



University of Connecticut
Administration and Operations Services

Purchasing Department

ADDENDUM # 1
Final

DATE: December 23, 2008
TO: All Eligible Bidders
FROM: Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services
RE: RFP SA112108 – Long Term Disability Insurance

All respondents are hereby advised of the following amendments to the Request for Proposal documents which are hereby made an integral part of the bid documents prepared by the University of Connecticut Purchasing Department.

Respondents shall be required to acknowledge receipt of this addendum in their bid response on the Form of Proposal, Section 10. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their response.

Please review the following information:

The bid opening date is January 20, 2009 by 2:00 p.m.

BIDDER NOTE: This addendum must be completed, signed and submitted with your response to be considered for award. If you have already submitted a proposal, please acknowledge this addendum by signing below and submit in a sealed envelope clearly marked with the bid number, response date and return address. This will be accepted as part of your proposal response and must be received no later than January 20, 2009 by 2:00 p.m.

Date

Name of Bidder

Signature and Title

An Equal Opportunity Employer

3 North Hillside Road Unit 6076
Storrs, Connecticut 06269-6076

Telephone: (860) 486-2619

Facsimile: (860) 486-5051

web: www.purchasing.uconn.edu

Q1- Please confirm that this is a non-ERISA plan?

The long term disability program is a non-ERISA plan. Employees at the University of Connecticut are State of Connecticut employees and, as such, are not covered by ERISA.

Q2- Can you provide the LTD premium rates for the 2004 and 2005 years that University was covered by The Standard?

The long term disability rates identified below include commissions:

2004 and 2005:	\$.414/\$100	disability
	<u>\$.090/\$100</u>	pension continuation
	\$.504/\$100	total

Q3- Can you please confirm if the rates provided at the meeting include commissions?

The current long term disability rates , including commissions, are identified below:

2006 to current:	\$.27/\$100	disability
	<u>\$.06/\$100</u>	pension continuation
	\$.33/\$100	total

Q4- We would like to review the enrolled lives history, can this be obtained?

The premium exhibit has been updated to reflect covered lives by month. See Exhibit A.

Q5- Are monthly or aggregate premiums available from 01/01/2004 - 05/01/2006

The premium exhibit has been updated and the monthly premiums and lives from 1/04 through 6/06 with The Standard are indicated under a separate tab. See Exhibit A.

- Q6- Under the survivor income benefit, the current definition means:
spouse, if living, otherwise any child who is:
(a) unmarried; and
(b) Dependent on you for support and maintenance; and
(c) less than 19 years of age, or less than 25 years of age and enrolled in a school as a full time student.

Will the University comply across all plans and/or coverage's with Connecticut Public Act 08-147?

The definition of child for the surviving income benefit is not changing.

- Q7- It was stated in the RFP that there are several union employees. Would it be possible to send us a copy of the collective bargaining agreement?

There are two union groups eligible for the Alternate Retirement Program, the American Association of University Professors (AAUP) and the University of Connecticut Professional Employees Association (UCPEA). AAUP members are identified on the census data in Column J with a BU=28; UCPEA members with a BU=29, and all others are non-bargaining.

Bargaining agreements are available online at the following link:

http://www.hr.uconn.edu/labor_relations/uclassbu.html

- Q8- Do the employees pay into social security? Or do they have a State Retirement Plan in lieu of or in addition to Social Security?

The census data reflects the employees who are not currently paying into Social Security under Column L=NO FICA. This is a grandfathered group of employees who were offered the choice years ago. Since that time, all newly hired employees have been required to pay into Social Security.

- Q9- Do the employees have an Accumulated Sick Leave plan? If so, would it be possible to provide the average number of accumulated sick leave days for all employees?

With the exception of AAUP members (BU=28) and Law School Faculty (BU=34), employees receive 15 sick days on July 1 each year. Unused days accumulate in an "as if" accrual system.

AAUP and Law School Faculty do not have a Sick Leave Plan. The awarding of sick leave is at the discretion of the Deans.

Human Resources does not have information readily available to calculate the average amount of "as if" time accrued by employee.

Q10- On the census file there are three columns: Annual Salary, Adjusted Salary by % Employed, and Covered Salary. Which of these columns indicates the salary actually received by the employee?

Adjusted Salary by % Employed would be the best indicator of what an employee actually receives.

Q11- There is a column in the census file titled Eligible for Supplemental Pay from UConn. What does this column refer to?

AAUP members (BU=28) who become disabled receive 100% of their take home pay for the duration of their medical leave as identified in their bargaining agreement, Article 19.IV.G. The LTD insurance pays 60% and the University makes up the difference, which is considered the Supplemental Pay.

Q12- Have there been any recent plan changes to the LTD?

There have been no plan changes to the LTD benefit.

Q13- Would it be possible to provide earned premium and average lives broken out by period from when the group was with The Standard?

See Exhibit A.

Q14- It is our understanding that the current rates are \$0.27 per \$100 of covered payroll for the LTD and \$0.06 per \$100 of covered payroll for the Pension Benefit. However on page 4 in the RFP, it asks for the rate per \$1,000 of covered payroll. Which is the correct method of calculation?

The correct method of calculation is per \$100 of covered payroll.

Q15- Is it possible to provide the renewal LTD and Pension Benefit rates?

There are no renewal rates. Each insurance carrier, including the incumbent, is required to submit a proposal to be considered for the new contract that will be awarded effective July 1, 2009.

Q16- Has Liberty Mutual or The Standard provided updated claims experience since the meeting on December 9?

Yes, after reviewing the exhibits provided at the December 9, 2008 pre-bid meeting, the Standard provided an updated claims exhibit. See Exhibit B.

Exhibit A

LTD Monthly Premiums Revised 12 17 08

Liberty Mutual:

Month	Total Premium	Lives
Jul 06	\$46,398.04	2464
Aug 06	\$46,140.13	2450
Sep 06	\$46,927.73	2455
Oct 06	\$48,399.10	2463
Nov 06	\$48,841.22	2477
Dec 06	\$48,924.13	2483
Jan 07	\$49,055.32	2492
Feb 07	\$48,671.58	2471
Mar 07	\$48,857.95	2481
Apr 07	\$49,002.51	2487
May 07	\$49,165.38	2490
Jun 07	\$49,127.69	2484
Academic Yr 06-07	\$579,510.78	
Jul 07	\$49,067.57	2483
Aug 07	\$48,873.63	2478
Sep 07	\$49,676.87	2472
Oct 07	\$52,051.46	2542
Nov 07	\$51,773.30	2525
Dec 07	\$51,905.47	2531
Jan 08	\$51,934.23	2535
Feb 08	\$51,905.66	2536
Mar 08	\$51,911.09	2535
Apr 08	\$52,059.05	2546
May 08	\$52,182.07	2549
Jun 08	\$52,424.15	2563
Academic Yr 07-08	\$615,764.55	
Jul 08	\$52,337.00	2556
Aug 08	\$52,178.07	2552
Sep 08	\$53,199.22	2560
Oct 08	\$53,760.42	2520
Nov 08	\$55,177.45	2588
Dec 08	\$55,316.23	2594
Year-to-date	\$321,968.39	

The Standard:

Month	Premium	Total Lives
Jan 04	58096.79	2100
Feb 04	58357.13	2115
Mar 04	58720.63	2135
Apr 04	58969.39	2156
May 04	59209.98	2158
Jun 04	58445.90	2161
Jul 04	58505.99	2168
Aug 04	59819.39	2189
Sep 04	62180.26	2199
Oct 04	63554.34	2256
Nov 04	64070.87	2280
Dec 04	64313.28	2293
Calendar Year 04	724243.95	
Jan 05	64331.07	2294
Feb 05	64042.53	2284
Mar 05	64532.05	2308
Apr 05	64790.70	2322
May 05	64900.58	2327
Jun 05	65030.06	2333
Jul 05	65064.29	2340
Aug 05	65105.24	2342
Sep 05	66478.40	2359
Oct 05	69289.14	2396
Nov 05	70193.87	2422
Dec 05	70531.71	2433
Calendar Year 05	729757.59	
Jan 06	70708.78	2440
Feb 06	70422.43	2436
Mar 06	70780.23	2451
Apr 06	70734.20	2457
May 06	71057.27	2465
Jun 06	71016.64	2462
Jan - Jun 06	424719.55	

Exhibit B

(see next page)

GCE0300-4* GROUP CLAIM EXPERIENCE

RUN DATE 12/22/2008

POLICY 135169 UNIVERSITY OF CONNECTICUT

FROM 01/2004 THRU 11/2008

CLAIM NUMBER	CLAIMANT NAME	S X COV	O PD C	*-----*	DATES-----*	CAUSE CODE	P N	BENEFIT	AMOUNT PAID THIS PERIOD	TOTAL PAID THIS CLAIM	RESERVE END OF PERIOD	RESERVE BEG OF PERIOD
082079	HAMPTON	K F LTD	LT 3	12/1959	07/2004 04/2005	08/2005	NS 20	2,396.65	7,133.25	7,133.25		
374572	CORR	D M LTD	LT 3	01/1967	10/2005 03/2006	06/2008	NS 20	1,840.70	20,182.04	20,182.04		
392649	PASTULA	J F LTD	LT 3	11/1952	04/2006 10/2006		NS 20	3,051.47	33,697.24	33,697.24	122,704.88	
393587	STITES	M F LTD	LT 3	01/1948	12/2005 10/2006	02/2008	NS 20	3,694.75	78,587.31	78,587.31		
069689	MARU	K F LTD	LT 2	12/1947	03/2004 06/2004		NS 21	3,867.10	105,289.32	105,289.32	123,371.95	
080348	SNOW	D M LTD	LT 6	10/1944	03/2004 09/2004		NS 23	3,252.30	174,257.34	174,257.34	25,954.86	
080641	HILL	B F LTD	LT 3	09/1955	02/2004 08/2004	03/2005	NS 23	2,227.25	15,590.75	15,590.75		
393535	HENDRICKS	V F LTD	LT 2	06/1954	03/2006 11/2006		NS 23	3,750.00	54,837.51	54,837.51	223,506.68	
VB0515	MCDERMOTT	D F LTD	LT 2	12/1947	05/2006 06/2007		NS 27	4,094.60	104,088.44	104,088.44	231,323.08	
393533	ABBOUD	N F LTD	LT 2	06/1962	01/2006 01/2007		NS 27	4,502.80	133,573.26	133,573.26	695,877.58	
079617	DEVEREUX	J M LTD	LT 2	01/1961	10/2004 03/2005		NS 33	2,889.25	57,941.11	57,941.11	187,649.61	
					SUBTOTAL PENDING - LT							
					SUBTOTAL OTHER - LT			785,177.57	785,177.57	785,177.57	1,610,388.64	
					PRODUCT - LT			785,177.57	785,177.57	785,177.57	1,610,388.64	
082080	HAMPTON	K F LTD	MA 3	12/1959	07/2004 04/2005	08/2005	NS 20	519.27	2,596.35	2,596.35		
374573	CORR	D M LTD	MA 3	01/1967	10/2005 03/2006	06/2008	NS 20	398.82	10,561.42	10,561.42		
392650	PASTULA	J F LTD	MA 3	11/1952	04/2006 10/2006		NS 20	661.20	17,509.82	17,509.82	63,759.35	
398499	STITES	M F LTD	MA 3	01/1948	12/2005 10/2006	02/2008	NS 20	800.53	17,027.31	17,027.31		
069690	MARU	K F LTD	MA 2	12/1947	03/2004 06/2004		NS 21	837.87	44,892.90	44,892.90	52,602.60	
080349	SNOW	D M LTD	MA 6	10/1944	03/2004 09/2004		NS 23	704.67	37,650.75	37,650.75	5,580.59	
080642	HILL	B F LTD	MA 3	09/1955	02/2004 08/2004	03/2005	NS 23	482.57	3,377.99	3,377.99		
393536	HENDRICKS	V F LTD	MA 2	06/1954	03/2006 11/2006		NS 23	812.50	22,378.50	22,378.50	91,209.98	
VB6048	MCDERMOTT	D F LTD	MA 2	12/1947	05/2006 06/2007		NS 27	887.16	22,552.35	22,552.35	50,119.64	
393534	ABBOUD	N F LTD	MA 2	06/1962	01/2006 01/2007		NS 27	975.61	28,940.98	28,940.98	150,773.33	
079618	DEVEREUX	J M LTD	MA 2	01/1961	10/2004 03/2005		NS 33	626.00	28,691.04	28,691.04	92,989.43	
					SUBTOTAL PENDING - MA							
					SUBTOTAL OTHER - MA			236,179.41	236,179.41	236,179.41	507,034.92	
					PRODUCT - MA			236,179.41	236,179.41	236,179.41	507,034.92	
					SUBTOTAL PENDING - LTD							
					SUBTOTAL OTHER - LTD			1,021,356.98	1,021,356.98	1,021,356.98	2,117,423.56	
					COVERAGE - LTD			1,021,356.98	1,021,356.98	1,021,356.98	2,117,423.56	
					POLICY - 135169			1,021,356.98	1,021,356.98	1,021,356.98	2,117,423.56	

