



University Of Connecticut

REQUEST FOR PROPOSAL

KW042506

Graphic Design Services for the School of Business

**Date Issued
May 17, 2006**

**Date and Time of Proposal Opening:
June 7, 2006
2:00 PM**

**Issued By: Penny Guerin
Assistant Director
Purchasing Department
3 North Hillside Road
Storrs, Connecticut 06269-6076
Phone: (860) 486-2621
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PART 1 – PROJECT OVERVIEW

1.1 Overview

- 1.1.1 The University of Connecticut, located in Storrs, Connecticut, hereinafter referred to as the University, is interested in receiving proposals from qualified and experienced vendors to provide design services for the School of Business as outlined in Part 4 Specifications. Vendors interested in providing these services are requested to submit a fee proposal and portfolio of representative work done for institutions, corporations or other entities whose requirements were similar in size and scope to those outlined herein.
- 1.1.2 In soliciting proposals, it is the University's intent to issue a single award. However, the University shall reserve the right to establish a multiple vendor contract, or issue purchase orders in any manner deemed to be in its own best interest.

1.2 Demographics

The University of Connecticut total enrollment at all campuses is approximately 26,000 students. The Storrs campus has an enrollment of approximately 20,000 undergraduates and graduate students including a resident population of approximately 10,000 students. There are approximately 5,800 full and part-time faculty and staff.

University of Connecticut campuses, includes:

- Main Campus at Storrs,
- Mansfield Depot Campus
- Farmington Campus including UConn Health Center
- Avery Point (Groton/New London Campus),
- Greater Hartford Campus,
- Downtown Hartford Graduate Business Learning Center
- Law School Campus in Hartford and School of Social Work,
- Stamford Campus,
- Torrington Campus,
- Waterbury Higher Education Center, and
- Waterbury Hillside Campus

1.3 Definitions

- 1.3.1 "Campus" means University of Connecticut Storrs Campus, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut, or which may be acquired or constructed during the term of the anticipated Photographic Services Contract and which are operated by, or directly in conjunction with, the University.

The word "University", or "UCONN", or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, CT, as well as its satellite campuses.

"Bidder", "Proposer", "Vendor" and "Respondent" refer to a company or individual responding to this Request for Proposal

1.4 Reply Requirements

Interested firms should submit their replies to this request for proposals no later than June 7, 2006 One (1) original and three (3) copies of the proposal and a minimum of one (1) portfolio, which include at minimum, the following:

- 1.4.1 Evidence of your firm's previous experience with similar engagements as shown by a portfolio of samples and listed references.

- 1.4.2 An itemization of fixed costs as specified in Part 9.
- 1.4.3 A complete client list for which you have provided similar services, including higher education institutions.
- 1.4.4 A list of three (3) references, including a contact name, e-mail address and telephone number.
- 1.4.5 The names and resumes of senior staff from your organization who would be assigned to this project if your firm is retained by the University.
- 1.4.6 A complete list of all equipment owned, leased or rented by the respondent that will be used to perform the required services for any contract resulting from this RFP.
- 1.4.7 A list of any services available from your company not outlined herein. Please provide a description of services, standard hourly rate and discounted rate, which would be extended to the University for this contract and,
- 1.4.7 Any other additional information you feel would assist the University in selecting a firm or firms to provide these services.
- 1.4.8 Proposals will be screened by a committee which may select firms to make presentations at the Storrs campus. Firms will be selected on the basis of criteria as described in Part 5. Any inquiries relative to this Request for Proposals should be directed to Penny Guerin (860) 486-2621.

1.5 Term

- 1.5.1 The initial term of any contract resulting from this RFP will be for a one (1) year period from date of award, with the option to extend for four (4) additional one year periods. Said option will only be exercised upon satisfactory performance and by mutual consent of both parties to any contract resulting from this RFP. Such intent to extend shall be conveyed to the vendor sixty (60) days prior to the effective date.

1.6 Estimated Timetable: The following schedule will apply to this RFP.

Release of RFP	May 17, 2006
Closing Date for Inquiries	May 25, 2006
Submission of RFP Due	June 7, 2006
Anticipated Award Date	July 1, 2006

1.7 Inquiries: Direct all inquires relative to the conditions and specifications listed herein to:

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

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

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

binding.

- 1.8.1 An original and three (3) copies of the proposal must be submitted in a sealed parcel to:

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

Reference RFP KW042506
“Graphic Design Services for the School of Business”

On or before 2:00 p.m. June 7, 2006

Any RFP proposal received after that date and time will not be considered and will be returned to the sender unopened.

