revisions to the RFP. Addenda are incorporated into the RFP and may be incorporated along with the RFP into any resulting contract. The University is solely responsible to post addenda on the University of Connecticut Procurement Services website at http://purchasing.uconn.edu/bid-opportunities/ and the State of Connecticut Department of Administrative Services’ Procurement website at http://www.biznet.ct.gov/SCP_Search/Default.aspx?AccLast=2. The Proposer is solely responsible to obtain/retrieve addenda from either website. Failure of a Proposer to retrieve any addendum shall not relieve the Proposer of any responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Proposer and returned with the proposal. Failure to sign and return any and all addenda may be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Section 8.0.

4.5 Pre-Proposal Meeting: A Pre-Proposal meeting is not scheduled for this RFP.

4.6 Proposal Presentations: The University selection committee may require proposal presentations. If invited to present, the Proposer will be responsible for making all the necessary arrangements and will bare all costs associated with the presentation. Presentations will be scheduled within the time allocated in the RFP schedule. [See Section 4.1 for specific schedule details]. Presentation invitations will be issued only to those firms selected to participate in Phase II of this RFP and will include the meeting date, time, location, length of on-site presentation and associated agenda/requirements outlining specific proposal areas for discussion, as outlined at the University’s discretion.

4.7 Campus Visitor Parking: Campus parking is strictly regulated and violations are subject to monetary fines. Visitors must park only in areas specifically designated for general public parking (signed, paved, and lined parking areas and/or parking garage). Detailed parking information is available at the following links:
   - 4.7.1.1 UCONN Parking Services (Main and Regional Campuses)
   - 4.7.1.2 UCONN Health Center Public Safety, Farmington, CT

4.8 On-Site Accommodations: If a Proposer requires on-site accommodations, the University recommends visitors stay on campus at the Nathan Hale Inn. This facility provides parking, complimentary access to the campus shuttle, and may provide preferred rates for long term stays. Contact information is available at the following link: www.nathanhaleinn.com.

4.9 Proposal Selection Evaluation Criteria: All proposals will be evaluated by a selection committee, using the specific evaluation criteria listed in the table below. Each criterion has been assigned a point value. The evaluation committee will conduct a comprehensive review and analysis of the received proposals and recommend which proposals are the most advantageous to the needs of the University.
### Evaluation Criteria

<table>
<thead>
<tr>
<th>Organizational Fundamentals and Background</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organizational background includes: company profile, its financial stability (per review of financial statements), Proposer’s Corporate Social Responsibility Policy and Proposer’s affirmation of compliance with the University’s Vendor Code of Conduct. <strong>Note:</strong> Failure to affirm compliance with the University’s Vendor Code of Conduct may result in disqualification from award.</td>
<td>5 Points</td>
</tr>
</tbody>
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<table>
<thead>
<tr>
<th>Overall Service Offering</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Proposer’s service offering meets or exceeds the minimum service requirements outlined in section 3.3 and is deemed by the University’s evaluation committee.</td>
<td>35 Points</td>
</tr>
<tr>
<td>The overall approach to narrative-based response to section 3.0 best meets the overall needs of the University while providing enhanced value, allowing constituent areas to better assess the effectiveness of their advertising budget.</td>
<td></td>
</tr>
<tr>
<td>Proposer offered added value services which the University found demonstrated a greater value in comparison to their competitors.</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Pricing</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Agency fee is based on a percentage of gross media buy pursuant to section 3.8.1 provides the greatest value.</td>
<td>10 Points</td>
</tr>
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<table>
<thead>
<tr>
<th>References &amp; History of Success</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>References provided by the Respondent from other institutions of higher education as well as those identified by the University which have contracted or utilized Respondent’s services, whose requirements are similar to those outlined herein.</td>
<td>10 Points</td>
</tr>
</tbody>
</table>

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<thead>
<tr>
<th>Demonstrated Abilities and Experience of Key Personnel</th>
<th>Points</th>
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</thead>
<tbody>
<tr>
<td>Proposer presented a support team which demonstrated exceptional capabilities and experience, in the University’s sole discretion, required to provide an exceptional level of service.</td>
<td>25 Points</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Quality and Content of Sample Plan</th>
<th>Points</th>
</tr>
</thead>
<tbody>
<tr>
<td>Respondent provided a robust and detailed Plan as required per section 3.5.4 which not only demonstrated the capability and willingness to provide exceptional support, but also included a robust sample media plan which included all required components which were communicated in a clear, concise, and straightforward manner.</td>
<td>10 Points</td>
</tr>
<tr>
<td>Familiarity with the Connecticut market</td>
<td>5 Points</td>
</tr>
</tbody>
</table>

| TOTAL POINTS AVAILABLE: | 100 POINTS |

### 5.0 Submission Instructions:

5.1 **RFP Due Date and Time:** Proposals are due on **December 17, 2018 at 2:00pm (EDT).** Any proposal received after the stated due date and time will be rejected and may be returned to the Proposer upon their request and at their expense. Facsimile, emailed, or unsealed proposals will not be accepted under any circumstances.

5.2 **Deliver to Address:** For deliver to instructions, please reference Section 4.2.
5.3 **Sealed Proposals**: Proposals must be submitted, in a media format as identified below in Section 5.4, in a SEALED envelope or carton, clearly marked with the label below and the name and address of the Proposer. **Hard copies will not be accepted.**

5.3.1 **Proposal Media**: Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) on a CD, DVD or USB flash drive.

5.4 **Proposal Submittal Format**: Provide a proposal formatted as a PDF which is clearly bookmarked in accordance with the designations below.

5.4.1 **Letter of Transmittal**: Provide a summary of what is being proposed including any support documentation.

5.4.2 **FORM OF PROPOSAL**: (See Section 8.0)

5.4.3 **Executive Summary**: Provide a summary of the important points of the proposal and key benefits of being selected as the Contractor.

5.4.4 **Point by Point Response**: Appendix A – Respond to each point. Determine if the specification can be met or not, explain how it can or why it cannot be.

5.4.5 **Company's Organization and Teaming Arrangements (if applicable)**: What specific organizational arrangements have been made to perform the work within a Teaming arrangement? What capabilities does teaming Partner(s) bring to the project and why is a successful outcome guaranteed?

5.4.6 **Appendices/Required Forms**:  
5.4.6.1 **Similar Contracts**: Provide a list with detailed descriptions of assignments within the past five (5) years that are of similar size and scope as to that of the University.  
5.4.6.2 **Client References**: Provide a minimum of five (5) client references for each of the projects provided in Section 5.4.7.1 above. (See Appendix D)  
5.4.6.3 **Form 1 Gift and Campaign Contribution Certification** (See Section 5.5.1)  
5.4.6.4 **Form 5 Consulting Agreement Affidavit** (See Section 5.5.2)  
5.4.6.5 **Form 6 Affirmation of Receipt of State Ethics Law Summary** (See Section 5.5.3)  
5.4.6.6 **Form 7 Iran Certification** (See Section 5.5.4)  
5.4.6.7 **Bidder Contract Compliance Monitoring Report** (See Section 5.5.5)  
5.4.6.8 **Vendor Code of Conduct Acknowledgement of Receipt** (See Section 6.20)  
5.4.6.9 **Non-Discrimination Certification** (See Section 5.5.6)  
5.4.6.10 **SEEC Form 10 Acknowledgement of Receipt** (See Section 5.6.7)  
5.4.6.11 **CT Economic Impact Form** (See Section 5.6.8)  
5.4.6.12 **Anti-Collusion Affidavit** (See Attachment 1)  
5.4.6.13 **Governor Jodi M. Rell Ethics Memo Acknowledgement of Receipt** (See Attachment 2)  
5.4.6.14 **Financial Statements** (See Section 5.6)
5.4.6.15 Proposed Roles and Responsibilities (Staffing Plan). Use Appendix B.

5.5 Ethics Affidavits and Certifications for State of Connecticut Contracts: The State of Connecticut Office of Policy and Management requires Proposers to submit the following state contracting forms when contracting with state agencies. By submitting a proposal in response to this RFP, bidder agrees to comply with, and execute, these mandatory, non-negotiable forms at the time of contract execution.