THE INFORMATION IN THESE REPORTS IS CONFIDENTIAL AND PROPRIETARY. THESE REPORTS ARE TO BE ACCESSIBLE ONLY TO POLICYHOLDER PERSONNEL OR AN AUTHORIZED REPRESENTATIVE OF THE POLICYHOLDER WHO HAVE A LEGITIMATE BUSINESS REASON TO EXAMINE THE INFORMATION. THESE REPORTS MAY NOT BE REDISCLOSED WITHOUT THE WRITTEN AUTHORIZATION OF STANDARD INSURANCE COMPANY.



REQUEST FOR PROPOSAL

for

University of Connecticut

Long Term Disability Insurance

RFP# SA112108

Issue Date: November 21, 2008

Mandatory Pre-Proposal Conference: December 9, 2008 @ 1:30 PM (EST)

Inquiry Closing Date: December 22, 2008

Proposal Due Date: January 20, 2009 @ 2:00 PM (EST)

Issued By

Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services
Sharon.alexander@uconn.edu

TABLE OF CONTENTS

Organization of RFP: This RFP is organized as follows:

Preface:

<i>Section 1</i>	<i>Introduction</i>
<i>Section 2</i>	<i>Statement of Work/ Requirements</i>
<i>Section 3</i>	<i>Information Required from Respondents</i>
<i>Section 4</i>	<i>References</i>
<i>Section 5</i>	<i>RFP Evaluation</i>
<i>Section 6</i>	<i>Proposal Terms and Conditions</i>
<i>Section 7</i>	<i>General Terms and Conditions</i>
<i>Section 8</i>	<i>Current Certificate of Coverage</i>
<i>Section 9</i>	<i>Agreement Format</i>
<i>Section 10</i>	<i>Form of Proposal</i>
<i>Section 11</i>	<i>Vendors Qualification Statement</i>
<i>Section 12</i>	<i>Directions</i>

Attachments:

- State Ethics Policy
- Bidder Contract Compliance Monitoring Report
- SEEC Form 11
- Non-Discrimination Certification

Affidavits:

- Form 1 – Gift and Campaign Contribution Certification
- Form 5 – Consulting Agreement Affidavit
- Form 6 – Affirmation of State Ethics Laws
- Signature Authorization Documentation
 - <http://www.purchasing.uconn.edu/corpres/corpres.html>

Section 1 Introduction

- 1.0** **Scope:** The University of Connecticut is seeking proposals from experienced and qualified firms for the purpose of entering into a fully insured Long Term Disability Agreement. It is the University's intent to make a single exclusive award as a result of this RFP.

The expectations and rights of each party should be anticipated, identified and reviewed at the outset and throughout the Long Term Disability Agreement to create and continue a positive, productive and lasting relationship.

- 1.1** **General:** The University anticipates a Long Term Disability Agreement which is expressly conditioned upon the performance of the Long Term Disability Bidder's obligations and commitments as identified in the anticipated agreement.

- 1.2** **Term of Contract:** The initial term of any contract resulting from this RFP will be for three (3) years, beginning on July 1, 2009. By mutual written agreement of both parties, resultant contract may be extended for three (3) additional one (1) year periods or parts thereof. Such intent to renew shall be conveyed to the firm in writing no later than one hundred and twenty (120) days prior to the effective date.

- 1.3** **Contract Value:** The best estimate of any contract resulting from this solicitation may be valued at approximately **\$650,000** annually. This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified amount of services. Because requirements cannot be predicted with a certain degree of accuracy, any contract resulting from this RFP will not guarantee a specific amount of business or income.

- 1.4** **Method of Award:** Each proposal will be evaluated by a committee using a points earned matrix. The award shall be made to the most responsive and responsible respondent offering the best value and most economical proposal based on the total matrix scores as determined by the University. All respondents, in 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.

- 1.5** **Demographics:** The University of Connecticut is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, a School of Social Work located at the Greater Hartford Campus, a School of Law located in Hartford, CT, and an MBA in downtown Hartford. Please note that the Schools of Medicine and Dental Medicine, graduate programs, medical and dental clinics and the John Dempsey Hospital, all of which comprise the UConn Health Center, located in Farmington, CT are not included in this request for proposal.

The Long Term Disability Agreement will cover employees at the University of Connecticut, as described above, who are enrolled in the Alternate Retirement Program, a defined contribution retirement benefit that is offered as an alternative to the defined benefit retirement plan. The Alternate Retirement Program is available only to 1) employees in The University of Connecticut Chapter of the American Association of University Professors (AAUP), 2) employees in The University of Connecticut Professional Employees Association (UCPEA), and 3) management/confidential employees.

Enrollment in the Alternate Retirement Program as of October 2008 was 2590. All are automatically enrolled for long term disability benefits and represent a covered salary totaling \$209 million. Specific demographic information about these employees will be distributed at the mandatory pre-proposal conference, including date of birth, gender, title, covered salary, and work location.

- 1.6** **Claim History:** Exhibits reflecting the long term disability claim history will be distributed at the mandatory pre-proposal conference. Included will be exhibits provided by Liberty Mutual, the insurance carrier since July 1, 2006, and The Standard, the insurance carrier prior to July 1, 2006.

Section 2

Statement of Work/Requirements

Statement of Work

2.0.1 Long Term Disability Plan Design

The University is seeking a Long Term Disability Agreement that duplicates the current benefit plan design, which is a union-negotiated benefit. The provisions of the current plan design are summarized below and described in detail in Section 8; herein.

Monthly Benefit	60% of basic monthly earnings payable to claimant, plus 13% of basic monthly earnings payable to ING for deposit into claimant's retirement plan account
Waiting Period	6 months
Maximum Earnings Used to Calculate Benefit	\$140,000
Minimum Monthly Benefit	Greater of \$100 or 10%
Maximum Benefit Period Age at Disability Less than 60 60 to 65 65 to 68.5 68.5 and older	To age 65 4.5 years To age 70 1 year
Own Occupation Duration	Full duration of claim
Mental Illness Limit	None
Drug & Alcohol Limit	None

Bidder's should carefully review all features of the current plan design and identify specifically in their proposal any provisions that cannot be duplicated. While it is the intent of the University of Connecticut to exactly duplicate the current long term disability benefits, Bidders who are unable to duplicate the benefits in their entirety will not be automatically disqualified but must respond as noted in Section 6, herein.

2.0.2 Program Cost Structure/ Content

Each proposal shall contain, at a minimum, the following information:

2.0.2.1 Bidders must provide one premium rate per \$1,000 of covered salary for the basic benefit (60% payable to claimant) and one premium rate per \$1,000 for the retirement plan contribution (13% payable to ING).

2.0.2.2 Bidders should exclude brokerage commissions and fees. The University reserves the right to utilize the services of a broker of its choosing and to have such fees and commissions billed through the insurance premiums.

2.0.3 Billing Services

2.0.3.1 The University of Connecticut generates its own billing invoice and remits premium to the vendor. The grace period for the account is 31 days. Premium is remitted via wire transfer. A sample billing invoice will be distributed at the mandatory pre-proposal conference.

2.0.4 Claims Process

2.0.4.1 LTD Claims Process and Pension Process

The University of Connecticut uses a paper claim process. The LTD claim kit is sent to the employee from the University of Connecticut. The employee completes the claim form and ensures that the attending physician completes his/her statement. The University of Connecticut provides the vendor claim office with the employer's statement.

2.0.4.2 The LTD claim submission is reviewed and if the claim is approved, monthly LTD benefit checks are issued. The monthly LTD benefit checks are issued on the 1st of the month. LTD benefits are not prorated on the front and back end of the claim instead benefits are paid for the full month. A letter approving the claim is mailed to the claimant and an e-mail copy is sent to the University of Connecticut.

2.0.4.3 Once the LTD claim is approved, the claimant is also approved for the pension benefit amount, which is sent directly to ING. The pension checks are issued to ING with the claimant's name, SSN and the University of Connecticut pension account information. The distribution of funds into claimant's pension account is the responsibility of ING. The pension checks run concurrent with the LTD monthly benefit checks and are not prorated.

2.0.4.4 Please note that the LTD plan has a 3% COLA provision. The 3% annual increase will apply to the LTD monthly benefit, the minimum LTD monthly benefit as well as the pension benefit.

2.0.4.5 If there is a partial return to work, then the LTD benefits and the pension amounts are not prorated until after the work transition period.

2.0.4.6 If the claim is denied, then a denial letter will be sent to the claimant with a copy to the University of Connecticut.

2.0.4.7 When the claim is closed, then the LTD Benefit and Pension checks are closed

Section 3

Additional Information Required From Respondents

Please format your response following the outline below.

3.1 FEE SECTION

Bidders must provide the premium rates as specified in 2.0.2 Program Cost Structure/Content and indicate what services are included in the premium rates, and the length of time and circumstances under which such rates are guaranteed. Bidders should also specify if certain services are excluded from the premium rate and offered at an additional fee, such as printing charges for claim kits or certificates of insurance.

3.2 EXECUTIVE / MANAGEMENT SUMMARY

The executive/management summary shall include a capability of performance statement. This statement should demonstrate the Bidder's capability in providing the requirements and specifications of this RFP. Emphasis should be placed on the Bidder's capability to provide the best value to the University, delivering a comprehensive and quality program, incorporating the latest and most innovative technologies and practices suitable for the best interests of the University.