- 1.8.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 1.8.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal. All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and three (3) copies of the proposal and a minimum of one (1) portfolio shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three (3)-hole punched and submitted in three ring, loose leaf binders.

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

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific part number. All proposals must be submitted in a sealed envelope and labeled as noted in 1.8.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

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

- 1.8.4 At the specified time stated in 1.8.1, all proposals received as stipulated, shall be publicly opened. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.
- 1.8.5 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state “Confidential,” but otherwise be presented in the same manner as the Proposal.

However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

- 1.9 Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.
- 1.10 Completed RFP's: Each bidder must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.
- 1.11 Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Part 10, Form of Proposal)

PART 2 - TERMS AND CONDITIONS

2.1 Each vendor, by submitting a proposal, represents that the vendor has:

- 2.1.1 Read and completely understands the RFP documents and attachments thereto.
- 2.1.2 Is familiar with the conditions under which goods and services would be provided, including availability and cost of materials and labor.

2.2 Receipt of Proposals

- 2.2.1 **The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Storrs, CT 06269-6076, until 2:00 p.m. June 7, 2006.** Proposals will be opened and the names only of the respondents will be read publicly.
- 2.2.2 Any proposal received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
- 2.2.3 Each bidder shall be solely responsible for the delivery of their proposal to the University at the place and before the time specified in 2.2.1 above.
- 2.2.4 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the bidder.
- 2.2.5 The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the university, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists, or after the University has rejected all proposals.
- 2.2.6 A bidder shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

2.3 Preparation of Proposals

- 2.3.1 The University is seeking proposals which meet its requirements as outlined in this RFP. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc and submitted separately.
- 2.3.2 Bidders shall provide a written, itemized list of any exceptions to this RFP; otherwise, the bidder will be held responsible for compliance with all specifications listed herein. An exception list, if submitted, must be cross-referenced to the corresponding numbered item in this RFP.
- 2.3.3 Proposals shall indicate the full name of the bidder submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the bidder. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.3.4 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.3.5 A bidder requiring clarification or interpretation of the RFP shall make a written request to the University to be received at least five (5) days prior to the date for receipt of proposals to: Penny Guerin, Assistant Director, Purchasing, University of Connecticut, 3 North Hillside Road, Unit 6076, Storrs, Connecticut 06269-6076, (860) 486-2621.

- 2.3.6 Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department.
- 2.3.7 Additional Charges - All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.
- 2.3.8 Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP. No addenda shall be issued later than ten (10) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP.
- 2.3.9 Proposal Obligations - The contents of the proposal and any clarification thereto submitted by the successful bidder shall become part of the contractual obligation incorporated by reference into the ensuing contract.

2.4 Format of Proposal

- 2.4.1 All proposals must include a point-by-point response to this RFP, where required. Each such response must be cross referenced to the correspondingly numbered item in this RFP and describe in as much detail as possible. Likewise, any samples and/or examples which are provided to support responses shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.
- 2.4.2 Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant. The University reserves the right to request additional information if clarification is needed.
- 2.4.3 Descriptive literature including details of all services being offered, or similar project performed in the past, should be included with any proposal.

2.5 Submittal of Proposals

- 2.5.1 One (1) original and three (3) copies of each proposal and a minimum of one (1) portfolio shall be submitted, in a sealed parcel addressed to the University at the address given in paragraph 2.2.1 above. The sealed parcel shall further be identified with the name and address of the bidder and the designation "Sealed Proposal - Proposals for Graphic Design Services for the School of Business MBA Program – KW042506".
- 2.5.2 The complete response to this RFP shall include:
- 2.5.2.1 Your proposal, addressing all points listed in REPLY REQUIREMENTS, Part 1.4, included herein. Include with the proposal your firm's fee schedule(s) for additional work beyond the scope of that described in Part 1.4 that may become necessary during the term of any contract resulting from this RFP or renewal period(s),
 - 2.5.2.2 A comprehensive point-by-point response to all items listed herein, where applicable,
 - 2.5.2.3 The complete cost for the required services, as outlined in Part 1.1 "Overview",
 - 2.5.2.4 A completed "**Instructions to Bidders**" form,
 - 2.5.2.5 A completed "**Bidders Qualifications**" form,
 - 2.5.2.6 A list of 3 references including contact names, telephone numbers, and e-mail address.
 - 2.5.2.7 A list of exceptions, if applicable, to any numbered items in this RFP.
- 2.5.3 No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

- 2.5.4 No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.
- 2.5.5 Tie Proposals - The Purchasing Department will resolve tie proposals that are equal in all respects by drawing lots. Whenever practicable, the drawing will be held in the presence of the bidders who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) persons and said drawing documented. Whenever a tie involves a Connecticut firm and a firm outside the State of Connecticut, the Connecticut preference law will prevail.