5.5.1 Form 1 Gift and Campaign Contribution Certification: This certification accompanies a proposal for the purchase of goods or services with a value of $50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

5.5.1.1 Form 1 Adobe.pdf  Form 1 Word.doc

5.5.2 Form 5 Consulting Agreement Affidavit: This affidavit accompanies a proposal for the purchase of goods or services with a value of $50,000 or more in a calendar or fiscal year. Click the hyperlink of the desired format below to download form. Complete and submit.

5.5.2.1 Form 5 Adobe.pdf  Form 5 Word.doc

5.5.3 Form 6 Affirmation of Receipt of State Ethics Law Summary: This affirmation accompanies a large State construction contract or a large State procurement contract with a cost of more than $500,000. Form 6 is normally submitted by the contractor to the awarding State agency with the bid or proposal. When applicable, Form 6 is also used by a subcontractor or consultant of the contractor. The subcontractor or consultant submits the form to the contractor, who then submits it to the awarding State agency. Click the desired file format below to download form. Complete and submit.

5.5.3.1 Form 6 Adobe.pdf  Form 6 Word.doc

5.5.4 Form 7 Iran Certification: This certification accompanies a large State construction contract or a large State procurement contract with a cost of more than $500,000. This form must always be submitted with the proposal, or if there was no RFP process, with the resulting contract, regardless of where the principal place of business is located. Entities whose principal place of business is located outside of the United States are required to complete the entire form, including the certification portion of the form. United States subsidiaries of foreign corporations are exempt from having to complete the certification portion of the form. Those entities whose principal place of business is located inside of the United States must also fill out the form, but do not have to complete the certification portion of the form. Click the desired file format hyperlink format below to download form. Complete and submit.
5.5.4.1 Form 7 Adobe.pdf  Form 7 Word.doc

5.5.5 BIDDER CONTRACT COMPLIANCE MONITORING REPORT must be completed in full, signed, and submitted with the proposal for this contract. The University and the Commission on Human Rights and Opportunities will use the information contained to determine the Proposers 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 Proposer’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract. Click the hyperlink below to download form. Complete and submit.

5.5.5.1 Notification to Bidders/Contract Compliance Monitoring Report

5.5.6 Non-Discrimination Certification: Under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended, a contractor must provide an awarding State agency with written representation or documentation that certifies the contractor complies with the State’s nondiscrimination agreements and warranties prior to the award of a contract. There are five different certification forms one of which must be submitted in electronically with proposal. Form links are listed below and a detailed explanation of forms including definitions and exemptions can be found at the following link: Non-Discrimination Certifications. Complete and submit relevant form (A-E).

5.5.6.1 http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928

5.6.7 SEEC Form 10 Acknowledgement of Receipt: Complete and submit.

5.6.7.1 SEEC FORM 10 Acknowledgement of Receipt

5.6.8 Connecticut Economic Impact Form:

5.6.8.1 Connecticut Economic Impact Form

5.6 Financial Statements: (Not Required for the initial submittal of this Proposal) Proposers are required to submit their most current, within the last three (3) years, 10-K financial statements package including: Balance Sheet, Cash Flow statements, Statement of Stockholders Equity, and Income Statements. If a current 10-K is unavailable, financial statements which have been audited and certified by an independent Certified Public Accountant (CPA) shall be deemed acceptable. If audited financial statements are unavailable, provide financial statements which have been reviewed by an independent
Certiﬁed Public Accountant (CPA). The University reserves the right to request additional information to provide any assurances of ﬁnancial surety it deems appropriate.

6.0 Standard RFP Requirements

6.1 Deﬁnitions

6.1.1 “Request for Proposals (RFP)” means all documents, whether attached or incorporated by reference, utilized for soliciting proposals. Awards made as a result of an RFP shall be based upon “Competitive Negotiation”.

6.1.2 "Competitive negotiation" means a procedure for contracting for supplies, materials, equipment or contractual services, in which proposals are solicited from qualified suppliers by a request for proposals, and changes may be negotiated in proposals and prices after being submitted.

6.1.3 “Addenda” means written and/or graphic instructions issued by the University subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

6.1.4 "Proposer" means a person, ﬁrm or corporation submitting a proposal in response to a Request for Proposal.

6.1.5 “Contractor” means any business that is awarded, or is a subcontractor under, a contract or an amendment to a contract with a state contracting agency under statutes and regulations concerning procurement, including, but not limited to, a small contractor, minority business enterprise, an individual with a disability, as deﬁned in section 4a-60, or an organization providing products and services by persons with disabilities.

6.1.6 “Informal communications” means any communication method other than written emails to the Point of Contact Person identiﬁed for this RFP.

6.1.7 “Non-Acceptance of Proposal” means another proposal was deemed more advantageous to the University or that all proposals were rejected.

6.1.8 “Offer” or “Proposal” means the Proposer’s response to this Request for Proposal.

6.1.9 “Services” shall mean all services described within the scope of this RFP.

6.1.10 “Agreement” shall mean the contract issued as a result of this Request for Proposal.

6.1.11 “CT-based Businesses” shall be a ﬁrm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past ﬁve (5) years prior to the date of bid submission, from work on projects located in Connecticut.
6.1.12 “Joint Venture” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.

6.1.13 “SBE/MBE Firm” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229.

6.1.14 "University" or “UConn” or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut as well as its five regional campuses and the Cooperative Extension Offices.

6.1.15 “UCH” shall mean University of Connecticut Health and its affiliates.

6.2 **Proposal Understanding:** Proposers must demonstrate: an understanding of the statement of work (SOW), the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.

6.3 **Rendering of Products and Services:** Each Proposer must respond to, and be capable of, supplying all products and services outlined in the RFP specification.

6.4 **Expiration of Proposals:** Proposals shall remain in effect from the RFP due date and time for a minimum period of 180 days.

6.5 **RFP Acceptance/Rejection:** The University reserves the right to cancel this solicitation, 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 a Proposal which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is most advantageous to the University. Firms subject to Non-Acceptance of Proposal shall be notified after a binding contractual agreement between the University and the selected Proposer exists or after the University has rejected all proposals.

6.6 **Modified Proposals:** Modified proposals may be submitted up to the due date and time designated for receipt of proposals provided they conform to these terms and conditions.

6.7 **Pricing:** All pricing must be provided in a separate document. Pricing must not be contained in other areas of your response.

6.8 **Sales Tax Exemption:** In accordance Conn. Gen. Stat. §12-412(1)(A), the University is exempt from local, state, and federal excise taxes.
6.9 Independent Price Determination: Proposer warrants, represents, and certifies that:

6.9.1 The proposed costs have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

6.9.2 Unless otherwise required by law, the proposed costs have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.

6.9.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.

6.10 Review of References: The Proposer is required to provide references from customers who are of comparable size and scope as to the University or as directed in Section 5.4. The University is particularly interested in references that are institutions of higher education.

6.11 Good Faith Negotiation: If the University and selected Proposer(s) are unable to reach a mutually agreeable contract, the University reserves the right to abandon negotiations and commence negotiations with the second highest ranked Proposer. The University will be the sole judge of the suitability of the proposed Agreement(s).

6.12 Incorporation of Proposal: Proposals submitted in response to this RFP may, at the University’s option, be incorporated into the executed contract.

6.13 “NO SUBSTITUTE”: 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 proposers 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 or better 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, proposer shall furnish complete data and identification with respect to the alternate commodity bidder 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 proposer does not indicate that the commodity he/she proposes to furnish is other than specified, it will be construed to mean that the proposer proposes to furnish the exact commodity described. Any substitutions must meet or exceed all specification requirements and must receive approval in writing from the appropriate party at the University prior to any order being filled.

6.14 Ownership of Samples: Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP or submitted in pursuit of a contract award shall be the sole property of the University unless otherwise stated in the contract or otherwise.
6.14.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality and is identified as an alternative to the product/service requested. All deliveries shall have at least the same quality as the accepted sample.

6.14.2 Samples shall be furnished free of charge. Proposer must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer’s sole cost and expense, FOB Proposer’s destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

6.15 **Proposal Preparation**: The University will assume no cost for proposal preparation and/or submission. All costs will be borne at Proposer’s expense.

6.16 **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 Proposer wishes to supply any information, which it believes is exempt from disclosure under the Act, said Proposer 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 Proposer’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 Proposer in connection with its proposal.