3.3 COMPLIANCE WITH THE REQUIREMENTS AND SPECIFICATIONS

The information/items specified herein must be addressed in the proposal. The proposal must be expressly clear that it satisfies each point of the RFP requirements and specifications as referenced in Section 2 – Statement of Work/Requirements. Bidders should clearly indicate what, if any, of the specifications they are unable to meet.

Bidders are urged to read the requirements and specifications very carefully and to submit their questions, in writing, either at the mandatory pre-proposal conference or by the Inquiry Close Date as noted in 6.2. Misinterpretation of requirements and specifications by the Bidder shall not relieve the Bidder of any responsibility to accurately address the requirements of this RFP or to perform the contract, if awarded.

3.4 ACCOUNT REFERENCES AND PAST PERFORMANCE

Bidders must provide references as specified herein. Cited references must be able to confirm, without reservation, the Bidder's ability to perform as specified in this solicitation. References, which demonstrate comparable projects, of similar scope and size, preferably projects with educational institutions should be provided. The Bidder must use these references to support its proposal's viability. A minimum number of three references must be provided. Bidders are encouraged to include a brief description of each partnership.

The University reserves the right to take any or all of the following actions: to reject a proposal based on an unsatisfactory reference, to contact any person or persons associated with the referenced site, to request additional references or contact any known organization using the services supplied by the Bidder or the Bidder's subcontractors, for additional information about the proposer.

3.5 ACCOUNT TEAM AND ORGANIZATION

Bidders shall identify the team of representatives who will be assigned to the University of Connecticut account and provide a brief overview of each person's qualifications. Additionally, the Bidder shall identify an account representative who will serve the lead function on the team and as the point person for the University of Connecticut. The account representative should be experienced in servicing long term disability agreements with clients of similar size and complexity.

3.6 IMPLEMENTATION PLAN

Bidders shall provide an implementation plan that identifies key activities and timeframes for completion. The plan should be well thought out and organized, and one which demonstrates the highest quality of comprehensive and innovative services. Final acceptance of the implementation plan will be subject to the University's approval.

3.7 FINANCIAL VIABILITY

The Bidder must include a copy of its most current Annual Report or audited Statement of Financial Condition (include one copy only in the original). This document will be used to help make a determination of Bidder's responsibility.

3.8 EXCLUSIONS OR EXCEPTIONS

Bidder shall use this section to identify any exclusions or exceptions to this Request for Proposal.

3.9 ADDITIONAL INFORMATION

Proposer shall use this section to include any additional information that was not specifically requested in this Request for Proposal that should be considered in the evaluation of the response.

Section 4

References

Proposals should include three institutions, of similar or the same size, where your organization is currently providing Long Term Disability Insurance of the type you are proposing for the University of Connecticut. Please include name, e-mail address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

Reference #1

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #2

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Reference #3

Company	
_____	_____
Contact	Telephone No.
_____	_____
Title	Email

Section 5

RFP Evaluation Criteria

- 5.0** RFP Evaluation Criteria: The award of a Long Term Disability Agreement will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive Bidder offering the best value for the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

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

- | | | |
|--------------|---------------------------|------------------|
| 5.0.1 | Price. | 80 Points |
| 5.0.2 | Account references | 5 Points |
| 5.0.3 | Service team credentials. | 15 Points |

Total Maximum Points Available: 100

Section 6

Proposal Terms and Conditions

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

6.1 **Specifications:** The specifications in Sections 2 and 3 must be responded to on a detailed point by point basis so the University can evaluate how the proposer plans to meet these requirements. Proposers must use the RFP numbering scheme in their response to allow for efficient evaluation. All proposals shall include a point-by-point response to this RFP. All terms and conditions must be acknowledged individually, referencing the section number with either acceptance of, or the bidder's exception to, each section. Exceptions must include details. Exceptions to terms and conditions may or may not be accepted by the University. Failure to respond to all points may be grounds for rejection.

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

Release of RFP	November 21, 2008
Mandatory Pre-proposal Conference	December 9, 2008 @ 1:30 PM
Closing Date for Inquiries	December 22, 2008
Submission of RFP Due	January 20, 2008
Proposer Presentations (if necessary)	TBD (To Be Determined if necessary)
Anticipated Award Date	TBD

This timetable is tentative and subject to change. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of this RFP to the coordinator identified in 6.3. Failure to meet the delivery dates as outlined above may be basis for disqualification of your proposal.

6.3 **Receipt of Proposals:**

6.3.1 All inquiries relative to the conditions and specifications listed herein as well as clarification of any information contained in this Request must be made to:

Sharon L. Alexander, C.P.M.
Executive Director, Procurement & Logistical Services
Sharon.alexander@uconn.edu

University of Connecticut
3 North Hillside Road- Unit 6076
Storrs, CT 06269-6076
(Please reference Bid #)
Phone: (860) 486-2616 / Fax: (860) 486-0012

- 6.3.2 All requests for clarification must be in writing. Subsequently, the University's response to any request for clarification, together with a copy of the written request, will be provided contemporaneously by the University to all known parties receiving this proposal. The University will provide a written response to all written requests for clarification within five (5) business days before RFP due date. The University will not respond to any request for clarification received by the University after the close of business ten (10) days prior to opening of this RFP. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving this RFP.
- 6.3.3 Responses to all written requests will also be posted on the University Purchasing Department website: www.purchasing.uconn.edu/currentbid/currentbid.html and the DAS portal website: www.das.state.ct.us/Purchase/Portal/Portal_Home.asp#Bids
- 6.3.4 **Under no circumstances may any Bidder or its representative contact any employee or representative of the University regarding this proposal prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.**
- 6.3.5 Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.
- 6.3.6 **ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 6.3.4 AND 6.3.5 ABOVE MAY RESULT IN THE REJECTION OF ANY VENDORS PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.**

6.4 Requests for clarification by the University

The University may request that any bidder clarify or supplement any information contained in this proposal. Bidders are required to provide a written response within five (5) business days, or sooner, of receipt of any request for clarification by the University.

6.5 Informal Communications

- 6.5.1 From the date of receipt of this proposal by each Bidder, until a binding contractual agreement exists with the selected Firm or Firms and all other Bidders have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease.** Informal communications shall include, but are not limited to:
- 6.5.2 Requests from the Bidders to any department(s) at the University, for information, comments, speculation, etc; and
- 6.5.3 Requests from any department at the University or any employee of the University for information, comments, speculations, etc.

6.6 Formal Communications

6.6.1 From the date of receipt of this Request for Proposal by each Bidder until a binding contractual agreement exists, as noted above, communications between the University and the Bidders will be formal. Formal communications shall include but not be limited to:

6.6.1.1 Mandatory Pre-Proposal Conference (See 6.8)

6.6.1.2 Oral Presentations, if required

6.6.1.3 Pre-Award Negotiations

6.7 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, except information provided at the mandatory pre-bid meeting.

All proposals must be submitted in three ring binders within a sealed envelope or box and labeled as noted above. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

6.7.1 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 by the date and time noted. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

6.7.2 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.

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

6.7.3 The RFP document shall include the following documents:

- An original and five (5) complete copies of your proposal response
- An exact copy of the "Form of Proposal"
- A point-by-point response to all terms and conditions in this RFP document, specifically Sections 2 & 3
- A completed "Bidder Contract Compliance Monitoring Report"
- All required, original signed and notarized Affidavits (See Attached)
- Signature Authorization Documentation (See Section 7.7.12)

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

An original and five (5) copies of the proposal must be submitted in a sealed envelope or box to:

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

Reference RFP No. SA112108
“Long Term Disability”

On or before January 20, 2009 @ 2:00 p.m. (EST)

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

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

- 6.7.4** 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 or electronically transmitted proposals will not be accepted.
- 6.7.5** Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

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

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

- 6.7.6** All required signatures must be affixed in Sections 10 and 11 Bidder Contract Compliance Monitoring Report and the required Affidavits.
- 6.7.7** At the specified time stated in above, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the responses, 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 proposal opening.
- 6.7.8** 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 bidder wishes to supply any information which it believes is exempt from disclosure under the Act, said bidder 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.

- 6.8 Mandatory Pre-Proposal Conference:** A mandatory pre-proposal conference will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers as required to clarify terms, conditions or specifications of the Request for Proposal. Additional information will be handed out at this time.

Date/Time: December 9, 2008 @ 1:30 PM (EST)
Location: University of Connecticut, Purchasing Department
2nd Floor Conference Room #204, 3 North Hillside Road, Storrs, CT

Only those firms who attend the conference may submit proposals to be considered.

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.

- 6.8 Completed RFP's:** Each Proposer must respond to, and be capable of, supplying all services outlined in the RFP specification.

6.9 RFP Status and Submission Information:

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

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

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

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

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

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

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 6.3.1, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 6.2 provided they are then fully in conformance with these terms and conditions.

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

6.10 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.

6.11 Pre-Award Presentations and Negotiations:

6.11.1 Pre-Award Presentations: As a part of the evaluation process, the University may require, but is not obligated to, presentations from one or more of the highest ranked vendors. If a proposer is requested to make a presentation, the proposer will make the necessary arrangements and bear all costs associated with the presentation.

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

- 6.11.2.1** Resolving minor differences and informalities
- 6.11.2.2** Clarifying necessary details and responsibilities
- 6.11.2.3** Emphasizing important issues and points
- 6.11.2.4** Receiving assurances from vendors
- 6.11.2.5** Exploring ways to improve the final contract

6.12 Formation of Agreement:

6.12.1 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 respondent:

6.12.2 Accept a proposal as written by issuing a written "Agreement" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or

6.12.3 Enter into negotiations with one or more respondents 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 respondent and the negotiations concerning these.

- 6.12.4** The response to this RFP will be considered an offer to contract. Because the University may use the alternative described in paragraph 6.12.1.2above, each respondent 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.
- 6.12.5** 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.
- 6.12.6** It is mutually agreed by and between the University and the firm that acceptance of the firms offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. **The University's agreement format has been included for your review (See Section 9). If there are exceptions to be taken, these must be included in your proposal response.**
- 6.12.7** The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

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

- 6.13.1** **License:** The Long Term Disability Insurance Agreement will not grant the vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.
- 6.13.2** **Advertisements:** Unless specifically authorized in writing by University Communications on a case by case basis, the vendor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

6.14 Patent and Copyright

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

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

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

6.15 Award of Contract: While the University prefers to have an exclusive vendor, it does reserve the option to issue multiple awards. The “exclusive” award will be one contract to the qualified vendor whose proposal, conforming to the conditions and requirements of the RFP, is determined to be the most advantageous to the University. The “multiple award” refers to contracts issued to multiple vendors based on their ability to meet the requirements set forth in this RFP.

6.16 Payment Terms: Payment Terms shall be **2% 15 DAYS NET 45 DAYS** unless otherwise stated in the Form of Proposal, Section 9.