2.6 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

- 2.6.1 A proposal shall not be modified, withdrawn or cancelled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.2.1 above and the bidder so agrees in submitting a proposal.
- 2.6.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 2.2.1.
- 2.6.3 Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

2.7 Formation of Agreement

- 2.7.1 At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected bidder:
- 2.7.1.1 Accept a proposal as written by issuing a written "Notice of Award" to the selected bidder which refers to this RFP and accepts the proposal as submitted; or
 - 2.7.1.2 Enter into negotiations with one or more bidders in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this RFP, the proposal submitted by the selected bidder and the negotiations concerning these.
- 2.7.2 Because the University may use the alternative described in paragraph 2.7.1.1 above, each bidder should include in its written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- 2.7.3 The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
- 2.7.4 The University reserves the right to establish either a primary or multiple vendor contract pursuant to this RFP.
- 2.7.5 The selected bidder shall, within ten (10) calendar days after receipt of a "Notice of Award", enter into a written contract with the University.
- 2.7.6 The contract, when duly executed, shall represent the entire agreement between the parties.
- 2.7.7 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

2.8 Presentation

- 2.8.1 Potential vendors may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the vendor and the University. If a vendor is

requested to make a presentation, the vendor will make the necessary arrangements and bear any costs associated with the presentation.

2.9 Qualifications of Vendors

- 2.9.1 Proposals will only be considered from firms or persons with a demonstrated history and a minimum of five (5) years experience in successfully providing design services to organizations whose requirements were similar in size and scope to those of the University.
- 2.9.2 Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 2.9.3 The University will reject the proposal of any vendor and void any award resulting from this RFP to any vendor who makes any material misrepresentation in their proposal.

2.10 Assignment

Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

2.11 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 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 vendor whose contract was terminated under the same provisions, terms and conditions of the original contract.

2.12 Hold Harmless

The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

2.13 Immunity from Liability

Every person who is a party to this agreement is hereby notified and agrees that the University is immune from liability and suit for or from the contractors activities involving third parties and arising from this contract.

2.14 Independent Contractor

The vendor represents that it is fully experienced and properly qualified to perform the services provided

herein, and that it is licensed, equipped, organized and financed to perform such services. The vendor shall act as an independent contractor in performing any contract resulting from this RFP, maintaining complete control over its employees and all of its subcontractors and shall furnish fully qualified personnel to perform the services. The vendor shall perform all services in accordance with its methods, subject to compliance with the terms and conditions herein. It is acknowledged that any such services rendered by the vendor to the University will not in any way conflict with other contractual commitments with or by the vendor.

2.15 Responsibility for Those Performing the Work

The vendor shall be responsible for the acts and omissions of its employees and shall at all times enforce strict discipline and good order. The vendor shall not employ on the project any unfit person or any person not skilled in the task assigned. Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such persons shall be prohibited from returning to the project without the written consent of the University.

2.16 Contract Termination for Cause

2.16.1 The University may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract.

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

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

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

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

2.16.2 The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination

2.17 Price

2.17.1 All prices offered in response to this RFP shall remain fixed for the initial term of the contract. After the initial term, the prices quoted in response to this RFP may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature.

2.17.2 In the event that the scope of work is changed during the project, the successful bidder shall have the right to perform additional duties upon receipt of written authorization from the University Purchasing Department. All such additional work shall be charged in accordance with the vendor's fee schedule which shall be included with the bidder's response to this request for proposals.

2.18 Payment Terms

Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the offeror's proposal. Terms other than those indicated above will be subject to University approval. If other terms are offered, they must be clearly indicated in your proposal response.

2.19 References

All offers shall include at least three (3) references for projects of similar scope and size. References will be checked electronically, therefore bidder **must supply the contact person , telephone number and e-mail address for each reference.**

2.20 Contract Provisions by Reference

It is mutually agreed by and between the University and the vendor that acceptance of the vendor's offer by the issuance of a purchase order shall create a contract between the parties thereto containing all specifications, terms and conditions in this RFP except as amended in the purchase order.

2.21 Prevailing Law

The terms and provisions of this proposal and any contract resulting from this proposal shall be construed in accordance with the laws of the State of Connecticut.