6.17 **Freedom of Information**: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned); and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University’s withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

6.18 **Conflict of Interest**: The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of
Connecticut 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, who shall determine, in its sole discretion, whether an impermissible conflict exists.

6.19 Ethics and Compliance Reporting/Whistleblower Protection: The Office of University Compliance is responsible for handling anonymous ethics and compliance reporting. 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 using the information provided on their website.

6.20 Corporate Social Responsibility: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University requires all Vendors to adhere to the "Vendor Code of Conduct" policy. Please provide acknowledgement of the University policy and any additional pertinent information.

6.21 Minor Defects: If, during the solicitation and/or 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 proposers, and all proposals will be re-evaluated in light of the change.

6.22 Notification of RFP Status: Upon completion of the RFP review process, all Proposers will receive a RFP status notification. This notification covers three outcomes: No Further Consideration, Selected to Short List, or Intent to Award.

6.23 Debriefing: Requests for debriefing by Proposer will be accommodated upon request.

6.24 OSHA Compliance: All items to be furnished shall meet all applicable local, state, and federal requirements of the Occupational Safety and Health Act. If any at any time, items or services covered under this RFP become non-compliant with applicable law, the Proposer or Contractor shall notify the University’s Director of Procurement Services immediately by registered mail.

6.25 Advertising/Licensed Merchandise/Sponsorship Opportunities: The Proposer agrees, unless specifically authorized in writing by the University, that it shall have no right to use the University’s name, seal, mark of any kind including logos and its officials and/or employees in any advertising, publicity, or promotion including, but not limited to, any expression or implication of endorsement by the University.

6.26 Award: A contract will be awarded to the Proposer(s) whose proposal(s) are deemed to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with
specifications, delivery terms, price, administrative costs, past performance, warranty and financial responsibility. It is the University’s intention to make an award for each category which will result in a multi-vendor contract. In order to best meet the needs of the University and the financial requirements of the various end users, an exclusive contract will not be issued as a result of this RFP. Within each manufacturer’s offering, three (3) separate (yet inter-connective) lines of products are desired in a Good (A-), Better (A), and Best (A+) ranking.

6.26.1 The University may:
6.26.1.1 reject the proposal of any Proposer who is in default of any prior contract or is guilty of misrepresentation or any Proposer with a member of its firm in default or guilty of misrepresentation.
6.26.1.2 correct inaccurate awards resulting from clerical or administrative errors in accordance with and pursuant to the Regulations of Connecticut State Agencies.
6.26.1.3 make an award contingent upon the successful Proposer’s execution of the applicable required State of Connecticut certifications and affidavits.
6.26.1.4 award by item, groups of items or total bid; to reject any and all proposals 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.

6.27 Exceptions to Standard RFP and/or Contract Terms and Conditions: All exceptions and/or alternates must be outlined in Appendix A – Point by Point Response.

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

7.1 Contract Status: The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with Section 7.16 will issue an acceptance of the proposal offer.

7.2 Contract Format: The resulting contract will be the product of negotiations and will be the entire agreement between the University and the Proposer, superseding and rescinding all prior agreements relating to the subject matter thereof. All of these documents signed by both parties and approved by the Office of the Attorney General will constitute the final contract. A sample of the agreement template can be found at the end of this RFP under Appendix C. Respondents are requested to include a copy of their contract form for the University’s review.
7.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

7.4 **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.

7.5 **Notification of Selected Firm:** It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before the date outlined in section 1.3. All Bidders will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

7.6 **Contract Commencement:** The contract will commence upon execution of the aforementioned formal agreement and final approval by the Office of the Attorney General. The Project covered under the contract will be based on the specific University requirements or requests. The University can neither project nor guarantee a specific volume of business over the term of any contract that may result from this RFP.

7.7 **Ownership of Subsequent Samples:** Any product, whether acceptable or unacceptable, developed under a contract awarded as a result of this RFP shall be the sole property of the University unless otherwise stated in the contract.

7.7.1 The quality of accepted samples does not supersede the specifications for quality in the RFP unless the sample is superior in quality. All deliveries shall have at least the same quality as the accepted sample.

7.7.2 Samples shall be furnished free of charge. Bidders must indicate if return of any sample is desired. The University shall comply with such request provided samples are returned at Proposer’s sole cost and expense, FOB Proposer’s destination, and that they have not been made useless by testing. If they are made useless by testing, the State may dispose of the samples as it deems to be appropriate. Samples may be held for comparison with deliveries.

7.8 **Independent Price Determination:** In the proposals, Bidders must warrant, represent, and certify that the following requirements have been met in connection with this RFP:

7.8.1 The costs proposed have been arrived at independently, without consultation, communication, or agreement for the purpose of restricting competition as to any matter relating to such process with any other organization or with any competitor.

7.8.2 Unless otherwise required by law, the costs quoted have not been knowingly disclosed by the Proposer on a prior basis directly or indirectly to any other.

7.8.3 No attempt has been made, or will be made, by the Proposer to induce any other person or firm to submit or not to submit a proposal for the purpose of restricting competition.
7.9 **Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University. In such cases, permission shall be furnished by the University in writing and must be secured prior to the awardee incurring such expense(s). Furthermore, all reimbursements shall comply with policies found at [http://www.travel.uconn.edu](http://www.travel.uconn.edu). The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.

7.10 **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 Proposer'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. The lessor pledges to do all things possible to maintain such tax exemption, including promptly assisting the University in completing any related IRS Forms including Form 8038G or GC and any associated information including the amortization schedule for each lease.

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

7.12 **Indemnification Requirements**

7.12.1 **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 Proposer, Proposer's employees and any other person subject to the Proposer's control, or any other person including members of the general public, caused in whole or in part, by a) Proposer's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the Proposer, its employees or sub-Proposers in the performance of the awarded contract.
7.12.2 The Proposer 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.

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

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

7.14 **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 without regard to its Conflict of Laws principles.

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

7.16 **Award**

7.16.1 A contract will be awarded to the Bidder or Bidders whose proposals the University deems to be the most advantageous to the University, in accordance with the criteria set forth within the RFP, taking into account the quality of the goods or services to be supplied, their conformance with specifications, delivery terms, price, administrative costs, past performance, and financial responsibility.

7.16.2 The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.

7.16.3 The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies may correct inaccurate awards resulting from clerical or administrative errors.

7.16.4 It is the University’s intent to make a single award as a result of this RFP; however, the University reserves the right to make a multiple awards for these services if it is deemed to be in its own best interest.
7.16.5 The award will be contingent upon the successful Proposer’s acceptance of all of the required terms and conditions in the University’s standard contract and execution of the applicable required State of Connecticut certifications and affidavits. The standard contract and samples of the required forms are attached hereto.

7.16.6 The University will not knowingly do business with any Bidder, Proposer, sub-proposer or Supplier of materials who discriminates against members of any class protected under Sections 4a-60 or 4a-60a of the Connecticut General Statues.

7.16.7 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.

7.16.8 ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

7.16.9 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 Proposer, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

7.16.10 In event of default by the Proposer, the University reserves the right to procure the commodities and/or services from other sources, and hold the Proposer 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.

7.16.11 The Proposer guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Proposer is not the patentee, assignee or licensee.

7.16.12 It is understood and agreed that the Proposer 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.

7.16.13 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.
7.16.14 Remedies Upon Default: In any case where the Proposer has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the Proposer 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 Proposer.

7.16.15 Collection for Default: The Attorney General shall be requested to make collection from any defaulting Proposer pursuant to the preceding paragraph.

7.16.16 In addition, the award will be contingent upon the successful negotiation of the specific terms and conditions to be included in any resulting Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement(s).

7.17 Payments under a Contract Award:

7.17.1 Under no circumstances shall the successful Proposer begin to perform under the contract prior to the effective date of the contract. All payments shall adhere to the payment terms negotiated in the contract award.

7.17.2 Cash discounts may be offered by bidder for prompt payment of invoices. 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.

7.17.3 Payment Terms: Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder’s proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval.

7.18 Evaluation of Performance: During or after the term of any contract or other agreement that results from this RFP process, the University may conduct evaluations of the successful Proposer’s performance including, but not limited to equipment, staffing, supplies and services. The successful Proposer may be requested to provide a quality performance metrics and shall cooperate with the University in any such evaluations and work with the University to correct any deficiencies noted.