Section 7

General Terms and Conditions

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

- 7.0 Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the lowest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 7.1 below.
- 7.1 Contract Format:** The resulting contract will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.
- 7.2 Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Long Term Disability Insurance carrier citing the instances of noncompliance with the contract.
- 7.2.1** The Bidder 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.
- 7.2.2** If the Bidder and the University reach an agreed upon solution, the Bidder shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 7.2.3** If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Bidder, the University reserves the right to terminate the agreement.
- 7.2.4** If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 7.3 Contract Modification:** All requests for changes must be in writing on letterhead and submitted to the Purchasing Department. All changes to the contract must be agreed to in writing by both parties prior to executing any change; this applies to all rate changes.
- 7.4 Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 7.5 Notification of Selected Bidder:**
It is the University's intention to review proposals, complete contract negotiations and execute an Agreement in 90 days. All vendors will receive written notification of this action after the University of Connecticut Purchasing Department has approved the selection, the Attorney General's Office has approved the agreement and the University of Connecticut Board of Trustees has approved the contract.

7.6 Indemnification Requirements:

- 7.6.1 Hold Harmless:** The proposer 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.
- 7.6.1 Liens:** The successful Bidder shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services by or to the Bidder.
- 7.6.2 Choice of Law and Venue:** The terms and provisions of this RFP and any contract(s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 7.6.3 Actions of the Bidder:** The actions of the successful Bidder with third parties are not binding upon the University. The Bidder is not a division of the University, partner or joint venture of/with the University.

7.7 Standard Terms and Conditions:

- 7.7.1 Federal, State and Local Taxes, Licenses and Permits:** The successful vendor will comply with all laws and regulations on taxes, licenses and permits.
- 7.7.2 Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 7.7.3 Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 7.7.4 Contract Provisions by Reference:** It is mutually agreed by and between the University and the vendor that the University's acceptance of the vendor's offer by the issuance of an executed Agreement shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal except as amended in the Agreement. Any exceptions taken by the vendor which are not included in the Agreement will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a vendor, the terms and conditions of this Request for Proposal and Agreement will govern.

7.7.5 Warranty: The manufacturer's standard warranty shall apply. The vendor warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications and agrees to replace defective items promptly and at no charge to the University. If the vendor knows of the University's intended use, the vendor warrants that the goods or services are suitable for the intended use.

7.7.6 Ethical Considerations: The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

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

7.7.7 Executive Order No. 3: This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

7.7.8 Executive Order No. 17: This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

7.7.9 Executive Order No. 16: This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

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

7.7.10 Executive Order No. 7C

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

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

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
- (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

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

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

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

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

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

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

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

7.7.12 Signature Authorization Documentation:

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

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

7.7.13 SEEC Requirements:

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

7.7.14 Whistleblower Protection:

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

7.8 Responsibilities of the Long Term Disability Bidder:

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

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

7.8.2.1 Has read and completely understands the proposal documents.

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

7.9 Repairs to Property Damage: Existing facilities damaged during delivery and/or service by the vendor, the vendor's agents or employees, shall be repaired to the satisfaction of the University. All repairs shall be accomplished at no cost to the University.

7.10 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, often times resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Proposers are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**
- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
- 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.
- 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.

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

Phone: (860) 486-4930
Fax: (860) 486-0191

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

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

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

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

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

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

Visitor Parking

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

Load Zones

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

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

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

7.12.1 Workers Compensation and Employers' Liability:

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

7.12.2 Commercial General Liability:

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

7.12.3 Automobile Liability:

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

7.12.4 Minimum Scope of Insurance:

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

Section 8
CURRENT CERTIFICATE OF COVERAGE

- **SCHEDULE OF BENEFITS**

- **DEFINITIONS**

- **ELIGIBILITY AND EFFECTIVE DATES**

- **DISABILITY INCOME BENEFITS**

- **EXCLUSIONS**

- **TERMINATION PROVISIONS**

- **GENERAL PROVISIONS**

SCHEDULE OF BENEFITS

ELIGIBILITY REQUIREMENTS FOR INSURANCE BENEFITS

What is the Minimum Hourly Requirement?

All Faculty Employees who are on the regular (UHF) payroll are not required to meet the work test.

All UCPEA Employees who are on the regular (UHF) payroll and who work at least 17.5 hours per week.

All non-faculty Employees who are on the regular (UHF) payroll and who work at least 20 hours per week.

Who is Eligible for Long Term Disability Benefits?

All Employees, on the regular payroll (UHF), who are employed at least 50% of the time and are participating in the Alternate Retirement Program (Plan) and who are:

- non-represented faculty members,
- faculty members who are members of the University of Connecticut's Chapter of the American Association of University Professors (AAUP),
- management/confidential employees, or
- members of the University of Connecticut Professional Employees Association (UCPEA).

Note: temporary and seasonal Employees and Employees who are not United States citizens or legal residents working in the United States and full-time members of the armed forces of any country are not covered under this plan

What is the Eligibility Waiting Period?

1. If you are employed by the Sponsor on the Plan Effective Date - **None**
2. If you begin employment for the Sponsor after the Plan Effective Date - **None**

Are Employee Contributions Required? No

SCHEDULE OF BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE

What is the Elimination Period?

6 months

What is the Amount of Insurance Benefits?

60% of Basic Monthly Earnings not to exceed a Maximum Monthly Benefit of \$7,000 less Other Income Benefits as outlined in Section 4.

What is the Own Occupation Duration?

Maximum Own Occupation

What is the Minimum Monthly Benefit?

The Minimum Monthly Benefit is \$100 or 10% of your Gross Monthly Benefit, whichever is greater.

What is the Maximum Benefit Period?

<u>Age at Disability</u>	<u>Maximum Benefit Period</u>
Less than age 60.....	to age 65
60 but less than 65.....	4.5 years
65 but less than 68.5	to age 70
68.5 and over.....	1 year

DEFINITIONS

In this section the provider defines some basic terms needed to understand this plan.

"Active Employment" means you must be actively at work for the Sponsor:

1. on a **full-time or part-time** basis and paid regular earnings;
2. for at least the minimum number of hours shown in the Schedule of Benefits; and either perform such work:
 - a. at the Sponsor's usual place of business; or
 - b. at a location to which the Sponsor's business requires you to travel.

You will be considered actively at work if you were actually at work on the day immediately preceding:

1. a weekend (except where one or both of these days are scheduled work days);
2. holidays (except when the holiday is a scheduled work day);
3. paid vacations;
4. any non-scheduled work day;
5. an excused leave of absence (except medical leave for your own disabling condition); and
6. an emergency leave of absence (except medical leave for your own disabling condition).

"Administrative Office" means Libertythe provider Life Assurance Company of Boston, 9 Riverside Road, Weston, MA 02493.

"Any Occupation" means any occupation that you are or become reasonably fitted by training, education, experience, age, physical and mental capacity.

"Appropriate Available Treatment" means care or services which are:

1. generally acknowledged by Physicians to cure, correct, limit, treat or manage the disabling condition;
2. accessible within your geographical region;
3. provided by a Physician who is licensed and qualified in a discipline suitable to treat the disabling Injury or Sickness;
4. in accordance with generally accepted medical standards of practice.

"Basic Monthly Earnings" means your monthly rate of earnings from the Sponsor in effect immediately prior to the date Disability or Partial Disability begins. However, such earnings will not include bonuses, commissions, overtime pay and extra compensation.

DEFINITIONS

(Continued)

"Disability" or "Disabled" means:

1. For persons other than pilots, co-pilots, and crewmembers of an aircraft, if you are eligible for the Maximum Own Occupation benefit, **"Disability" or "Disabled"** means during the Elimination Period and until you reach the end of the Maximum Benefit Period, as a result of an Injury or Sickness, you are unable to perform the Material and Substantial Duties of your Own Occupation.
2. With respect to persons employed as pilots, co-pilots and crewmembers of an aircraft: **"Disability" or "Disabled"** means as a result of Injury or Sickness you are unable to perform the Material and Substantial Duties of Any Occupation.

"Disability Benefits under a Retirement Plan" means money which:

1. is payable under a Retirement Plan due to Disability as defined in that plan; and
2. does not reduce the amount of money which would have been paid as retirement benefits at the normal retirement age under the plan if the Disability had not occurred. (If the payment does cause such a reduction, it will be deemed a Retirement Benefit as defined in this plan.)

"Eligibility Date" means the date you become eligible for insurance under this plan. The Eligibility Requirements are shown in the Schedule of Benefits.

"Eligible Survivor" means your spouse, if living, otherwise your child who is:

- (a) unmarried; and
- (b) dependent on you for support and maintenance; and
- (c) less than 19 years of age, or less than 25 years of age and enrolled in a school as a full-time student.

The term "child" includes an adopted child or step child, but not a foster child.

"Eligibility Waiting Period" means the continuous length of time you must be in Active Employment in an eligible class to reach your Eligibility Date.

"Elimination Period" means a period of consecutive days of Disability or Partial Disability for which no benefit is payable. The Elimination Period is shown in the Schedule of Benefits and begins on the first day of Disability.

If you return to work for any ninety or fewer days during the Elimination Period and cannot continue, the provider will count only those days you are Disabled or Partially Disabled to satisfy the Elimination Period.

"Employee" means a person in Active Employment with the Sponsor.

"Enrollment Form" is the document completed by you, if required, when enrolling for coverage. This form must be satisfactory to the provider.

"Evidence of Insurability" means a statement of Proof of your medical history upon which acceptance for insurance will be determined by the provider.

"Extended Treatment Plan" means continued care that is consistent with the American Psychiatric Association's standard principles of Treatment, and is in lieu of confinement in a Hospital or Institution. It must be approved in writing by a Physician.

"Gross Monthly Benefit" means your Monthly Benefit before any reduction for Other Income Benefits.

DEFINITIONS

(Continued)

"Hospital" or **"Institution"** means a facility licensed to provide Treatment for the condition causing your Disability.

"Indexed Basic Monthly Earnings" means your Basic Monthly Earnings in effect just prior to the date Disability or Partial Disability began adjusted on the first anniversary of benefit payments and each anniversary thereafter.

"Initial Enrollment Period" means one of the following periods during which you may first enroll for coverage under this plan:

1. if you are eligible for insurance on the plan effective date, a period before the plan effective date set by the Sponsor and the provider.
2. if you become eligible for insurance after the plan effective date, the period which ends 31 days after your Eligibility Date.

"Injury" means bodily impairment resulting directly from an accident and independently of all other causes. For the purpose of determining benefits under this plan:

1. any Disability which begins more than 60 days after an Injury will be considered a Sickness; and
2. any Injury which occurs before you are covered under this plan, but which accounts for a medical condition that arises while you are covered under this plan will be treated as a Sickness.

"Last Monthly Benefit" means the net Monthly Benefit payable to you prior to your death.

"Material and Substantial Duties" means responsibilities that are normally required to perform your Own Occupation, or any other occupation, and cannot be reasonably eliminated or modified.

"Monthly Benefit" means the monthly amount payable by the provider to you if you are Disabled or Partially Disabled.

"Own Occupation" means your occupation that you were performing when your Disability or Partial Disability began. For the purposes of determining Disability under this plan, the provider will consider your occupation as it is normally performed in the national economy.