2.22 Taxes

The University of Connecticut is exempt from Federal Excise taxes, and from State and local sales and use taxes. Tax exemption certificates can be furnished to the awarded vendor(s) upon request.

2.23 Business Relationship Affidavit

2.23.1 The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed services. Any contract resulting from this RFP may be terminated by the University, 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.

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

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

2.24 Federal, State and Local Taxes, Licenses and Permits

The successful respondent(s) will comply with all laws and regulations on taxes, licenses and permits.

2.25 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.

2.26 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.

Insurance Requirements:

2.27.1 The vendor 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 vendor's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.

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

2.27.2 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof 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 Vendor shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

Proposal Evaluation

Proposals will be evaluated by committee. If the committee determines, a particular mandatory requirement may be modified or waived and still allow the University to obtain services that substantially meet the intent of the RFP. The mandatory requirement will be modified or waived for all bidders and all proposals and all proposals will be reevaluated in light of the change.

- 2.28.1 All proposals will be evaluated by a committee. Each proposal will be evaluated separately and the merits of each will be measured using the criteria listed below. Criteria to be evaluated will include: the quality of the portfolios, previous experience in providing services of a similar type and scope as defined herein to other institutions, the ability of the respondent to meet all requirements herein, demonstrated customer satisfaction on previous projects of similar size and scope as evidenced through contracts with references provided by the respondent and those identified by the University, and price.
- 2.28.2 Subsequent to the opening of proposals, and based on its preliminary evaluation of said proposals, the University may require the vendors to make oral presentations at the expense of the vendor.
- 2.28.3 Method of Award - Each proposal will be evaluated by using a points earned matrix system (see Part 4). The award shall be made to the most responsive and responsible bidder offering the best value based on the matrix scores as shown below. All bidders submitting proposals concur with this method of award and will not under any circumstances nor in any manner dispute any award made using this method.

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

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

2.30 Delivery of Non Conforming Goods

If the vendor fails to deliver or has delivered nonconforming goods, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to five (5) business days to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the correct goods from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

2.31 Ethical Considerations

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

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

2.32 Advertising:

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

2.33 Affidavits:

In the continued quest for open, fair and transparent government and contracting, Governor Rell has requested all State Agencies obtain information regarding gifts and the use of consulting contracts by those conducting business with the State. This information is required from any supplier providing goods or services to the State with a total value of more than fifty thousand dollars (\$50,000) in a calendar or fiscal year. This directive applies to any new or renewed agreement.

To comply with Governor Rell's directive and facilitate an expeditious response, please review the affidavits that must be submitted to the University of Connecticut Purchasing Department. The affidavits can be found at the conclusion of this RFP or online at:

http://www.opm.state.ct.us/policies.htm#Office_Secretary

2.34 Executive Orders of the Governor:

- A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.
- C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:
- (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.
 - (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

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

- (c) The CONTRACTOR shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The CONTRACTOR shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The CONTRACTOR shall insure and require that all employees are aware of such work rules.
- (e) The CONTRACTOR agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

D. Any Agreement subsequent to this RFP is subject to **Executive Order No. 7B of Governor M. Jodi Rell, promulgated on November 16, 2005**. The Parties to said Agreement, as part of the consideration hereof, agree that:

- (a) The State Contracting Standards Board (“the Board”) may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
 - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or
 - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.

PART 3 SPECIAL TERMS AND CONDITIONS

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

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

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

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

- 3.2 Materials Ownership - All materials including, but not limited to film (including prep and stripped, final film), negatives, computer media, artwork, source code, proofs and mechanicals generated during the production of any job based on an award resulting from this RFP will become the property of the University of Connecticut.
- 3.3 Graphic Standards Compliance - Vendor will be responsible for strict compliance with the University’s graphic standards. Written standards will be provided. If vendor fails to comply or makes alterations without express written approval from the University Purchasing Department, vendor’s invoices will not be paid.
- 3.4 The University reserves the right to add additional items to any contract resulting from this RFP based on the needs of the University and the pricing contained herein, Part 9.