7.19 Business Relationship Affidavit

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

7.19.2 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. **Proposer agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.**

7.20 **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, who shall determine, in its sole discretion, whether an impermissible conflict exists.

7.21 **Equal Employment Opportunity Requirements**


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

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

7.23 **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.

7.24 **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.

7.25 **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 and that such goods or services supplied shall not void or impair any OEM warranty or any other warranty possessed by University. If the proposer knows of the purchaser’s intended use, the proposer warrants that the goods or services are suitable for the intended use. All goods provided shall be warranted for at least one (1) year.

7.26 **Proposer Personnel: Forms and U.S. Export Control Regulations:**
7.26.1 The awarded Proposer(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.

7.26.2 Proposers are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional’s authorization for employment in the United States (http://www.uscis.gov/i-9).

7.26.3 Each Proposer shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

7.27 Information Provided by the University: The University of Connecticut has, in this Request for Proposal and otherwise, provided proposers with information relating to the University, its current operations and initiative described herein. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated contract. Subject to these limitations, this Request for Proposal contains information describing University communities, operations and planned programs.

7.28 Responsibilities of the Proposer:

7.28.1 Observing Laws and Regulations: The Proposer shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier’s employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

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

a. Has read and completely understands the proposal documents; and
b. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

7.28.3 Purchase Orders and Sub-Proposers: Purchase Orders and payments will only be issued to the Proposer. It is the Proposer’s responsibility to issue Purchase Orders, schedule services and pay all sub-Proposers and partners directly.

7.29 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Proposer, the Proposer 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.

7.30 Access Management Plan: The University has recently developed an Access Management Plan for the Storrs campus. The plan will help create a safer pedestrian campus, protecting both the landscape and hardscape by giving service and delivery vehicles safer, more appropriate access to campus buildings. Additional details related to the University’s Access Management Plan can be found at https://park.uconn.edu/access-management-plan-storrs-campus/. Awarded parties will
be required to adhere to the requirements of the Access Management plan; therefore bidders
shall make themselves familiar with its requirements and agree to adhere to the same.

7.31 Insurance Requirements:

7.31.1 Insurance: The proposer shall secure and pay the premium or premiums of the following
policies of insurance with respect to which minimum limits are fixed in the schedule set
forth below. The University of Connecticut shall be included as a named insured on all
such policies. Each such policy shall be maintained in at least the limit fixed with respect
thereto, and shall cover all of the proposer’s operations hereunder, and shall be effective
throughout the period of this contract or any extension thereof. It is not the intent of this
schedule to limit the types of insurance required herein.
(a) Commercial General Liability
   1. Each Occurrence $1,000,000
   2. Personal and Advertising Injury $1,000,000
   3. General Aggregate $2,000,000
   4. Fire Legal Liability $100,000

   The insurance shall provide for a retroactive date of placement prior to or coinciding
with the effective date of this award.
(b) Business Automobile Liability: Minimum Limits for Owned, Scheduled, Non Owned,
or Hired Automobiles with a combined single limit of not less than $1,000,000 per
occurrence.
(c) Workers’ Compensation and Employer’s Liability: As required under state law.
(d) Such other insurance in such amounts which from time to time may reasonably be
required by the mutual consent of the University and awarded Proposer against
other insurable hazards relating to performance.

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

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

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

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

7.34 **Advertising/Sponsorship Opportunities:** In submitting a proposal, the Proposer agrees, unless specifically authorized in writing by the University on a case by case basis, that it shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of agency’s services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such services as are hereby contracted by the University. **Should the Proposer be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 2.1 for details on how to pursue such a relationship.**

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

7.36 **Intellectual Property:**

7.36.1 The Proposer shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.

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

7.36.3 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.
7.36.4 The University shall retain all rights, title and interest in all its usage, user and biographical data and Proposer shall only use such data to the extent necessary for complying with its obligations to the University unless it otherwise receives express written approval from the University’s designee for any other use.

7.37 Confidential Information:

7.37.1 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, said 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.

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

7.38 Responsibility of Those Performing the Work:

7.38.1 The Proposer shall be responsible for the acts and omissions of all the Proposer’s employees and all sub-proposer’s employees, if applicable, as well as all other persons involved in performing any tasks associated with the provision of the goods and/or services outlined in this RFP by the Proposer.

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

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

7.39 Freedom of Information: While the University may be willing to agree not to disclose the information proactively, the University is subject to the Connecticut Freedom of Information Act, found in Chapter 14 of the Connecticut General Statutes, which may require disclosure, should the document be requested with limited exceptions. Two such exceptions that might apply are as follows: (1) Conn. Gen. Stat. sec. 1-210(b)(24) permits the University to withhold records related to the procurement process while bidding and contract negotiations are underway (this
moratorium is temporary and lasts only until the contract has been executed or negotiations are abandoned; and Conn. Gen. Stat. sec. 1-210(b)(5) permits the University to withhold records in its possession in the event they contain trade secrets (or really any intellectual property). In the event that the University determines that Conn. Gen. Stat. sec. 1-210(b)(5) may apply to a given request for the records in question, the responsibility to substantiate claims that said would reveal trade secrets and meet the exemption requirements to would need to be borne by the owner of said trade secrets, not the University. Further, if the entity seeking access to the documents challenges the University’s withholding of the document, said owner may be required to prove at the Freedom of Information Commission and/or in a Court of Law, that the release of said trade secrets would be harmful to the owner of the intellectual property or properties in question.

7.40 Mandatory Affidavits: The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut’s current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell. The University will require the applicable mandatory affidavits to be completed by the Proposer at the time of 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

7.41 Joint Ventures: Bids submitted by bidders 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.

7.42 Executive Orders of the Governor: Any Contract awarded pursuant to this solicitation is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the University shall provide a copy of these orders to the Contractor.

7.43 The University of Connecticut is an equal opportunity employer.

7.44 Ethics and Compliance Reporting/Whistleblower Protection: In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637. Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously. Such persons may also directly contact the University’s compliance office at: Office of University Compliance, 28 Professional Park Road (Unit 5084), Storrs, CT 06268; Phone 860 486 2530. As a provider of goods and/or services to the University,
you are hereby required to notify your employees, as well as any sub-Proposers, who are involved in the implementation of this contract, of this reporting mechanism.

7.45 **State Elections Enforcement Commission (SEEC) Requirements:** For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this submission expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state Proposers of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the SEEC notice found in UConn Sample Purchasing Agreement attached to this bid solicitation.

7.46 **Nondiscrimination Warranties:** An executed Nondiscrimination Certification must also be provided by the Proposer 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 Proposer has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and “contract” include any extension or modification of the Contract or contract; (iii) "Proposer" and “Proposer” include any successors or assigns of the Proposer or Proposer; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small Proposer or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.
For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each Proposer is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

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

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

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

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

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

(g) (1) The Proposer agrees and warrants that in the performance of the Contract such Proposer 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 Proposer agrees to provide each labor union or representative of workers with which such Proposer has a collective bargaining Agreement or other contract or understanding and each Proposer with which such Proposer 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 Proposer's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Proposer agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Proposer 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 Proposer which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Proposer shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a sub-Proposer, Proposer or manufacturer unless exempted by regulations or orders of the Commission. The Proposer shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Proposer becomes involved in, or is threatened with, litigation with a sub-Proposer or Proposer as a result of such direction by the Commission, the Proposer 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.

7.47 Termination for Cause: The University may terminate any resulting Contract for cause by providing a written Notice to Cure to the Proposer citing the instances of noncompliance with the contract. The Proposer will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.

(a) If the Proposer and the University reach an agreed upon solution, the Proposer will then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
(b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Proposer, the University reserves the right to terminate the Contract at that time by written notice of such termination.

(c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the Contract at that time by written notice of such termination.

(d) The University will be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

(e) Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Proposer.

7.48 Termination for Convenience:

(a) The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

(b) If the Contract is terminated by the University pursuant to this section, the University will provide the Proposer sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Proposer by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.
8.0 Form of Proposal

Date: , 2018

TO: University of Connecticut
Purchasing Department
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076

1. The undersigned proposer, in response to our Request for Proposal for Media Services for the University of Connecticut, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:
   _____, _____, _____, _____, _____, _____.

3. Proposer 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. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 180 days after the public bid opening.