"Partial Disability" or "Partially Disabled" means you, as a result of Injury or Sickness, are able to:

1. perform one or more, but not all, of the Material and Substantial Duties of your Own Occupation or Any Occupation on an Active Employment or a part-time basis; or
2. perform all of the Material and Substantial Duties of your Own Occupation or Any Occupation on a part-time basis; and
3. earn between 20% and 80% of your Basic Monthly Earnings.

"Physician" means a person who:

1. is licensed to practice medicine and is practicing within the terms of his license; or
2. is a licensed practitioner of the healing arts in a category specifically favored under the health insurance laws of the state where the Treatment is received and is practicing within the terms of his license.

It does not include you, any family member or domestic partner.

DEFINITIONS

(Continued)

"Proof" means the evidence in support of a claim for benefits and includes, but is not limited to, the following:

1. a claim form completed and signed (or otherwise formally submitted) by you claiming benefits;
2. an attending Physician's statement completed and signed (or otherwise formally submitted) by your attending Physician; and
3. the provision by the attending Physician of standard diagnosis, chart notes, lab findings, test results, x-rays and/or other forms of objective medical evidence in support of a claim for benefits.

Proof must be submitted in a form or format satisfactory to the provider.

"Regular Attendance" means your personal visits to a Physician which are medically necessary according to generally accepted medical standards to effectively manage and treat your Disability or Partial Disability.

"Rehabilitation Program" means a comprehensive individually tailored, goal oriented program to return you to gainful employment. The services offered may include, but are not limited to, the following:

1. vocational testing; or
2. job preparation; or
3. career counseling; or
4. retraining; or
5. work place modification.

The Rehabilitation Program must be approved by your own physician.

"Schedule of Benefits" means the section of this plan which shows, among other things, the Eligibility Requirements, Eligibility Waiting Period, Elimination Period, Amount of Insurance, Minimum Benefit, and Maximum Benefit Period.

"Sickness" means illness, disease, pregnancy or complications of pregnancy.

"Sponsor" means the entity to whom this plan is issued.

"Treatment" means consulting, receiving care or services provided by or under the direction of a Physician including diagnostic measures, being prescribed drugs and/or medicines, whether you choose to take them or not, and taking drugs and/or medicines.

ELIGIBILITY AND EFFECTIVE DATES

Who is Eligible for Coverage?

The Eligibility Requirements for Insurance Benefits are shown in the Schedule of Benefits.

What is Your Eligibility Date for Insurance Benefits?

If you are in an eligible class you will qualify for insurance on the later of:

1. this plan's effective date; or
2. the day after you complete the Eligibility Waiting Period shown in the Schedule of Benefits.

What is Your Effective Date of Insurance?

Your insurance will be effective at 12:01 A.M. Standard Time in the governing jurisdiction on the day determined as follows, but only if your application or enrollment for insurance is made with the provider through the Sponsor in a form or format satisfactory to the provider.

You will be insured on your Eligibility Date.

Delayed Effective Date for Insurance

Your effective date of insurance will be delayed for you if you are not in Active Employment. If you are incapable of Active Employment on that date, you will become eligible on the date after you have completed **5 full consecutive days** of Active Employment.

ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens if You are Rehired?

If you are a former Employee and are re-hired by the Sponsor within **12 months** of your termination date, you will be eligible for insurance as indicated in the Schedule of Benefits. If you are incapable of Active Employment on that date, you will become eligible on the date after you have completed **5 full consecutive days** of Active Employment.

ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens During Leave of Absence and Other Absence?

When you stop Active Employment in an eligible class, the Sponsor may, for the types of absences described below, continue your insurance for not longer than the time limit shown for each type of absence. Insurance will continue and employment will be deemed to continue, solely for the purposes of this provision, if the required premiums are remitted for you and:

- 1) You are either on a sabbatical or on a leave of absence and receive at least one-quarter pay. Insurance may be continued to the end of 24 months, or, if earlier, the end of such leave; or
- 2) You are on a leave of absence approved by the Sponsor's Board of Trustees or designee and receive less than one-quarter pay as long as such leave is for: (1) full-time study for an advanced degree; or (2) work in the field of education or research such as a Fulbright Award, foundation grant, or government project. Insurance may be continued to the end of 24 months or, if earlier, the end of such leave.
- 3) You are on a leave of absence for pregnancy. Insurance may be continued to the end of 4 months after pregnancy ends, or, if earlier, the end of such leave; or
- 4) You are on a family or medical leave approved by the Sponsor. During such leave, insurance may be continued to the end of 6 months or, if later, the period required by applicable state or federal law.

Employment will not be deemed to continue and insurance cannot be continued during a sabbatical or leave of absence unless the sabbatical or your leave is set forth in a written document that is dated on or before the leave is to start and shows that you are scheduled to return to Active Employment.

In continuing such coverage under this provision, the Sponsor agrees to treat all covered Employees equally.

Note: If you are on leave, the Basic Monthly Earnings and premiums will be based on the wages payable by the Sponsor.

ELIGIBILITY AND EFFECTIVE DATES

(Continued)

What Happens if There is a Transfer of Insurance Carriers?

In order to prevent loss of coverage for you because of transfer of insurance carriers, this plan will provide coverage for you as follows:

If You are not in Active Employment Due to Injury or Sickness

Subject to premium payments, this plan will cover you if:

1. at the time of transfer you were covered under the prior carrier's plan; and
2. you are not in Active Employment due to Injury or Sickness on the effective date of this plan.

Benefits will be determined based on the lesser of:

1. the amount of the Disability benefit that would have been payable under the prior plan and subject to any applicable plan limitations; or
2. the amount of Disability benefits payable under this plan. If benefits are payable under the prior plan for the Disability, no benefits are payable under this plan.

If You are Disabled Due to a Pre-Existing Condition

If you were insured under the prior carrier's plan at the time of transfer and were in Active Employment and insured under this plan on its effective date, benefits may be payable for a Disability due to a Pre-Existing Condition.

If you can satisfy this plan's Pre-Existing Condition Exclusion, the benefit will be determined according to this plan.

If you cannot satisfy this plan's Pre-Existing Condition Exclusion, then:

1. The provider will apply the Pre-Existing Condition Exclusion of the prior carrier's plan; and
2. if you would have satisfied the prior carrier's Pre-Existing Condition Exclusion, giving consideration towards continuous time coverage under this plan and the prior carrier's plan, the benefit will be determined according to this plan. However, the Maximum Monthly Benefit amount payable under this plan shall not exceed the maximum monthly benefit payable under the prior carrier's plan.

No benefit will be paid if you cannot satisfy the Pre-Existing Condition Exclusions of either plan.

DISABILITY INCOME BENEFITS

LONG TERM DISABILITY COVERAGE

Disability Benefit

When is Your Disability Benefit Payable?

When the provider receives Proof that you are Disabled due to Injury or Sickness and requires the Regular Attendance of a Physician, the provider will pay you a Monthly Benefit beginning the 1st of the month after the end of the Elimination Period, subject to any other provisions of this plan. The benefit will be paid for the period of Disability if you give to the provider4Proof of continued:

1. Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon the provider request and at your expense. In determining whether you are Disabled, the provider will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Disability, the Injury must occur and Disability must begin while you are insured for this coverage.

The Monthly Benefit will not:

1. exceed your Amount of Insurance; or
2. be paid for longer than the Maximum Benefit Period.

The Amount of Insurance and the Maximum Benefit Period are shown in the Schedule of Benefits.

How is Your Amount of Disability Monthly Benefit Figured?

To figure the amount of Monthly Benefit:

1. Take the lesser of:
 - a. your Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits; or
 - b. the Maximum Monthly Benefit shown in the Schedule of Benefits; and then
2. Deduct Other Income Benefits, shown in the Other Income Benefits provision of this plan, from this amount.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to the provider, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Partial Disability

When is Your Partial Disability Benefit Payable?

When the provider receives Proof that you are Partially Disabled and have experienced a loss of earnings due to Injury or Sickness and require the Regular Attendance of a Physician, you may be eligible to receive a Monthly Benefit, subject to any other provisions of this plan. To be eligible to receive Partial Disability benefits, you may be employed in your Own Occupation or another occupation, must satisfy the Elimination Period and must be earning between 20% and 80% of your Basic Monthly Earnings.

A Monthly Benefit will be paid for the period of Partial Disability if you give to the provider Proof of continued:

1. Partial Disability;
2. Regular Attendance of a Physician; and
3. Appropriate Available Treatment.

The Proof must be given upon the provider's request and at your expense. In determining whether you are Partially Disabled, the provider will not consider employment factors including, but not limited to, interpersonal conflict in the workplace, recession, job obsolescence, paycuts, job sharing and loss of a professional or occupational license or certification.

For purposes of determining Partial Disability, the Injury must occur and Partial Disability must begin while you are insured for this coverage.

How is Your Loss of Earnings Partial Disability Benefit Figured using the Proportionate Loss **with Work Incentive** Monthly Calculation?

For the first 12 months the work incentive benefit will be an amount equal to your Basic Monthly Earnings multiplied by the benefit percentage shown in the Schedule of Benefits, without any reductions from earnings. The work incentive benefit will only be reduced, if the Monthly Benefit payable plus any earnings exceed 100% of your Basic Monthly Earnings. If the combined total is more, the Monthly Benefit will be reduced by the excess amount so that the Monthly Benefit plus your earnings does not exceed 100% of your Basic Monthly Earnings.

Thereafter, to figure the Amount of Monthly Benefit the formula $(A \text{ divided by } B) \times C$ will be used.

- A = Your Basic Monthly Earnings minus your earnings received while you are Partially Disabled. This figure represents the amount of lost earnings.
- B = Your Basic Monthly Earnings.
- C = The Monthly Benefit as figured in the Disability provision of this plan.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Partial Disability (Continued)

How is Your Loss of Earnings Partial Disability Benefit Figured using the Proportionate Loss with Work Incentive Monthly Calculation? (Continued)

On the first anniversary of benefit payments and each anniversary thereafter, for the purpose of calculating the benefit, the term "Basic Monthly Earnings" is:

1. replaced by "Indexed Basic Monthly Earnings"; and
2. increased annually by 3%.

The Monthly Benefit payable will not be less than the Minimum Monthly Benefit shown in the Schedule of Benefits. However, if an overpayment is due to the provider, the Minimum Monthly Benefit otherwise payable under this provision will be applied toward satisfying the overpayment.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Three Month Survivor Benefit

What Happens to Your Benefit if You Die?

The provider will pay a lump sum benefit to the Eligible Survivor when Proof is received that you died:

1. after Disability had continued for 12 or more months; and
2. while receiving a Monthly Benefit.

The lump sum benefit will be an amount equal to three times your Last Monthly Benefit.

If the survivor benefit is payable to your children, payment will be made in equal shares to the children, including step children and legally adopted children. However, if any of said children are minors or incapacitated, payment will be made on their behalf to the court appointed guardian of the children's property. This payment will be valid and effective against all claims by others representing or claiming to represent the children.

If there is no Eligible Survivor, the benefit is payable to your estate.

If an overpayment is due to the provider at the time of your death, the benefit payable under this provision will be applied toward satisfying the overpayment.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Cost of Living Adjustment Benefit

When is Your Cost of Living Adjustment Benefit Payable?