PART 4 -SPECIFICATIONS

- 4.1 Project Scope:
- **MBA Program Brochure w/ Pocket:** print publication to promote full-time, part-time, and Executive MBA programs. Size and page count to be determined by design elements.
 - **MBA Program Brochure Insert Booklet:** print publication to include timely information about specific programs, locations, costs, etc. Size and page count to be determined by design elements.
 - **Advertising Templates:** series of creative shells to be used for routine advertising throughout the year. UConn will swap out dates, times, etc. and re-size ads as necessary.
 - **MTA Poster:** print poster on Metro North Railway to recruit prospective MBA students. Size determined by MTA specifications.
 - **MBA Newsletter Re-Design:** a publication used by the School to relay the current news of UConn MBA Program. Similar to advertising templates, the template will serve as a shell into which UConn can generate subsequent issues/editions.
- ✓ Projects to be completed throughout the academic year (July 1, 2006 – June 30, 2007) determined by a mutually agreed upon schedule. The budget total for all projects is approximately \$25,000.

Services desired:

All pricing should include account management expenses (phone and e-mail communications, normal travel, administration of projects, etc.). Provide pricing per project based on hourly rates provided herein. Each project to include the following components unless otherwise specified.

- 4.1.1 **Initial design:** provide three design concepts in draft stage from which a final design concept will be selected.
 - 4.1.2 **Art direction and photo shoots:** working with the selected photographer, provide art direction to the photographer in order to provide photographs that support the design concept. In many instances, photos will be used from existing supply. The purchasing of stock photography is also an option and will be coordinated by vendor.
 - 4.1.3 **Layout:** provide final layout of project in both paper and electronic format suitable for pre-press work and printing. Includes revisions as necessary prior to agreement on the final version of the work. For advertising and newsletter templates, files must be prepared and provided to client in a software package that the client currently has available – in this case Quark 6.0 (PC version). For advertising templates, also provide separate pricing for set-up of subsequent advertisements that might be needed by UConn. (i.e. sometimes there are publications that require ads above and beyond the capability of the inhouse design staff, so what would be the costs associated with production in these rare instances.)
 - 4.1.4 **Pre-press:** supervision/coordination of all pre-press work to insure that all files are prepared for printing. Conduct all press-checks.
 - 4.1.5 **Production:** Work with University to select paper and ink as needed working within budgetary constraints.
 - 4.1.6 **Alterations:** Alterations as requested by the client post-agreement on final design. Designer to provide their policy of author's alterations and rates.
 - 4.1.7 **Completed Project:** Upon completion of the project the designer is to provide the UConn School of Business a CD and a print out of the complete project to include hard copy of the job, all fonts, photos and documents in place.
- 4.2 **Equipment and Personnel:** The respondent selected to provide design, typesetting and related graphics services as described herein shall be required to provide all personnel, equipment, materials, supplies and incidentals required to generate, copy, develop and deliver completed product to the University as specified herein.

- 4.2.1 A complete list of all equipment owned, leased or rented by the respondent which will be used to perform the required services for any contract resulting from this RFP must be included with the proposal.
- 4.2.2 A complete list of all personnel who will perform services for any contract resulting from this RFP must be included with the proposal.
- 4.2.3 Respondent's facility must have on-site capability to provide typesetting and/or graphic design services, as required. Respondent must have appropriate equipment on-site for all services. Any exception to this condition must be noted herein. Additionally, respondents must identify in their proposal, what portions of the work, if any, would be subcontracted and to whom. The University reserves the right to approve subcontractors.

4.3 Description of Additional Services to be Provided:

- 4.3.1 The vendor must be prepared to meet with University personnel at the requesting departments' location(s).
- 4.3.2 Complete pick-up and delivery will be required throughout production of all jobs. This includes pick-up and delivery of all proofs and is to be done by vendor's representative; mail or professional courier services are not acceptable. As parking on campus is limited and restricted, it is the vendors' responsibility to obtain appropriate permits and park in designated areas only.
- 4.3.3 Services to be provided will include, but will not be limited to, consultation, typesetting, proofreading, layout, mechanical or disk preparation, graphic design, illustration, press checks, photo shoots.

Errors on mechanicals, proofs, film and/or disks/files which are discovered at any time during production and which are due to vendor's oversight must be corrected within 48 hours, at no cost to the University. Any additional production costs incurred as a result of such errors will be the responsibility of the vendor.

- 4.3.4 All original materials, including but not limited to, original copy, artwork, photographs, slides, transparencies, prints and computer media must be returned to the University in same order and condition as received by vendor. The University reserves the right to withhold payment until said materials are returned.
- 4.3.5 All printing solicitations will be done by the University Purchasing Department. Upon completion of design, detailed printing specifications will be submitted to the Purchasing Department for bidding purposes. A format for specifications will be provided. To the extent that a designer or agency providing services on a contract pursuant to this RFP is affiliated with a printing company, that printing company will be prohibited from bidding on that project.