5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

6. Proposer 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.

7. Is proposer currently a State of Connecticut Small Business Enterprise and certified with DAS?
   Yes ( ) If yes, a Copy of the Certificate must be attached to your proposal
   No ( )

8. All pricing must be provided in a separate document. Pricing must not be contained in other areas of your response.

9. Payment Terms: __________________________

10. Sales Representative (Please attach Resume):
Name: ______________________________________

Telephone: _________________________________

Email: _____________________________________

Years of Experience: _________________________

Signed this __________ day of ________________________________, 2018

Firm Name: ___________________________________________

Address: _____________________________________________

_________________________________________________

F.E.I.N. # ___________________________________________

Please include a current W9

Authorized Signature __________________________________

Print Name/Title: _____________________________________

E-Mail: ____________________________________________
Additional Documents

Appendix A – Point-by-Point Response (Separate Attachment)
Appendix B – Staffing Plan (Separate Attachment)
Appendix C – Sample Purchasing Agreement
Appendix D – Reference Form
Appendix E – Connecticut Colleges Purchasing Group (CCPG) Form
Attachment 1 – Non-Collusion Affidavit
Attachment 2 – State Ethics Policy Memo
Appendix C – Sample Purchasing Agreement

University of Connecticut

Master Agreement
for
Media Services

Contract Number: ______________________

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

University of Connecticut and
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter “University”

and

Contractor

3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
hereinafter “Contractor”

Michael Franklin (860) 486-4970
University Contract Administrator/Phone

 Contractor Contact/Phone

Section 1

DEFINITIONS:

A. Gross Media Dollars represents the full value of the media placements. This does not include trade or bonus media placements.

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

1.1.1 Effective Date: End Date:

UConn shall have the right to extend the Term for all or part of four (4) additional terms of one (1) year each by written notice to the Contractor and, upon exercising such right, any such additional period shall be considered part of the “Term” for the purposes of this Agreement. At UConn's request, the Contractor will execute a written amendment to this Agreement to memorialize any such extension.

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

1.2. Brief Summary of Services: At the sole discretion of the University, Contractor may be contacted to provide University with media consulting services, including research, analysis, planning, buying, placement and post-buy follow-up in all forms of media on an “on call” and on a “per-project” basis. Detailed, mutually agreed to Statements of Work (SOW) (see Exhibit A attached hereto), executed by the University and the Contractor, will become the specifications and binding terms for each project; along with this Master Services Agreement and requisite purchase order(s) issued referencing this agreement. In the event of any conflicts, the following priority shall prevail unless explicitly stated otherwise:
(a) Negotiated terms and conditions of the Project Statement of Work;
(b) Negotiated terms and conditions of this Master Services Agreement;
(c) Purchase order incorporating University general terms and conditions.

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

University of Connecticut, including the Storrs campus, all regional campus and professional schools and UConn Health.

1.2.2. The Contractor agrees to provide Goods/Services (as defined hereinafter) to any Constituent Unit of the State of Connecticut System of Higher Education (or to any institution within any such Constituent Unit) and/or to any member of the Connecticut College Purchasing Group ("CCPG") under the same terms and conditions, including price, as are contained in this Contract, during the term hereof. Any such provision of Goods/Services shall be provided pursuant to a separate agreement made by and between the Contractor and the applicable Constituent Unit (or institution within a Constituent Unit) or CCPG, as applicable, and the Contractor agrees that the University shall not be responsible for the obligations, acts, or omissions of such Constituent Unit (or institution within a Constituent Unit) or CCPG. The Contractor expressly acknowledges and agrees that: (i) the University has made no representation to the Contractor that either any other Constituent Unit (or any institution within a Constituent Unit) or CCPG will make purchases of Goods/Services from the Contractor; and (ii) that no such representation has formed any part of the consideration received by the Contractor hereunder.

1.3 **Maximum Amount Payable:** $ _______________

1.3.1 **Payment/Pricing Terms:** The University will pay invoices on a 2%, 15 days, net 45 day basis.

1.3.1.1. Contractor will bill each University Service Location separately upon the mutual approval of each campaign and will provide detailed information, including but not limited to, completed deliverables, consultant level that provided the service and the amount of time in executing each deliverable. Invoices must be submitted in hard copy format to the address noted on the Purchase Order and will be paid in accordance with this section. University will review, confirm and approve all invoices prior to payment being made.

1.3.2. Contractor’s fees are based upon the Gross Media Dollars placed. The fee structure is as follows:

1.3.2.1. The fees described in Section 1.3.2. are fixed for the term of this Agreement, including all potential extensions, as described in Section 1.1.1.

1.3.2.2. Costs for travel, meals, hotels and/or other miscellaneous expenses are not reimbursable. No additional fees will be paid to Contractor.

1.4 **Detailed Contractor Responsibilities:**

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

1.4.1.1. Contractor will develop strategic, cost effective, efficient media plans by providing analysis, strong negotiation, strategic planning and placement campaigns developed within University designated budgets.

1.4.1.2. Contractor will provide media buying analysis and will provide recommendations that include, cost, details and desired outcomes.

1.4.1.3. Contractor will negotiate with advertising representatives on behalf of the University to obtain value-added merchandising and leveraging of placement space.
1.4.1.4. Contractor will negotiate and implement trade advertising campaigns with prior written University approval. All trade advertising campaigns must be sent to the contact in Section 1.6. below for review and written approval. Trade advertising with the Division of Athletics is expressly prohibited.

1.4.1.5. Contractor will use the most current industry media research tools and analysis software to recommend to University the best media placement approach for all media types, including print, radio, television, billboard, internet, social media, mobile etc. on a local, regional, national and international level.

1.4.1.6. Contractor will provide University with a team of personnel as outlined below. Contractor will advise University promptly, in writing, of any actual or anticipated changes in assigned resources that may reasonably be expected to affect Contractor’s obligations under this Agreement. Should assigned personnel require removal or be designated for alternate assignments that affect project outcomes and deliverables, University shall have the ability to reject the changes until mutually agreed upon personnel are identified.

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1.4.1.6.1. University may request that Contractor remove a particular consultant who is providing services if it reasonably believes that such consultant is not providing services as warranted, and so long as the basis for removal is not prohibited by law, and Contractor, after 10 days’ notice, has been unable to resolve such consultant’s alleged performance issues. The parties understand and agree this may impact the timing of the services.

1.4.1.6.2. During the term of the Agreement, Contractor will be responsible for retaining professionals with the expertise necessary to perform the functions under this Agreement. Should a consultant currently performing work for the University leave the Contractor’s service, reasonable notification is to be given to the University. It is the Contractor’s responsibility to replace any consultant leaving service with another consultant possessing the skills and capabilities necessary to perform the services. The Contractor must also arrange for knowledge transfer between the consultants to prevent any delays in the campaign. Should the replacement of the consultant be made solely by the Contractor, the Contractor agrees to use its best efforts to minimize any delays in delivery of services, when an employee or subcontractor is dismissed.

1.4.1.7. Contractor will manage the entire University placement schedule to avoid duplication of efforts as well as take advantage of the opportunity to leverage volume purchasing. Contractor resources will meet internally on a weekly basis to share contracts, media opportunities and to cross check schedules to take advantage of contract rates and to eliminate duplication of efforts.
1.4.1.8. Contractor will confirm the quality of each advertisement placed through tear sheets or other mediums as deemed acceptable by University. Contractor’s accounting department will check invoices and tear sheets which will then be re-checked by Contractor’s media buyer and, if necessary, credits will be issued. Contractor will keep copies of tear sheets and E-tear sheets for three months.

1.4.1.9. Contractor will verify that placements are fulfilled during the time and location agreed upon with the media outlets. Contractor will have all orders issued for placement of media signed by the media vendor which will include rates, impressions and insertion dates.

1.4.1.10. For each campaign proposal, Contractor will provide University with the actual advertisement dimensions (not column size) so that University designers can begin their work prior to the final approval of the campaign schedule. Additionally, Contractor must provide University with a media kit that includes print and digital specifications, and instructions on how to prepare files.

1.4.1.11. Prior to publication of any advertising, Contractor will get final written approval from University’s Communications Department.

1.4.1.12. Contractor will monitor and optimize the advertisement placements during the campaign. Upon University’s request, Contractor will provide University with weekly performance reports from each site to determine the number of impressions serviced. Contractor will work with University to determine if adjustments to the campaign are necessary.