The provider will pay a Cost of Living Adjustment Benefit to you after you have met your Elimination Period and continue to be Disabled from an Injury or Sickness for 12 or more months.

When will You be Eligible for this Benefit?

You will be eligible for a Cost of Living Adjustment Benefit if you:

1. have been Disabled for 12 consecutive months following your Elimination Period; and
2. are receiving Disability Benefits on the anniversary of the 1st Long Term Disability Benefit payment.

You will continue to be eligible for additional Cost of Living Adjustment Benefits on each subsequent anniversary date of disability if you are continuously receiving Disability Benefits under this plan.

How is Your Cost of Living Adjustment Monthly Benefit Figured?

To figure the amount of the Cost of Living Adjustment Benefit:

1. multiply your net monthly Disability Benefit or Minimum Monthly Benefit and the Monthly Pension Supplement Benefit by 3%; and
2. add the amounts determined above to your net monthly Disability Benefit or Minimum Monthly Benefit and to the Monthly Pension Supplement Benefit, respectively.

The Cost of Living Adjustment Benefit is not subject to the Maximum Monthly Benefit as shown in the Schedule of Benefits.

The Cost of Living Adjustment Benefit will cease to be payable on the earliest of:

1. the date you cease to be Disabled;
2. the date you die; or
3. the end of the Maximum Benefit Period.

What is Your Cost of Living Adjustment Net Monthly Benefit?

The net Monthly Benefit means the amount determined by reducing your amount of Monthly Benefit by Other Income Benefits stated in this plan. For the purpose of calculating adjustments, the net Monthly Benefit will include any prior years' Cost of Living Adjustments.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Workplace Modification Benefit

When is Your Workplace Modification Benefit Payable?

If you are Disabled or Partially Disabled and receiving a benefit from the provider, a benefit may be payable to the Sponsor as part of your benefit for modifications to the workplace to accommodate your return to work or to assist you in remaining at work.

The provider will reimburse the Sponsor for up to 100% of reasonable costs the Sponsor incurs for the modification, up to the greater of:

1. \$1,000; or
2. the equivalent of two months of your Monthly Benefit.

To qualify for this benefit:

1. the Disability or Partial Disability must prevent you from performing some or all of the Material and Substantial Duties of your occupation; and
2. any proposed modifications must be approved in writing and signed by you, the Sponsor and the provider; and
3. the Sponsor must agree to make the modifications to the workplace to reasonably accommodate your return to work or to assist you in remaining at work.

The Sponsor's costs for the approved modifications will be reimbursed after:

1. the proposed modifications have been made;
2. written proof of the expenses incurred by the Sponsor has been provided to the provider; and
3. The provider has received proof that you have returned to and/or remain at work.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Monthly Pension Supplement Benefit

When is Your Monthly Pension Supplement Benefit Payable?

If you are receiving a Monthly Benefit and are an eligible participant in the State of Connecticut's qualified defined contribution annuity plan, in addition to payment of such Monthly Benefit, a Monthly Pension Supplement Benefit will be payable to the trust established in connection with such plan.

The Monthly Pension Supplement Benefit will be equal to **13% your Basic Monthly Earnings**. The Monthly Pension Supplement Benefit will be paid to the trust for allocation to your account maintained by such trust for purposes of meeting all or part (depending upon the amount of the benefit) of the State of Connecticut's obligation to make a contribution to such trust on your behalf.

The entire part of the premium to provide this Monthly Pension Supplement Benefit is paid by the State of Connecticut out of its own assets. You do not pay any part of the cost of this benefit.

The Monthly Pension Supplement Benefit is not subject to the provision entitled Other Income Benefits or the Maximum Monthly Benefit.

The Monthly Pension Supplement Benefit will cease on the earliest of the following dates:

1. the date you cease to be an eligible participant in the State of Connecticut's qualified defined contribution annuity plan;
2. the date you die;
3. the end of the Maximum Benefit Period;
4. the date you elect to receive, at any time during your Disability, all the benefit payable from your retirement annuity under any option available.

Note: Any Monthly Pension Supplement Benefit paid under this provision will release the provider of liability to the extent of such payment. The State of Connecticut shall be solely responsible for meeting all Federal and State requirements applicable to its qualified defined contribution annuity plan.

What is Your Monthly Pension Supplement Benefit following 12 months of Partial Disability?

To figure the Amount of Pension Supplement Benefit after receiving the work incentive benefit for 12 months, the formula (A divided by B) x C will be used.

A = Your Basic Monthly Earnings minus your earnings received while you are Partially Disabled. This figure represents the amount of lost earnings.

B = Your Basic Monthly Earnings.

C = The amount of the Monthly Pension Supplement Benefit.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Other Income Benefits

What are Your Other Income Benefits?

Other Income Benefits means:

1. Social Security Benefits: The amount of Disability Benefits under the United States Social Security Act, the Canada Pension Plan, the Quebec Pension Plan, or any similar plan or act, which:
 - a. You receive or are eligible to receive benefits because of your Disability; and
 - b. Your spouse, child or children receives or is eligible to receive because of your Disability.
2. Workers' or Workmen's Compensation Laws- Are any benefit amounts, including amounts for partial or total disability, whether permanent, temporary, or vocational, or whether paid either monthly or one sum amounts, and any form of settlement, that are payable under any workers' compensation law or similar law.
3. Other Benefits – The amount of any Disability benefit which you are eligible to receive under any other group insurance plan.
4. State Disability Benefits – Are any benefit amounts that are payable because of your disability under any state disability income benefit law or similar law.
5. Unemployment Compensation Benefits – Are any benefit amounts that are payable under any unemployment compensation law due to loss of employment.

Other Income Benefits must be payable as a result of the same Disability for which the provider pays a benefit. The sum of Other Income Benefits will be deducted in accordance with the provisions of this plan.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Estimation of Benefits

How will Your Benefits be Estimated?

The provider will reduce your Disability or Partial Disability benefits by the amount of Other Income Benefits that we estimate are payable to you and your dependents.

Your Disability benefit will not be reduced by the estimated amount of Other Income Benefits if you:

1. provide satisfactory proof of application for Other Income Benefits;
2. sign a reimbursement agreement under which, in part, you agree to repay the provider for any overpayment resulting from the award or receipt of Other Income Benefits;
3. if applicable, provide satisfactory proof that all appeals for Other Income Benefits have been made on a timely basis to the highest administrative level unless the provider determines that further appeals are not likely to succeed; and
4. if applicable, submit satisfactory proof that Other Income Benefits have been denied at the highest administrative level unless the provider determines that further appeals are not likely to succeed.

In the event that the provider overestimates the amount payable to you from any plans referred to in the Other Income Benefits provision of this plan, the provider will reimburse you for such amount upon receipt of written proof of the amount of Other Income Benefits awarded (whether by compromise, settlement, award or judgment) or denied (after appeal through the highest administrative level).

When May the provider Provide Social Security Assistance?

The provider may help you in applying for Social Security Disability Income Benefits. In order to be eligible for assistance you must be receiving a Monthly Benefit from the provider. Such assistance will be provided only if the provider determines that assistance would be beneficial.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

What Happens if You Receive a Lump Sum Payment?

Other Income Benefits from a compromise, settlement, award or judgment which are paid to you in a lump sum and are meant to compensate you for any one or more of the following:

1. loss of past or future wages;
2. impaired earnings capacity;
3. lessened ability to compete in the open labor market;
4. any degree of permanent impairment; and
5. any degree of loss of bodily function or capacity;

will be prorated on a monthly basis as follows:

1. over the period of time such benefits would have been paid if not in a lump sum; or
2. if such period of time cannot be determined, the lesser of:
 - a. the remainder of the Maximum Benefit Period; or
 - b. 5 years.

What Happens if You Receive any Cost of Living Increases?

After the first deduction for each of the Other Income Benefits, the Monthly Benefit will not be further reduced due to any cost of living increases payable under the Other Income Benefits provision of this plan. This provision does not apply to increases received from any form of employment.

What Happens if Your Benefit Period is Less than a Month?

For any period for which a Long Term Disability Benefit is payable that does not extend through a full month, the benefit will be paid on a prorated basis. The rate will be $\frac{1}{30}$ th for each day for such period of Disability.

When will Your Long Term Disability Benefits be Discontinued?

The Monthly Benefit will cease on the earliest of:

1. the date you fail to provide Proof of continued Disability or Partial Disability and Regular Attendance of a Physician;
2. the date you fail to cooperate in the administration of the claim. Such cooperation includes, but is not limited to, providing any information or documents needed to determine whether benefits are payable or the actual benefit amount due;

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

When will Your Long Term Disability Benefits be Discontinued? (Continued)

The Monthly Benefit will cease on the earliest of: (Continued)

3. the date you refuse to be examined or evaluated at reasonable intervals;
4. the date you refuse to receive Appropriate Available Treatment;
5. the date you refuse a job with the Sponsor where worksite modifications or accommodations were made to allow you to perform the Material and Substantial Duties of the job;
6. the date you are able to work in your Own Occupation on a part-time basis, but choose not to;
7. the first day of the month following the date you refuse to fully participate in a Rehabilitation Program recommended by the provider according to the individually written Rehabilitation Program;
8. the date your current Partial Disability earnings equal or exceed 80% of your Indexed Basic Monthly Earnings;

Because your current earnings may fluctuate, the provider will average earnings over three consecutive months rather than immediately terminating your benefit once 80% of Indexed Basic Monthly Earnings has been exceeded.

9. the date you are no longer Disabled according to this plan;
10. the end of the Maximum Benefit Period; or
11. the date you die; or
12. the date you are outside the following areas: the United States, its territories and possessions or Canada; but this does not apply to a term of Disability that starts while you are actively at work outside those areas; or which starts while you are on vacation outside those areas if you return to those areas as soon as you are physically able to do so.

DISABILITY INCOME BENEFITS

(Continued)

LONG TERM DISABILITY COVERAGE (Continued)

Successive Periods of Disability

What Happens if You Return to Work and Become Disabled Again?

With respect to this plan, "**Successive Periods of Disability**" means a Disability which is related or due to the same cause(s) as a prior Disability for which a Monthly Benefit was payable.

A Successive Period of Disability will be treated as part of the prior Disability if, after receiving Disability Benefits under this plan, you:

1. return to your Own Occupation on an Active Employment basis for less than twelve continuous months; and
2. perform all the Material and Substantial Duties of your Own Occupation.

To qualify for the Successive Periods of Disability benefit, you must experience more than a 20% loss of Basic Monthly Earnings.

Benefit payments will be subject to the terms of this plan for the prior Disability.

If you return to your Own Occupation on an Active Employment basis for twelve continuous months or more, the Successive Period of Disability will be treated as a new period of Disability. You must complete another Elimination Period.

If you become eligible for coverage under any other group long term disability coverage, this Successive Periods of Disability provision will cease to apply to you.

EXCLUSIONS

GENERAL EXCLUSIONS

What Disabilities are Not Covered?

This plan will not cover any Disability due to:

1. war, declared or undeclared, or any act of war;
2. intentionally self-inflicted injuries, while sane or insane;
3. active Participation in a Riot;
4. the committing of or attempting to commit a felony.

No benefit will be payable during any period of incarceration.