PART 5 - EVALUATION CRITERIA

- 5.1 All proposals will be evaluated by a committee using the criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments.
- 5.1.1 Overall quality, quantity, complexity and nature of the firm's experience in providing graphic design services to institutions similar to the University of Connecticut or the University of Connecticut School of Business as evidenced by portfolio. Portfolio should demonstrate the firm's innovative and outstanding work as well as the firm's unique qualifications to provide these services.
Maximum points available: 20
- 5.1.2 Demonstrated strategic thinking as evidenced within bidder's proposal and portfolio.
Maximum points available: 20
- 5.1.3 Demonstrated creative thinking as evidenced within bidder's proposal and portfolio.
Maximum points available: 20
- 5.1.4 Ability, availability, and experience of employees to be assigned to the University of Connecticut School of Business account.
Maximum points available: 15
- 5.1.5 Demonstrated customer satisfaction on previous projects of similar size and scope as evidenced through contracts with references provided by both the respondent and those identified by the University.
Maximum points available : 15
- 5.1.6 Price (fee structure) based on the respondent's proposal to meet all University requirements herein.
Maximum points available: 10
Total maximum points available: 100
- Pricing should not include photography and printing services
 - Designate will be required to stay within 10% of project budget or will return fees in excess of 10% from their design fee.

PART 6
REFERENCES

Proposals should include three institutions where your organization is currently providing services of the type you are proposing for the University of Connecticut. Please include name, title, and telephone number of a contact person at each institution.

References:	Company	Contact	Telephone No.	E-Mail Address
Reference #1	_____	_____	_____	_____
Reference #2	_____	_____	_____	_____
Reference #3	_____	_____	_____	_____

PART 7
ATTENTION VENDORS

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

	<u>FORM NAME</u>	<u>WHERE TO SIGN</u>
1.	Form of Proposal	Bottom of Document
2.	Notification to Bidders	Bottom of Document

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

NOTICE TO PROSPECTIVE BIDDERS

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

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

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

NAME: _____

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

YEARS: _____

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Number of Years? _____

5. This firm is a: Corporation _____ Partnership _____ Sole Proprietorship _____

Joint Venture _____ Other _____

Women Owned _____ Minority Business _____

Set Aside Contractor _____

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

Name _____ Years Years/supervisor Telephone/Fax #'s

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

(Attach additional sheet if necessary)

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

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

1. Attached _____

2. N/A _____

Dated _____ at _____

Name of Organization:

Address: _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

Title _____

PART 9 – PRICING

Provide pricing for the four projects as described in Part 4, Specifications.

9.1 MBA Program Brochure w/ Pocket: print publication to promote full-time, part-time and Executive MBA Programs. Size and page count to be determined by design elements:

9.1.1	Initial Design:	\$ _____
9.1.2	Art direction and photo shoots:	\$ _____
9.1.3	Layout based on 16 pages:	\$ _____
9.1.4	Pre-press	\$ _____
9.1.5	Production	\$ _____
9.1.6	Total Design Cost	\$ _____
9.1.7	More cost for additional 4 pages:	\$ _____
9.1.8	More cost for additional 8 pages:	\$ _____
9.1.7	Less cost for minus 4 pages:	\$ _____

9.2 MBA Program Brochure Insert Booklet: print publication (to fit into the aforementioned brochure pocket) to include time-sensitive information about specific programs, locations, costs, etc. Size and page count to be determined by design elements.

9.2.1	Initial Design:	\$ _____
9.2.2	Art direction and photo shoots:	\$ _____
9.2.3	Layout based on 16 pages	\$ _____
9.2.4	Pre-press	\$ _____
9.2.5	Production	\$ _____
9.2.6	Total Design Cost	\$ _____

9.3 MBA Newsletter Re-Design: a publication used by the the School to promote the current news of the UConn MBA Program. The delivered template will serve as a shell into which UConn can generate subsequent issues.

- 9.3.1 Initial Design: \$ _____
- 9.3.2 Art direction and photo shoots: \$ _____
- 9.3.3 Layout, based on 4 pages: \$ _____
- 9.3.4 Pre-press \$ _____
- 9.3.5 Production \$ _____
- 9.3.6 Total Design Cost \$ _____
- 9.3.7 Cost for additional 4 pages: \$ _____
- 9.3.7 Set-up of subsequent newsletters keeping the initially agreed-upon format.
Each Additional Newsletter \$ _____

9.4 Advertising Templates: series of creative shells that form a cohesive campaign for routine advertising of MBA Programs and events. UConn must be able to manipulate the files to alter dates, times, etc. and re-size ads as necessary.

- 9.4.1 Initial Design: \$ _____
- 9.4.2 Art direction and photo shoots: \$ _____
- 9.4.3 Layout: \$ _____
- 9.4.4 Pre-press \$ _____
- 9.4.5 Production \$ _____
- 9.4.6 Total Design Cost \$ _____
- Each Additional Advertisement re-sized/re-formatted for special cases in which UCONN cannot provide \$ _____

9.5 MTA Poster: print poster for Metro North Railway to recruit MBA students. Size determined by MTA specifications.

- 9.5.1 Initial Design: \$ _____
- 9.5.2 Art direction and photo shoots: \$ _____
- 9.5.3 Layout: \$ _____
- 9.5.4 Pre-press \$ _____
- 9.5.5 Production \$ _____
- 9.5.6 Total Design Cost \$ _____

9.6 Author's Alterations post-agreement on final design: \$ _____/hour

The University may require additional design services. All bidders must provide rates as requested below for any of these services listed that your company offers.

Item No.	Item Description - Unit price in words and figures	Unit price in figures
1.	Typesetting	
a.	Cost to typeset from typed hard copy	Unit: Hour
	_____ (\$ _____)/Hour Written figures	\$ _____/Hour
b.	Cost to typeset from typed hard copy, per 8-1/2" x 11" double spaced original.	Unit: Page
	_____ (\$ _____)/Page Written figures	\$ _____/Page
c.	Cost to format type from word processing provided by client	Unit: Hour
	_____ (\$ _____)/Hour Written figures	\$ _____/Hour
2.	Laser Output	
a.	Cost for laser output from disk	Unit: 8-1/2" x 11" page
	_____ (\$ _____)/Page Written figures	\$ _____/Page
b.	Cost for laser output from disk	Unit: 8-1/2" x 14" page
	_____ (\$ _____)/Page Written figures	\$ _____/Page
c.	Cost for laser output from disk	Unit: 11" x 17" Page
	_____ (\$ _____)/Page Written figures	\$ _____/Page
3.	Author's Alterations	
a.	Cost, per line, for author's alterations at laser proof stage	Unit: Line
	_____ (\$ _____)/Line Written figures	\$ _____/Line
b.	Cost, maximum per page, for author's alterations at laser proof stage	Unit: Page
	_____ (\$ _____)/Page Written figures	\$ _____/Page

- c. **Cost, per line, for author's alterations at final proof stage** Unit: Line
 _____ (\$ _____)/Line \$ _____/Line
 Written figures
- d. **Cost, maximum per page, for author's alterations at final proof stage** Unit: Page
 _____ (\$ _____)/Page \$ _____/Page
 Written figures
4. **Photocopies**
- a. **Cost for black & white copies, 8-1/2" x 11"** Unit: Each
Single side
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- b. **Double side** Unit: Each
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- c. **Cost for black & white copies, 8-1/2" x 14"** Unit: Each
Single side
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- d. **Double side** Unit: Each
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- e. **Cost for black & white copies, 11" x 17"** Unit: Each
Single side
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- f. **Double side** Unit: Each
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- g. **Cost for color copies, 8-1/2" x 11"** Unit: Each
Single side
 _____ (\$ _____)/Each \$ _____/Each
 Written figures

- h. **Double side** Unit: Each
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- i. **Cost for color copies, 8-1/2" x 14"** Unit: Each
Single side
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- j. **Double side** Unit: Each
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- k. **Cost for color copies, 11" x 17"** Unit: Each
Single side
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
- l. **Double side** Unit: Each
 _____ (\$ _____)/Each \$ _____/Each
 Written figures
5. **Technical Services**
- a. **Cost for initial client meetings** Unit: Hour
 _____ (\$ _____)/Hour \$ _____/Hour
 Written figures
- b. **Cost for subsequent client meetings** Unit: Hour
 _____ (\$ _____)/Hour \$ _____/Hour
 Written figures
- c. **Cost for planning/ideas** Unit: Hour
 _____ (\$ _____)/Hour \$ _____/Hour
 Written figures
- d. **Cost for designing electronic layouts/comps** Unit: Hour
 _____ (\$ _____)/Hour \$ _____/Hour
 Written figures

e. **Cost for attending press checks (include all costs: time, travel, etc.)** Unit: Hour
_____/Hour \$_____/Hour
Written figures

f. **Cost for proofreading** Unit: Hour
_____/Hour \$_____/Hour
Written figures

g. **Cost for CD/disk preparation*** Unit: Hour
_____/Hour \$_____/Hour
Written figures