1.4.1.13. Contractor will provide University with quarterly reports with detailed information, including, but not limited to spend, reach and overall value of placements.

1.4.2 **Deliverables/Methods:** Upon mutual agreement of the details of a campaign, Contractor will present a SOW to University for review and execution detailing the pricing and the terms and conditions of the engagement. Upon execution and approval of the SOW, the University department will submit a purchase requisition to Procurement Services who will then issue a purchase order to the Contractor for the amount of the campaign. All SOW documentation must reference the contract number and be in accordance with the pricing in Section 1.3. herein.

1.4.3. **Work Schedule/Deadlines:**

1.4.3.1. Upon approval of a media plan by University, Contractor will develop a press release detailing opportunities available, with deadlines, contact names and emails. Last minute opportunities that arise past the deadlines will be communicated to University as soon as possible. Contractor will provide at least one week lead time for ten second radio spots and press releases for insertion into special education sections. Contractor will notify University of the occasional opportunities that arise for 10 second news sponsorships at no cost to University. University understands that these opportunities will have very short lead time and may require copy in less than the one week lead time deadline.

1.4.3.2. Within six to eight weeks of the close of a campaign, Contractor will provide University with a full accounting, including an itemized list of each advertisement’s actual cost, any credits, a summary of the estimated audience reached by the campaign and any credits for the campaign. In the event of an invoicing error with any of the media vendors, a reasonable period of time will be given to Contractor to correct said error. Upon the correction of the error, Contractor will provide University with the full accounting.

1.5. Contractor agrees to comply with the University’s policies regarding the duty to safeguard private information and confidentiality, attached hereto as Exhibit B.

1.6. **Work Made For Hire.** (a) Contractor is performing the Services for UConn on a work-for-hire basis. UConn shall be the sole owner of all materials (including works in progress) created by Contractor in connection with
its performance of the Services (the "Work Product") and all rights, including all intellectual property rights (including copyrights, trademarks and patents), proprietary rights (including trade secrets) and moral rights (including rights of authorship and subsequent modification) in the Work Product (collectively, the "IP Rights") and ownership of the IP Rights shall vest immediately in, and belong exclusively, to Uconn, no rights therein being reserved to Contractor. To the extent that any or all of such work product might be deemed not to constitute "work made for hire," the Contractor hereby assigns, sells, transfers and sets over to the University the entire copyright, right, title and interest in and to such work and all other rights which the Contractor has or may acquire with respect thereto, including the right to sue for damages and other relief for any past, present, or future acts of infringement of said copyright, and the right to publish, adapt, translate, revise, and reproduce the work. The Contractor will secure appropriate written contracts with each of its subcontractors performing work on the project, which will conform to the requirements of this section.

(b) Restricted Materials. Contractor may, with UConn’s prior written consent, include certain materials in the Work Product that require third-party permissions or consents to include with the Work Product and/or that Contractor does not intend to assign all right to UConn in accordance with Section 2(a) (the "Restricted Materials"). Contractor shall obtain all such third-party permissions or consents before including such materials in the Work Product.

1.7. 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: Michael Franklin, University of Connecticut 3 Discovery Drive, Unit 6076, Storrs, CT 06269

If to the Contractor:

[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

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 shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the Contractor’s operations hereunder, and shall be effective throughout the term of this Agreement and any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein. The insurance coverage listed in the following, is in accordance with the State of Connecticut Insurance and Risk Management Board requirements.

(a) Commercial General Liability
   1. Each Occurrence $1,000,000
   2. Products/Completed Operations $1,000,000
   3. Personal and Advertising Injury $1,000,000
   4. General Aggregate $2,000,000
   5. Fire Legal Liability $ 100,000
   The insurance shall provide for a retroactive date of placement prior to or coinciding with the effective date of this Agreement.

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

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

(a) For purposes of this Section, the following terms are defined as follows:

i. “Commission” means the Commission on Human Rights and Opportunities;

ii. “Contract” and “contract” include any extension or modification of the Contract or contract;

iii. “Contractor” and “contractor” include any successors or assigns of the Contractor or contractor;

iv. “Gender identity or expression” means a person’s gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person’s physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person’s core identity or not being asserted for an improper purpose.

v. “good faith” means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations;

vi. “good faith efforts” shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements;

vii. “marital status” means being single, married as recognized by the State of Connecticut, widowed, separated or divorced;

viii. “mental disability” means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association’s “Diagnostic and Statistical Manual of Mental Disorders”, or a record of or regarding a person as having one or more such disorders;

ix. “minority business enterprise” means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to

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

(e) Cyber Errors and Omissions Liability Insurance: Contractor will furnish evidence, by way of a certificate of insurance that it has obtained a Cyber Errors and Omissions liability insurance policy, which covers but is not limited to Unauthorized Access, with $1,000,000.00 minimum coverage for technology errors and omissions. If any claims are made against its technology services liability insurance policy, Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of $1,000,000.00. For policies written on a “Claims Made” basis, Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. Contractor will contractually require any technology services firm it hires to maintain technology errors and omissions liability insurance in the same amount and with the same provisions indicated above.

All policies of insurance provided for in this Section shall be issued by insurance companies with general policyholder’s rating of not less than A- and a financial rating of not less than Class VIII as rated in the most current available A.M. Best Insurance Reports and be licensed to do business in the State of Connecticut. All such policies shall be issued in the name of Contractor, and shall name, as Additional Insured, The State of Connecticut, University of Connecticut, its officers, officials, employees, agents, boards and commissions with respect to liability arising out of the operations of the Contractor under this Agreement. Certificates thereof shall be delivered to the University prior to the commencement of this Agreement and thereafter certificates thereof shall be delivered to the University within ten (10) days prior to the expiration of the term of each such policy, all at no cost to the University. All certificates delivered to the University shall contain a provision that the company writing said policy will give to University at least twenty (20) days’ notice in writing in advance of any material change, cancellation, termination or lapse of the Effective Date of any reduction in the amounts of insurance below the requirements of the Contract. Policies shall waive the right of recovery against the University and shall be primary.

2.4. Indemnification.

The Contractor shall indemnify and hold harmless the University, the Board of Trustees of the University of Connecticut, and the State of Connecticut, including any agency or official of the State of Connecticut, from, and against all costs, claims, damages, or expenses, including reasonable attorney’s fees, arising from the negligent, reckless, willful, wanton or intentional acts or omissions of its employees and agents in connection with the performance of this Agreement.

2.5. Sovereign Immunity. The parties acknowledge and agree that nothing in this Agreement shall be construed as a waiver by the State of Connecticut or the University of any rights or defenses of sovereign immunity, which it may have had, now has, or will have with respect to all matters arising out of this Agreement. To the extent that this provision conflicts with any other provision hereunder, this provision shall govern.

2.6. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut without regard to its principles of conflicts of laws.
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 Conn. Gen. Stat. § 32-9h; and

x. “public works contract” means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms “Contract” and “contract” do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, unless the contract is a municipal public works contract or quasi-public agency project contract, (2) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. § 1-267, (3) the federal government, (4) a foreign government, or (5) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), or (4).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, intellectual disability, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an “affirmative action equal opportunity employer” in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers’ representative of the Contractor’s commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Conn. Gen. Stat. §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Conn. Gen. Stat. §§ 46a-56, 46a-68e, 46a-68f and 46a-86; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Conn. Gen. Stat. § 46a-56. If the contract is a public works contract, municipal public works contract or contract for a quasi-public agency project, the Contractor agrees and warrants that he or she will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works or quasi-public agency projects.

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

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

e. The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and in every subcontract entered into in order to fulfill any obligation of a municipal public works contract or a quasi-public agency project, 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 Conn. Gen. Stat. § 46a-56 as amended; 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 regarding a State contract, 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.
2.8 *Vendor Code of Conduct.* In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at [http://csr.uconn.edu/](http://csr.uconn.edu/). The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section.

Contractor agrees to comply with the “Principal Expectations” described in the Vendor Code of Conduct. Contractor further agrees to comply with the “Preferential Standards” described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor’s compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor’s corporate social and environmental practices.

2.9 *Executive Orders.* This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services and to Executive Order No. 49 of Governor Dannel P. Malloy, promulgated May 22, 2015, mandating disclosure of certain gifts to public employees and contributions to certain candidates for office. If Executive Order 14 and/or Executive Order 49 are applicable, they are deemed to be incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor’s request, the University shall provide a copy of these orders to the Contractor.

2.10 *Campaign Contribution Restrictions.* For all State contracts as defined in Public Act 10-1 having a value in a calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of $100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission’s notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit C.

2.11 *Termination for Cause.* The University may terminate this contract for cause by providing a written Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor will have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
2.16 University Policies. Contractor shall, at no additional cost to the University, comply with all policies and procedures of the University. In the event the University establishes new policies or procedures following execution of the contract, Contractor shall comply with such new or modified policies or procedures upon written notice.

2.17 Use of University Marks. Except as expressly authorized in this Agreement, Contractor is not permitted to use any University mark without prior written approval of the University’s Office of Trademark Licensing. “University mark” is herein defined as all registered marks to the University’s name (past or present), abbreviations, symbols, emblems, logos, mascot, slogans, official insignia, uniforms, landmarks, or songs. Contractor agrees to comply with the University’s trademark licensing program concerning any use or proposed use by Contractor of any of University marks on goods, in relation to services, and/or in connection with advertisements or promotion of Contractor or its business. Prior to any use of a University mark by Contractor (or its affiliates or successors or assigns), Contractor will submit the proposed use of the University mark, together with a sample or specimen of the intended use, to the University’s Office of Trademark Licensing for approval. Such permission to use the mark as may be granted pursuant to the terms of this Agreement shall terminate at the expiration of the Agreement.

2.18 Additional Required Contractor Signature Authority, Affidavits and Certifications.
(a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered.
by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor. Sample forms can be found at: http://www.contracts.uconn.edu/corpres.html

(b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management “OPM” Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of $50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of $500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038

(c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at: http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

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

UNIVERSITY OF CONNECTICUT:

By: ____________________________                      By: ____________________________
Print Name: ____________________________                  Print Name: ____________________________
Title: ____________________________                      Title: ____________________________
Date: ____________________________                      Date: ____________________________

AGO Approval (As to Form)

By: ____________________________                      Date: ____________________________
Print Name: ____________________________                  Title: ____________________________

Form Rev. 7/19/2011
FORM STATEMENT OF WORK

This Statement of Work (this “SOW”) is entered into between ________________ and the University of Connecticut (the “Agreement”).

CONTRACTOR’S DESIGNATED PERSONNEL

The “Designated Personnel” is/are the following individual(s):

 SERVICES

The “Services” included in this SOW are the following:

 BASE COMPENSATION

Select One:

☐ Option 1: A fee of $[__________], which Contractor may invoice UConn upon Contractor’s completion of the Services to UConn’s reasonable satisfaction.

☐ Option 2: A fee of $[__________], which Contractor may invoice UConn in a manner consistent with the Schedule of Deliverables provided below.

☐ Option 3: A fee equal to the Hourly Rate of Contractor personnel providing the Services, (which Hourly Rate is attached to this SOW, but shall in no event not exceed the Hourly Rates in the Agreement), multiplied by the number of hours such person so performed the Services. Contractor may invoice UConn for the Services so performed upon Contractor’s completion of the Services to UConn’s reasonable satisfaction.

☐ Option 4: A fee equal to the Hourly Rate of Contractor personnel providing the Services, (which Hourly Rate is attached to this SOW, but shall in no event not exceed the Hourly Rates in the Agreement), multiplied by the number of hours such person so performed the Services. Each month, Contractor may invoice UConn for the Services so performed during the preceding month.

☐ Option 5: Other: [_________________________________________]

SUBCONTRACTORS

Select One:

☐ Option 1: No subcontractors will be used for the Services.

☐ Option 2: Contractor’s compensation for Services performed by subcontractors is included in the Base Compensation above. The following subcontractors may be used for the Services: [__________]

☐ Option 3: Contractor’s compensation for subcontractors used for the Services shall be the amount invoiced by such subcontractor to Contractor for the Services, plus a mark-up of [___%] (provided that such mark-up shall not exceed that specified in the Agreement). The following subcontractors may be used for the Services: [__________]

☐ Option 4: Other: [_________________________________________]

REIMBURSEABLES

Select One:

☐ Option 1: No reimbursable expenses shall be incurred in connection with the Services.

☐ Option 2: The following reimbursable expenses shall be incurred in connection with the Services: [__________]

☐ Option 3: Other: [_________________________________________]
Option 1: UConn shall not reimburse Contractor for expenses incurred in the performance of the Services.

Option 2: In addition to any compensation due for Base Compensation above, UConn shall reimburse Contractor for the actual cost incurred by Contractor for the following: [__________]

Option 3: In addition to any compensation due for Base Compensation above, UConn shall reimburse Contractor for the actual cost incurred by Contractor for the following: [__________] However, such reimbursable expenses shall not exceed [$________].

SCHEDULE

The schedule for the performance of the Services is as follows:

SCHEDULE OF DELIVERABLES

ADDITIONAL CONFIDENTIALITY REQUIREMENTS

OTHER PROVISIONS

Contractor and UConn have caused their duly authorized representatives to execute this SOW on the dates noted.

__________________________________________
By: _____________________
Name: _____________________
Title: _____________________
Date: _____________________

__________________________________________
UNIVERSITY OF CONNECTICUT
By: _____________________
Name: _____________________
Title: _____________________
Date: _____________________
EXHIBIT B
Agreed Specification of Services
Regarding the Duty to Safeguard Private Information and Confidentiality

(Confidentiality Agreement)

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

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

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

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

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

2. **PERSONALLY IDENTIFIABLE DATA NOT OTHERWISE COVERED BY FERPA.**
   a.) **CONFIDENTIAL DATA.** The data available to Contractor in the course of providing technical support to or on behalf of the University shall be considered Confidential Information, unless the University indicates otherwise in writing. Such Confidential Information may contain data associated with students, faculty, staff, customers, clients, members of the public, or other individuals affiliated with the University. Information related to such individuals may be protected by federal and/or state laws and regulations, and/or established industry standards. In particular, the contents of such data or information stored and maintained by Contractor may be protected by, Gramm-Leach Bliley Act ("GLBA"), Electronic Communications Privacy Act (ECPA), federal Red Flags Rule regulations, Federal Trade Commission regulations, Internal Revenue Service regulations and/or other state or federal laws as amended from time to time, and/or by the Payment Card Industry Data Security Standards (PCIDSS), as amended or updated from time to time.

   b.) Data or information to which Contractor may become privy in conducting its work for or on behalf of the University shall not be disclosed or shared with any third party by Contractor, except as permitted by the terms of this Agreement or to subcontractors whose services are necessary for Contractor to carry out its services and only then to subcontractors who have agreed to maintain the confidentiality of the data to the same extent required of Contractor under this Agreement.
c.) In the event any person(s) seek to access protected and confidential data or information, such access shall be through the University, and Contractor shall only retrieve such data or information as identified by the University or as otherwise required by federal and/or state law. Contractor shall not provide direct access to such data or information or respond to individual requests.

d.) Should Contractor receive a court order or lawfully issued subpoena seeking the release of such data or information, Contractor shall promptly inform the University of its receipt of such court order or lawfully issued subpoena prior to releasing the requested data or information.

3. BREACH OF CONFIDENTIALITY.

The parties agree that any breach of the confidentiality obligations set forth in this Agreement may result in cancellation of this Agreement and/or the ability of Contractor to perform work for or on behalf of the University.

For purposes of this Agreement, "Unauthorized Access," means unauthorized access to or acquisition of electronic files, media, databases or computerized data containing personal information when access to the personal information has not been secured by encryption or by any other method or technology that renders the personal information unreadable or unusable.

In the event that a security breach occurs, Contractor agrees to the following:

(1) Contractor shall immediately notify University in the event Contractor has knowledge that Unauthorized Access to Confidential Information has been, or may have been, obtained, and Contractor shall immediately take such measures as are reasonably necessary, or requested by University, to identify the cause, impact and contain such Unauthorized Access (the "Mitigation Measures").

(2) To the extent the Unauthorized Access was not related to the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor and its subcontractors and employees and to Contractor’s failure to comply with the terms of this Agreement, Contractor shall, by amendment to this Agreement, be compensated for the Mitigation Measures as an additional service.