With respect to this provision, **Participation** shall include promoting, inciting, conspiring to promote or incite, aiding, abetting, and all forms of taking part in, but shall not include actions taken in defense of public or private property, or actions taken in your defense, if such actions of defense are not taken against persons seeking to maintain or restore law and order including, but not limited to, police officers and fire fighters.

With respect to this provision, **Riot** shall include all forms of public violence, disorder or disturbance of the public peace, by three or more persons assembled together, whether or not acting with a common intent and whether or not damage to persons or property or unlawful act or acts is the intent or the consequence of such disorder.

EXCLUSIONS

(Continued)

LONG TERM DISABILITY COVERAGE

Pre-Existing Condition Exclusion

What Other Disabilities are Not Covered?

This plan will not cover any Disability or Partial Disability:

1. which is caused or contributed to by, or results from a Pre-Existing Condition; and
2. which begins in the first 12 months immediately after your effective date.

"Pre-Existing Condition" means a condition resulting from an Injury or Sickness for which you were diagnosed or received Treatment within six months prior to your effective date.

TERMINATION PROVISIONS

When will Your Insurance End?

You will cease to be insured on the earliest of the following dates:

1. the date this plan terminates, but without prejudice to any claim originating prior to the time of termination;
2. the date you are no longer in an eligible class;
3. the date your class is no longer included for insurance;
4. the date employment terminates. Cessation of Active Employment will be deemed termination of employment, except the insurance will be continued for an Employee absent due to Disability during the Elimination Period.

The provider reserves the right to review and terminate all classes insured under this plan if any class(es) cease(s) to be covered.

The Sponsor will provide you with written notice of such termination. The notice must be mailed or delivered to you 15 days before the effective date of termination.

TERMINATION PROVISIONS

(Continued)

LONG TERM DISABILITY

Conversion Privilege

When are You Eligible for the Conversion Privilege?

When your employment terminates with the Sponsor and you are no longer insured under this plan, you may be eligible to convert and become insured under the provider's Group Disability Conversion Policy **without submitting** Evidence of Insurability, subject to a Maximum Monthly Benefit of \$4,000.

How will You Become Eligible for Group Disability Conversion Insurance?

To be eligible to purchase group disability conversion insurance, you:

1. must have been insured under this plan for 12 consecutive months immediately prior to termination of your employment. The time insured under this plan as well as the one it replaced, if any, will be considered in determining your eligibility to convert to the provider's Group Disability Conversion Policy; and
2. you must apply for the group disability conversion insurance and submit the first quarterly premium to the provider within 31 days after termination of coverage under this plan due to termination of employment.

What Benefits will be Available Under the provider's Group Disability Conversion Policy?

If you are eligible to convert to the provider's Group Disability Conversion Policy, the Disability benefits and amount of Disability coverage you will be eligible to receive will be determined by the provider in accordance with its established underwriting guidelines. The Disability benefits and amount of Disability coverage may not be the same as you were eligible to receive under this plan.

When are You Ineligible for the Conversion Privilege?

You are ineligible for this Conversion Privilege if:

1. your coverage under this plan ceases for any of the following reasons:
 - a. this plan terminates;
 - b. this plan is amended to exclude from coverage the class of Employees to which you belong;
 - c. you no longer belong to a class of Employees eligible for coverage under this plan;
 - d. you retire (when you receive payment from any employer's Retirement Plan as recognition of past services or have concluded your working career); or
 - e. you fail to pay any required premiums, when due;
2. you are or become eligible for long term disability coverage under another group plan within 31 days after termination of employment;
3. you are Disabled or Partially Disabled under the terms of this plan;
4. you recover from a Disability and do not return to work for the Sponsor;
5. you are not in Active Employment due to an Injury, Sickness or Mental Illness; or
6. you are on a Leave of Absence.

GENERAL PROVISIONS

Is Assignment Allowed?

No assignment of any present or future right or benefit under this plan will be allowed.

How will the provider Conform With State Statutes?

Any provision of this plan which, on its effective date, is in conflict with the statutes of the governing jurisdiction of this plan is hereby amended to conform to the minimum requirements of such statute.

What are the provider's Examination Rights?

The provider, at its own expense, may have the right and opportunity to have the claimant, whose Injury or Sickness is the basis of a claim, examined or evaluated at reasonable intervals deemed necessary by the provider. This right may be used as often as reasonably required.

Who has the Authority for Interpretation of this Plan?

The provider shall possess the authority, in its sole discretion, to construe the terms of this plan and to determine benefit eligibility hereunder. The provider's decisions regarding construction of the terms of this plan and benefit eligibility shall be conclusive and binding.

When can this Plan be Contested?

The validity of this plan shall not be contested, except for non-payment of premiums, after it has been in force for two years from the date of issue. The validity of this plan shall not be contested on the basis of a statement made relating to insurability by you after such insurance has been in force for two years during your lifetime, and shall not be contested unless the statement is contained in a written instrument signed by you.

When can Legal Proceedings Begin?

A claimant or the claimant's authorized representative cannot begin any legal action:

1. until 60 days after Proof of claim has been given; or
2. more than two years after the time Proof of claim is required.

What Happens if Your Age is Misstated?

If your age has been misstated, an equitable adjustment will be made in the premium. If the amount of the benefit is dependent upon your age, the amount of the benefit will be the amount you would have been entitled to if your correct age were known.

A refund of premium will not be made for a period more than 12 months before the date the provider is advised of the error.

GENERAL PROVISIONS

(Continued)

When Must the provider be Notified of a Claim?

1. Notice of claim should be given to the provider Mutual when it is anticipated that a claim will extend beyond the end of the Elimination Period.
2. When written notice of claim is applicable and has been received by the provider, you will be sent claim forms. If the forms are not received within 15 days after written notice of claim is sent, you can send to the provider written Proof of claim without waiting for the forms.

When Must the provider Receive Proof of Claim?

1. Satisfactory Proof of loss must be given to the provider no later than 90 days after the end of the Elimination Period.
2. Failure to furnish such Proof within such time shall not invalidate or reduce any claim if it was not reasonably possible to furnish such Proof within such time. Such Proof must be furnished as soon as reasonably possible, and in no event, except in the absence of legal capacity of the claimant, later than one year from the time Proof is otherwise required.
3. Proof of continued loss, continued Disability or Partial Disability, when applicable, and Regular Attendance of a Physician must be given to the provider within 90 days of the request for such Proof.

The provider reserves the right to determine if your Proof of loss is satisfactory.

Who are Claims Paid To?

The benefit is payable to you. But, if a benefit is payable to your estate, or if you are a minor, or you are not competent, the provider has the right to pay up to \$2,000 to any of your relatives or any other person whom the provider considers entitled thereto by reason of having incurred expense for the maintenance, medical attendance or burial. If the provider in good faith pays the benefit in such a manner, any such payment shall fulfill the provider's responsibility for the amount paid.

What are the provider's Rights of Recovery?

The provider has the right to recover any overpayment of benefits caused by, but not limited to, the following:

1. fraud;
2. any error made by the provider in processing a claim; or
3. your receipt of any Other Income Benefits.

The provider may recover an overpayment by, but not limited to, the following:

1. requesting a lump sum payment of the overpaid amount;
2. reducing any benefits payable under this plan;
3. taking any appropriate collection activity available including any legal action needed; and
4. placing a lien, if not prohibited by law, in the amount of the overpayment on the proceeds of any Other Income Benefits, whether on a periodic or lump sum basis.

It is required that full reimbursement be made to the provider within 60 days of such overpayment.

GENERAL PROVISIONS

(Continued)

How will Statements Made In Your Application Affect Your Coverage?

In the absence of fraud, as determined by a court of competent jurisdiction, all statements made in any application are considered representations and not warranties (absolute guarantees). No representation by:

1. the Sponsor in applying for this plan will make it void unless the representation is contained in the signed Application; or
2. you in enrolling for insurance under this plan will be used to reduce or deny a claim unless a copy of the Enrollment Form, signed by you if required, is or has been given to you.

What are the provider's Rights of Subrogation and Reimbursement?

When your Injury or Sickness appears to be someone else's fault, benefits otherwise payable under this plan for loss of time as a result of that Injury or Sickness will not be paid unless you or your legal representative agree(s):

1. to repay the provider for such benefits to the extent they are for losses for which compensation is paid to you by or on behalf of the person at fault;
2. to allow the provider a lien on such compensation and to hold such compensation in trust for the provider; and
3. to execute and give to the provider any instruments needed to secure the rights under 1. and 2. above.

Further, when the provider has paid benefits to or on your behalf, the provider will be subrogated to all rights of recovery, as permitted by law, that you have against the person at fault. These subrogation rights will extend only to recovery of the amount the provider has paid. You must execute and deliver any instruments needed and do whatever else is necessary to secure those rights to the provider.

How does the Plan Affect Workers' Compensation?

This plan and the coverages provided are not in lieu of, nor will they affect any requirements for coverage under any Workers' Compensation Law or other similar law.

The following material is not part of your Disability Income certificate

CLAIM DECISION NOTICE

What is the Time Frame For Claim Decisions?

If your claim is denied, **the provider** will notify you of the adverse decision within a reasonable period of time, but not later than 45 days after receiving the claim. This 45-day period may be extended for up to 30 days, if the provider: (1) determines the extension is necessary because of matters beyond the Plan's control, and (2) notifies you, before the end of the 45-day period, why the extension is needed and the expected decision date. If, before the end of the first 30-day extension, the provider determines, due to matters beyond the Plan's control, a decision cannot be rendered within that extension period, the determination period may be extended for up to an additional 30 days, provided the provider notifies you, before the end of the first 30-day extension period, why the extension is needed and the expected decision date.

The notice of extension shall explain: (1) the standards on which benefit entitlement is based, (2) the unresolved issues that prevent a claim decision, and (3) the additional information needed. You have at least 45 days to provide the information.

The claim determination time frames begin when a claim is filed, without regard to whether all the information necessary to make a claim determination accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date the provider sends you the extension notice until you respond to the request for additional information are not counted as part of the claim determination period.

What If Your Claim Is Denied?

The provider's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those specific Plan provisions on which the denial is based;
2. A description of any additional material or information necessary to perfect the claim and an explanation of why that material or information is necessary;
3. A description of the Plan's appeal procedures and time frames;
4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

What Do You Do To Appeal A Claim Denial?

You, or your authorized representative, may appeal a denied claim within 180 days after you receive **the provider's** notice of denial. You have the right to:

1. Submit to the provider, for review, written comments, documents, records, and other information relating to the claim;
2. Request, free of charge, reasonable access to, and copies of, all documents, records and other information relevant to your claim;
3. A review that takes into account all comments, documents, records, and other information submitted by you, without regard to whether such information was submitted or considered in the initial claim decision;

CLAIM DECISION NOTICE

(Continued)

What Do You Do To Appeal A Claim Denial? (Continued)

You, or your authorized representative, may appeal a denied claim within 180 days after you receive **the provider's** notice of denial. You have the right to: (Continued)

4. A review that does not afford deference to the initial adverse decision and which is conducted neither by the individual who made the adverse decision nor the person's subordinate;
5. If the appeal involves an adverse decision based on medical judgment, a review of your claim by a health care professional who has appropriate training and experience in the field of medicine involved in the medical judgment, and who was neither consulted in connection with the adverse decision nor the subordinate of any such individual; and
6. The identification of medical or vocational experts, if any, consulted in connection with the claim denial, without regard to whether the advice was relied upon in making the decision.