**Disk preparation includes checking client's disk for all appropriate files, fonts, screen values, etc.*

h. **Cost for scanning (based on file size)** Unit: Megabyte
_____/Megabyte \$_____/Megabyte
Written figures

i. **Cost for scanning (based on final image size)** Unit: Square Inch
_____/Sq. In. \$_____/Sq. In.
Written figures

6. **Design services**

a. **Cost for design services for basic design of small to medium publications**
(publications, posters, invitations, advertisements, etc.) Unit: Hour
_____/Hour \$_____/Hour
Written figures

b. **Cost for design services for complex design of high-end, high volume publications**
(recruitment publications, development, direct mail, etc.) Unit: Hour
_____/Hour \$_____/Hour
Written figures

c. **Cost for environmental design services** (signage, banners, billboards, etc) Unit: Hour
_____/Hour \$_____/Hour
Written figures

d. Cost for Web/electronic design services

Unit: Hour

_____/Hour (\$_____) /Hour

\$_____/Hour

Written figures

7. Illustration services

a. Cost for illustration services

Unit: Hour

_____/Hour (\$_____) /Hour

\$_____/Hour

Written figures

II. Respondent Questionnaire

1. What is the highest resolution (DPI) laser output available from your company? _____

2. Provide details of proofing systems available from your company:

3. Provide details on computer platform(s) your company has on site:

Macintosh: _____

PC: _____

4. Provide details of disk capability. What types and sizes (capacity in MB) of disks/CDs can you supply and/or work with?

5. Provide details of all word processing, desktop publishing and graphics programs your company is currently using. List the names, platform(s) and version(s).

6. Provide information on illustration services available from your company. Include samples.

7. Would you be willing to provide discounts on the rates provided herein for large projects (i.e., recruitment, development pieces; ‘families’ of publications, etc.)?

Yes

No

Item No. Item Description - Unit price in words and figures Unit price in figures

List any other services available from your company. Please provide a description of services, standard hourly rate and discounted rate that would be extended to the University for this contract. Include video production work, event coordination, photography, advertising, direct mail, etc.

Describe service:

Standard Hourly Rate: _____ (\$ _____) \$ _____
Written figures

Discounted Hourly Rate: _____ (\$ _____) \$ _____
Written figures

Describe service:

Standard Hourly Rate: _____ (\$ _____) \$ _____
Written figures

Discounted Hourly Rate: _____ (\$ _____) \$ _____
Written figures

Describe service:

Standard Hourly Rate: _____ (\$ _____) \$ _____
Written figures

Discounted Hourly Rate: _____ (\$ _____) \$ _____
Written figures

**PART 10
UNIVERSITY OF CONNECTICUT
FORM OF PROPOSAL FOR # KW042506**

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

The undersigned respondent, in response to your request for proposal for the above contract, having examined the proposal documents and being familiar with the conditions surrounding the proposed contract, including the availability of labor and supplies, hereby propose to provide services in accordance with these documents and submit for your consideration the following unit costs

Respondent hereby acknowledges receipt of the following addenda which are a part of the proposal documents:

NO. 1 , Dated

NO. 2 , Dated

NO. 3 , Dated

Respondent understands that the university reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its own best interest.

Respondent agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the proposals.

Respondent 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) the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal; c) that the respondent has not solicited or induced any person, firm or corporation to refrain from bidding; and d) that the respondent has not sought by collusion to obtain any advantage over any other respondent or over the university.

Date Submitted: _____, 2006

Firm name: _____

Address: _____

City and State: _____

Zip Code: _____

By: _____
Signature of Owner or Authorized Officer

Title: _____

Telephone # _____

Facsimile: _____

PART 11
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PART I - Bidder Information

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

Date:

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date)	(Telephone)
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Part 12
ATTACHMENT A

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

- (a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;(2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (c) Determination of a Contractor's good faith efforts shall include but not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

- (a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2)) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes
- (b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

INSTRUCTIONS TO BIDDERS

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

AWARD AND CONTRACT

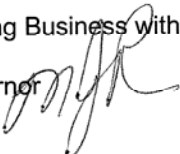
1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.
2. Cash discounts may be offered by bidder for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



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

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

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

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

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

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

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Affidavit
(Bid or Proposal)

Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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List information here

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

_____ Signature	_____ Date
--------------------	---------------

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, _____, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public