(3) To the extent the Unauthorized Access resulted from the negligent acts or omissions, gross negligence and/or willful misconduct of Contractor or its subcontractors or employees, or from Contractor’s failure to comply with the terms of this Agreement, Contractor shall (a) be responsible for the costs of the Mitigation Measures; (b) shall take such actions, and be responsible for the costs therefor, as are necessary to mitigate any damage caused, or that may be caused, by such Unauthorized Access, including, but not limited to, providing identity theft protection for a period of not less than two (2) years to those affected or potentially affected by the Unauthorized Access; and (c) shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut, from and against all costs, claims, damages, or expenses, including reasonable attorney’s fees, arising from such Unauthorized Access.

4. NOTIFICATION. For the purpose of notification to the University of an actual or potential security breach, the following individuals, or their successors, should be contacted, by phone or fax, and also in writing:

- Chief Information System and Security Officer, University Information Technology Services, University of Connecticut, Math Sciences Building, 196 Auditorium Road, Unit 3138, Storrs, CT 06269-3138, Phone: (860) 486-3743, Fax: (860) 486-5744
- Associate Vice President / Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-5256 Fax: (860) 486-4527

5. RETURN/DESTRUCTION OF DATA. Upon expiration or termination of the Agreement, Contractor shall return and/or destroy all data or information received from the University in a manner as may be determined between the parties in accordance with agreed upon standards and procedures. Contractor shall not retain copies of any data or information received from the University once the
University has directed Contractor as to how such information shall be returned to the University and/or destroyed. Furthermore, Contractor shall ensure that it disposes of any and all data or information received from the University in the agreed upon manner that the confidentiality of the contents of such records has been maintained. If Contractor destroys the information, Contractor shall provide the University with written confirmation of the method and date of destruction of the data.

6. **PROTECTION OF CONFIDENTIAL INFORMATION.** Contractor agrees that it shall not disclose, provide or otherwise make available proprietary or Confidential Information disclosed to Contractor by the University to any person other than authorized employees, and those employees or agents of Contractor whose use of or access to the Confidential Information is necessary in connection with the work being performed by Contractor for or on behalf of the University. Contractor further agrees that it shall not use Confidential Information for any purpose other than in the performance of the work being conducted for or on behalf of the University. Contractor shall use all commercially reasonable precautions to protect the confidentiality of the Confidential Information, and shall ensure that all employees, agents or contractors of Contractor having access to the Confidential Information understand the commercially reasonable precautions in place, and agree to abide by such precautions.

7. **IDENTITY THEFT PREVENTION.** In an effort to combat identity theft, the University maintains a comprehensive *Identity Theft Prevention Program* with a goal of protecting the personal information of students, employees, affiliates and customers. In the course of performing its duties under this Agreement and through its work for or on behalf of the University, Contractor may collect, access and/or receive personal information pertaining to University students, employees, affiliates and customers that can be linked to identifiable individuals (hereinafter “Personal Information”). Such Personal Information is Confidential Information of the University. It is the University’s expectation that Contractor will assist the University in its identity theft prevention efforts under the University’s *Identity Theft Prevention Program*. Contractor shall collect, access, receive and/or use such Personal Information solely for the purposes of conducting its work for or on behalf of the University and otherwise in compliance with any and all applicable federal and/or state laws. Additionally, Contractor shall safeguard such information in compliance with all applicable federal and state laws, including but not limited to the Fair Credit Transactions Act of 2003 and any regulations promulgated thereunder (e.g., Red Flags Rule regulations), including implementing appropriate policies or procedures for detecting and identifying possible identity theft and similar fraudulent or potentially fraudulent activities, and notify the University of any such suspicious activities. For the purpose of notification to the University, upon identification of a potential or actual issue of identity theft, Contractor shall immediately contact:

- Associate Vice President / Chief Privacy Officer, Office of Privacy Protection & Management, University of Connecticut, 28 Professional Park Road, U5084, Storrs, CT 06268, Phone: (860) 486-5256 Fax: (860) 486-4527

The provisions of this Exhibit B shall survive the expiration or earlier termination of this Agreement.
NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall knowingly solicit contributions from the state contractor's or prospective state contractor's employees or from a subcontractor or principals of the subcontractor on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to $2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to $2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than $5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “Lobbyist/Contractor Limitations.”

**DEFINITIONS**

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

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

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

“State contract” means an agreement or contract with the state or any state agency or any quasi-public agency, let for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. “State contract” does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“State contract solicitation” means a request by a state agency or quasi-public agency, in whatever form issued, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

“Managerial or discretionary responsibilities with respect to a state contract” means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.
“Dependent child” means a child residing in an individual’s household who may legally be claimed as a dependent on the federal income tax of such individual.

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

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

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

**Instructions:** Please complete the following sections for each of the proposer’s five (5) references. These references should be of comparable size and scope to the University’s requirements as set forth in the RFP document.

<table>
<thead>
<tr>
<th>Reference - #1</th>
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<td><strong>Proposer:</strong></td>
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<td><strong>Customer Name:</strong></td>
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<td><strong>Street Address:</strong></td>
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<td><strong>Contact Name:</strong></td>
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<td><strong>Email Address:</strong></td>
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<td><strong>Phone/Cell:</strong></td>
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<tr>
<td><strong>Contract Dates:</strong></td>
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<tr>
<td><strong>Contract Summary:</strong> Please describe reference project emphasizing similarities to the University SOW below. The summary may not exceed two (2) pages in length.</td>
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<td><strong>Contract Dates:</strong></td>
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<td><strong>Contract Summary:</strong> Please describe reference project emphasizing similarities to the University SOW below. The summary may not exceed two (2) pages in length.</td>
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### Reference - #3

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<tr>
<td>Contract Dates:</td>
<td>Start Date:</td>
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**Contract Summary:** Please describe reference project emphasizing similarities to the University SOW below. The summary may not exceed two (2) pages in length.

### Reference - #4

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<td>Contract Dates:</td>
<td>Start Date:</td>
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**Contract Summary:** Please describe reference project emphasizing similarities to the University SOW below. The summary may not exceed two (2) pages in length.
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<td>Contract Dates:</td>
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<tr>
<td>Contract Summary: Please describe reference project emphasizing similarities to the University SOW below. The summary may not exceed two (2) pages in length.</td>
</tr>
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Appendix E – Connecticut Colleges Purchasing Group Form

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 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        Naugatuck Valley Community College
Asnuntuck Community College    Northwestern CT Community College
Capital Community College     Norwalk Community College
Central Connecticut State University  Post University
Charter Oak State College     Quinebaug Valley Community College
Connecticut College           Quinnipiac University
Connecticut State University  Sacred Heart University
Eastern Connecticut State University  Southern Connecticut State University
Fairfield University           Three Rivers Community College
Gateway Community College     Trinity College
Hartford Seminary             Tunxis Community Technical College
Holy Apostles College & Seminary, Inc.  University of Connecticut
Housatonic Community College  UConn Health
The Hotchkiss School          University of Hartford
Kingswood-Oxford School       University of New Haven
Manchester Community College  University of Saint Joseph
Middlesex Community College   Wesleyan University
Mitchell College              Western Connecticut
Yale University
AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT

COUNTY OF __________________________

___________________________________________, being first duly sworn, deposes and says:

(Type or print name)

Type or print name)

(Type or print name of company/firm)

that he or she is the_____________________________ of ________________, who submits herewith

to the_____________________________ attached bid/proposal; that he or she is the person whose name is signed
to the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are
ture; and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association,
organization, or corporation not herein name or disclosed.

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

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

(a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;

(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or
anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw
bid/proposal;

(c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to
raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost
element of their price or of that of anyone else;

(d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof,
or divulge information or data relative thereof, to any corporation, partnership, company, association
organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals,
except to the awarding authority or to any person or person who have a partnership or other financial interest
with said bidder/proposer in their business.

Signed:

_________________________________

Name: ____________________________

Title: ____________________________

Subscribed and sworn to (or affirmed) before me this _________ day of ___________, 20___, by

____________________________________

Notary Public                                                                        (Notarial Seal)

WARNING: Bids will not be considered unless the affidavit hereon is full executed including the affidavit
of the notary and the notarial seal.
MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor

Subject: State Ethics Policy

Date: September 28, 2004

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

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

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

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

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

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