The provider will make a full and fair review of your appeal and may require additional documents as it deems necessary in making such a review. A final decision on the review will be made within a reasonable period of time but not later than 45 days following receipt of the written request for review unless **the provider** determines that special circumstances require an extension. In such case, a written notice will be sent to you before the end of the initial 45-day period. The extension notice shall indicate the special circumstances and the date by which **the provider** expects to render the appeal decision. The extension cannot exceed a period of 45 days from the end of the initial period.

The appeal time frames begin when an appeal is filed, without regard to whether all the information necessary to make an appeal decision accompanies the filing.

If an extension is necessary because you failed to submit necessary information, the days from the date of the extension notice until you respond to the request for additional information are not counted as part of the appeal determination period.

The provider's notice of denial shall include:

1. The specific reason or reasons for denial with reference to those Plan provisions on which the denial is based;
2. A statement that you are entitled to receive, upon request and free of charge, reasonable access to, and copies of all documents, records, and other information relevant to your claim;
3. A statement describing any voluntary appeal procedures offered by the provider and your right to obtain the information about such procedures;
4. If applicable, any internal rule, guideline, protocol, or other similar criterion relied upon in making the adverse decision, or a statement that such a rule, guideline, protocol, or other similar criterion was relied upon and a copy thereof will be provided free of charge upon request; and
5. If the adverse decision was based on a medical necessity, experimental treatment, or similar exclusion or limit, an explanation of the scientific or clinical judgment for the adverse decision, or a statement that such explanation will be provided free of charge upon request.

You and your Plan may have other voluntary alternative dispute resolution options, such as mediation. One way to find out what may be available is to contact your local U.S. Department of Labor Office and your State insurance regulatory agency.

Section 9

Agreement Format

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

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

Agreement to follow on next page.....

University of Connecticut



Purchasing Agreement For Long Term Disability Insurance

This agreement is made and entered into by and between:

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

and

hereinafter "Contractor"

University Contact/Phone

Contractor Contact/Phone

Section 1

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

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

1.2. **Maximum Amount Payable/Payment Terms:**
(Maximum Amount is in excess of \$ _____) – if difficult to determine

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

1.3.1. **Summary of Services:**

1.3.2. **Detailed Contractor Responsibilities:**

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

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

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

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

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

Section 2 - State of Connecticut Required Terms and Conditions

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

- 2.1. Statutory Authority. Connecticut General Statute §§ 10a-104, 10a-108, 4a-52a, and 10a-151b provide the University with authority to enter into contracts in the pursuit of its mission.
- 2.2. Claims. The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.
- 2.3. Insurance. The Contractor agrees that while performing Services specified in this agreement s/he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.
- 2.4. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.
- 2.5. Nondiscrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
 - (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
 - (1) The contractor agrees and warrants that in the performance of the contract such contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, or physical disability, including, but not limited to, blindness, unless it is shown by such contractor that such disability prevents performance of the work involved;
 - (2) the contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission;
 - (3) the contractor agrees to provide each labor union or representative of workers with which such contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment;
 - (4) the contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f;
 - (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the contractor as relate to the provisions of this section and section 46a-56.
 - (b) If the contract is a public works contract, the contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
 - (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
 - (d) Determination of the contractor's good faith efforts shall include but shall not be limited to the following factors: The contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
 - (e) The contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - (f) The contractor shall include the provisions of section A above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the contractor

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

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

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

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

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

2.6.1 This Agreement is subject to the provisions of **Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Agreement is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2.6.2 This Agreement is subject to the provisions of **Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, this Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Agreement. The Parties to this Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

2.6.3 This Agreement is subject to the provisions of **Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

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

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

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

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

(a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:

(1) A violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or

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

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

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

2.7. Campaign Contribution Restrictions. For all State contracts as defined in Public Act 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice below:

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

- 2.8. Termination for Cause. The University may terminate any resulting contract for cause by providing a Notice to Cure to the Contractor citing the instances of noncompliance with the contract. The Contractor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- (a) If the Contractor and the University reach an agreed upon solution, the Contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - (b) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Contractor, the University reserves the right to terminate the agreement.
 - (c) If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
 - (d) The University shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
 - (e) Remedies Upon Default: In any case where the Contractor has failed to deliver or has delivered non-conforming goods or Services, the University shall provide a "Notice to Cure." If after notice the Contractor continues to be in default, the University may procure goods or Services as substitution from another source and charge the cost difference to the defaulting Contractor.
- 2.9. Termination for Convenience.
- (a) The University may terminate performance of work under the Contract in whole or in part whenever, for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
 - (b) This Agreement shall remain in full force and effect for the entire term of the contract period stated [in section ____] above unless cancelled by the University, by giving the Contractor written notice of such intention. The required number of days written notice is _____. In the event that the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 2.10. Force Majeure. If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 2.11. Entire Agreement and Amendment. This Agreement is the entire agreement between the Contractor and the University and supersedes and rescinds all prior agreements relating to the subject matter hereof. This Agreement may be amended only in writing signed by both the Contractor and the University. The Contractor indicates it has read and freely signed this Agreement, which shall take effect as a sealed instrument. The Contractor further certifies that the terms of this agreement are legally binding and its duly authorized representative has signed this agreement after having carefully read and understood the same.
- 2.12. Additional Required Contractor Signature Authority, Affidavits and Certifications.
- (a) The individual signing this Agreement on behalf of the Contractor certifies that s/he has full authority to execute the same on behalf of the Contractor and that this Agreement has been duly authorized, executed and delivered by the Contractor and is binding upon the Contractor in accordance with its terms. The Contractor shall provide a Corporate Resolution or other signature authority documentation certifying that the individual executing this Agreement has been authorized by the governing body of the Contractor to sign on behalf of the Contractor.
 - (b) The University, as an agency of the State of Connecticut, requires that notarized Gift and Campaign Contribution Certificates (Office of Policy and Management "OPM" Form 1) and Consulting Agreement Affidavits (OPM Form 5) accompany all State contracts/agreements with a value of \$50,000 or more in a calendar or fiscal year. [Form 1 is also used with a multi-year contract to update the initial certification on an annual basis.] The State also requires an Affirmation of Receipt of State Ethics Laws Summary (OPM Form 6) which must accompany large State construction or procurement contracts with a value of \$500,000 or more. Pursuant to Conn. Gen. Stat. § 4-252(c)(1), these documents must be executed by the official who is authorized to execute the contract/agreement on behalf of the Contractor. Ethics Affidavits and Certifications can be found at:
<http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038>
 - (c) An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification form can be found at:
http://www.ct.gov/opm/lib/opm/finance/psa/oag_nondiscrim_certification_080207_fillable_form.doc

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

THE UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (*For Contracts Over \$50,000*)

By: _____

Date: _____

Print Name: _____

Title: _____

Section 10
Form of Proposal
RFP# SA112108
Long Term Disability Insurance

Date: November 21, 2008

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

1. The undersigned proposer, in response to our Request for Proposal for a Long Term Disability Insurance Agreement, having examined the proposal documents and being familiar with the conditions surrounding the proposed products and services, hereby proposes to provide such products and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Proposer hereby certifies: (a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. Payment Terms: 2% 15, Net 45

NAME _____ **DATE:** _____

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

F.E.I.N. #: _____ **EMAIL:** _____

Section 11
Vendors Qualification Statement

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

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

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Years? _____

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

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

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

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

7. Sales Representative:

Name _____

Addresses _____

Telephone Number _____

Years of experience _____

8. Customer Representative:

Name _____

Addresses _____

Telephone Number _____

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

Dated _____

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Toll Free Telephone _____

Email Address _____

Signature _____

(Print Name) _____

Title _____

Section 12 Directions

UNIVERSITY OF CONNECTICUT DIRECTIONS TO NORTH PARKING GARAGE

Directions from Hartford to Purchasing

1. Take **I-84 east to Exit 68**. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
2. Continue on **Rte 195 South**. It is about 7 miles to the Storrs UConn campus.
(You will come to the intersection of Rte 195 and Rte 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rte 195 and Rte 44—this is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto **North Eagleville Road** (on your right at the corner is a church with a white steeple).
4. Proceed straight on North Eagleville Road until the **second traffic light**. At the second traffic light, turn right onto **North Hillside Road**. Building is on your left.

Directions from Bradley Airport (Hartford) to Purchasing

1. As you leave Bradley Airport, follow signs towards I-91 and take **I-91 South toward Hartford**.
2. From I-91 South, take **Exit 35A** onto **Rte 291 East towards Manchester**.
3. Rte 291 cuts across to I-84. Take **I-84 East towards Boston**.
4. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
5. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from New York City/New Haven to Purchasing

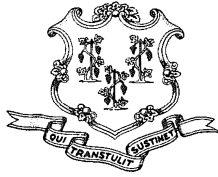
1. From New York City, take **I-95 North to New Haven**. Then take **I-91 North towards Hartford**.
2. Just before Hartford, take **I-84 East towards Boston**.
3. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from Boston to Purchasing

1. Take the **Mass Pike (Rte 90) West**.
2. Take the **Sturbridge Exit for I-84 towards New York City and Hartford**.
3. Continue on **I-84 West**. Take **Exit 68** off of I-84. Turn left at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions to Parking Garage / Purchasing

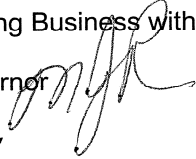
1. Once on **North Eagleville Road**, proceed straight until the **second traffic light**. At the second traffic light, turn left onto **North Hillside Road**. Then take the first left towards the **Parking Garage**.
2. Walk back the way you came, onto **North Hillside Road**. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

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.

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.

<p>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.</p> <p>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.</p> <p>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</p> <p>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.</p> <p>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.</p>	<p>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.</p> <p>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..</p> <p>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.</p> <p>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.</p>
---	---

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes ___ No ___ -Bidder is a minority business enterprise Yes ___ No ___ (If yes, check ownership category) Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___ Female ___
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes ___ No ___
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

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

PART III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes ___ No ___
--

PART IV - Bidder Employment Information

Date:

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

PART V - Bidder Hiring and Recruitment Practices

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

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

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

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

NONDISCRIMINATION CERTIFICATION

(By corporate or other business entity regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I, _____, _____, of _____, an entity lawfully organized and existing
(signer's name) (signer's title) (name of entity)

under the laws of _____ do hereby certify that the following is
(name of state or commonwealth)

a true and correct copy of a resolution adopted on the ____ day of _____, 20____ by

the governing body of _____, in accordance with all of its documents of
(name of entity)

governance and management and the laws of _____, and further
(name of state or commonwealth)

certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That _____ hereby adopts as its policy to support the
(name of entity)
nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

WHEREFORE, the undersigned has executed this certificate this ____ day of _____, 20____.

Signature

Effective June 25, 2007



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

[Empty lines for description of services]

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public



STATE OF CONNECTICUT

AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency