



University Of Connecticut

REQUEST FOR PROPOSAL

KW060810

Publish and Distribute Nutmeg Yearbook

**Date Issued
June 8, 2010**

**Mandatory Preproposal Conference
to be held at
1:30 p.m. on June 18, 2010**

**Date and Time of Proposal Opening:
June 30, 2010
2:00 PM**

**Issued By: Karen White
Purchasing Agent II
Purchasing Department
3 North Hillside Road
Storrs, Connecticut 06269-6076
Phone: (860) 486-2623
Fax: (860) 486-5051**

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PART 1 – PROJECT OVERVIEW

1.1 Overview

University of Connecticut Nutmeg Yearbook (“Nutmeg”, or “Yearbook”), located in Storrs, Connecticut, on the University of Connecticut campus, is interested in receiving proposals from qualified and experienced businesses to publish and distribute its yearbook for the 2009-2010 academic year. See Part 4 Specifications for detailed specifications.

A. Nutmeg Yearbook: The University of Connecticut Nutmeg Yearbook is a student organization at the University of Connecticut Storrs campus that designs, develops and provides students with a yearbook upon graduation from the institution and provides copies to undergraduates as requested. The yearbook is a keepsake item for the University alum. The organization is comprised of a student staff responsible for all aspects of the yearbook design and production.

B. The University: Perennially ranked the top public university in New England, the University of Connecticut now stands among the best public institutions in the nation. UConn’s main campus in Storrs is admitting the highest-achieving freshmen in University history. Student diversity continues to increase, as does the number of honors students, valedictorians and salutatorians who consistently make UConn their top choice.

1.2 Demographics

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

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

1.3 Definitions

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

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

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

1.4 Objectives of the Nutmeg and the University of Connecticut

By contracting a publisher for the 2010-2011 yearbook, Nutmeg and the University of Connecticut seek to:

- A. Secure a yearbook publisher capable of producing a quality yearbook for students;
- B. Secure a publisher who will be easily accessible and supportive of the Nutmeg Staff through advice, training and collaboration;

- C. Secure a publisher who will help **produce and distribute** the yearbook to graduating seniors in a quality and timely manner.

1.5 Scope of Goods and Services

It is the intent of the University to enter into a one-year agreement with the selected firm to help develop, publish and distribute the Nutmeg Yearbook for the 2010-2011 academic year. See Part 4.0 for detailed specifications.

1.6 Method of Award

Each proposal will be evaluated by a committee. Nutmeg and the University will evaluate all proposals and select the firm(s) on the basis of the following:

- A. Firm history and experience publishing college yearbooks
- B. List of three (3) college references provided by the vendor;
- C. Quality of 3 'sample' books provided by vendor;
- D. Ability of vendor to agree to and meet book characteristics noted in Part 4 of this document.
- E. Cost/Value associated with annual book publishing and distribution.

Any other factors relevant to the firms' capacity and willingness to satisfy Nutmeg

1.7 Reply Requirements

Interested firms should submit their replies to this request for proposals no later than June 30, 2010. One (1) original and four (4) copies of the proposal and a minimum of one (1) portfolio, which include at minimum, the following:

- 1.7.1 Evidence of your firm's previous experience with similar engagements as shown by a portfolio of samples and listed references.
- 1.7.2 An itemization of fixed costs as specified in Part 8.
- 1.7.3 Three college yearbooks produced by the vendor within the past two years, not to include the University of Connecticut.
- 1.7.4 A complete client list for which you have provided similar services, including higher education institutions.
- 1.7.5 A list of at least three (3) references, including a contact name, e-mail address and telephone number.
- 1.7.6 The names and resumes of senior staff from your organization who would be assigned to this project if your firm is retained by the University.
- 1.7.7 A brief description of your firm, including qualifications, experience and ability to fulfill the scope of work described in this RFP.
- 1.7.8 A list of any services available from your company not outlined herein. Please provide a description of services, standard hourly rate and discounted rate, which would be extended to the University for this contract and,
- 1.7.9 Any other additional information you feel would assist the University in selecting a firm or firms to provide these services.
- 1.7.10 Proposals will be screened by a committee which may select firms to make presentations at the Storrs campus. Firms will be selected on the basis of criteria as described in Part 5.

Any inquiries relative to this Request for Proposals should be directed to Karen White
karen.white@uconn.edu.

1.8 Term

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

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

Release of RFP	June 8, 2010
Mandatory Preproposal Conference	June 18, 2010 1:30 p.m.
Closing Date for Inquiries	June 23, 2010
Submission of RFP Due	June 30, 2010
Anticipated Award Date	August 2, 2010

1.10 Inquiries: Direct all inquiries relative to the conditions and specifications listed herein to:

Karen L. White
Purchasing Agent II
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2623
Fax: (860) 486-5051
E-mail: karen.white@uconn.edu

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

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

1.10.1 An original and four (4) copies of the proposal must be submitted in a sealed parcel to:

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

Reference RFP KW060810
"Print Nutmeg Yearbook"

On or before 2:00 p.m. June 30, 2010.

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

1.10.2 Proposals should be presented in a format that can easily be incorporated into a contract

between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.

- 1.10.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal. All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and four (4) copies of the proposal and a minimum of one (1) portfolio shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three (3)-hole punched and submitted in three ring, loose leaf binders.

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

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, Section heading, and specific part number. All proposals must be submitted in a sealed envelope and labeled as noted in 1.10.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

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

- 1.10.4 At the specified time stated in 1.10.1, all proposals received as stipulated, shall be publicly opened. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.
- 1.10.5 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.
- 1.11 Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.

- 1.12 Completed RFP's: Each bidder must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.
- 1.13 Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. **(See Part 9, Form of Proposal)**
- 1.14 Support Plan: We are requesting that each Vendor provide a Plan to support its proposal. The Plan should describe the on-site and off-site technical and administrative support, technology driven price adjustments and training opportunities for staff.
- 1.15 University Contact: Under no circumstances, may any Bidder or its representative contact any student, employee or representative of the Nutmeg Yearbook regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated. Any violation of this condition may result in bidder being considered non-compliant and ineligible for award.

PART 2 - TERMS AND CONDITIONS

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

2.1.1 Read and completely understands the RFP documents and attachments thereto.

NOTE: Any contract resulting from this RFP process will be between the successful vendor and the University of Connecticut Department of Campus Activities. Vendors recognize and understand that the Nutmeg Yearbook is a student organization operating as an Activity Fund of the University of Connecticut as legally established under, and operating in compliance with Connecticut General Statute 4-52-55.

2.1.2 Is familiar with the conditions under which goods and services would be provided, including availability and cost of materials and labor.

Note: Any final Agreement(s) 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, or to 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 of understanding of the University's intent to incorporate such terms and conditions into the Agreement.

2.2 Communication between the University and the Bidder

2.2.1 Informal Communication: From the date of receipt of this RFP by each proposer, until a binding contractual agreement exists with the selected proposer(s) and all other proposers have been notified or when all proposals have been rejected, **informal communication regarding this procurement shall be prohibited**. Informal communication shall include but not be limited to: Requests from the proponents to any student or department(s) at the University for information, comments, speculation, etc.; and requests from any student, department at the University, or any employee of the University for information, comments, speculation, etc.

2.2.2 Formal Communication: From the date of receipt of this RFP by each proposer, until a binding contractual agreement exists with the selected proposer(s) and all other proposers have been notified or when all proposals have been rejected, all communication between the University and the Bidders will be formal, or as provided for in this RFP. Formal communication shall include but not be limited to:

- Oral Presentations, if required
- Pre-Award Negotiations

Any failure to adhere to the provisions set forth in 2.2.1 and 2.2.2 above, may result in the rejection of any supplier's proposal or cancellation of this Request for Proposal.

2.3 Receipt of Proposals

2.3.1 **The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Storrs, CT 06269-6076, until 2:00 p.m. June 30, 2010.** Proposals will be opened and the names only of the respondents will be read publicly.

- 2.3.2 Any proposal received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
- 2.3.3 Each bidder shall be solely responsible for the delivery of their proposal to the University at the place and before the time specified in 2.3.1 above.
- 2.3.4 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the bidder.
- 2.3.5 The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the university, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists, or after the University has rejected all proposals.
- 2.3.6 **The University of Connecticut reserves the right to reject any proposal 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.**
- 2.3.7 A bidder shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

2.4 Preparation of Proposals

- 2.4.1 The University is seeking proposals which meet its requirements as outlined in this RFP. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc and submitted separately.
- 2.4.2 Bidders shall provide a written, itemized list of any exceptions to this RFP; otherwise, the bidder will be held responsible for compliance with all specifications listed herein. An exception list, if submitted, must be cross-referenced to the corresponding numbered item in this RFP.
- 2.4.3 Proposals shall indicate the full name of the bidder submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the bidder. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.4.4 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.4.5 A bidder requiring clarification or interpretation of the RFP shall make a written request to the University to be received by the closing date for inquiries specified in Part 1.8 estimated timetable to: Karen White, Purchasing Agent II, University of Connecticut, 3 North Hillside Road, Unit 6076, Storrs, Connecticut 06269-6076, (860) 486-2623.
- 2.4.6 Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department.
- 2.4.7 Additional Charges - All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified

in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.

- 2.4.8 Proposal Obligations - The contents of the proposal and any clarification thereto submitted by the successful bidder shall become part of the contractual obligation incorporated by reference into the ensuing contract.

2.5 Format of Proposal

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

2.6 Submittal of Proposals

- 2.6.1 One (1) original and four (4) copies of each proposal and a minimum of one (1) portfolio shall be submitted, in a sealed parcel addressed to the University at the address given in paragraph 2.3.1 above. The sealed parcel shall further be identified with the name and address of the bidder and the designation "Sealed Proposal - KW060810 "Print Nutmeg Yearbook".
- 2.6.2 The complete response to this RFP shall include:
- 2.6.2.1 An exact copy of the Form of Proposal included herein,
 - 2.6.2.2 Point-by-point response to specifications and all terms and conditions,
 - 2.6.2.3 An original and four (4) copies of the proposal response.
 - 2.6.2.4 Include a brief description of your firm, including qualifications, experience and ability to fulfill the scope of the work described in this RFP.
 - 2.6.2.5 An itemization of fixed costs in an Excel document as specified in Part 8.
 - 2.6.2.6 Three college yearbooks produced by the vendor within the past two years, not to include the University of Connecticut.
 - 2.6.2.7 A complete client list for which you have provided similar services, including higher education institutions.
 - 2.6.2.8 A list of at least three (3) references, including a contact name, e-mail address and telephone number
 - 2.6.2.9 The names of senior staff from your organization who would be assigned to this project if your firm is retained by the University.
 - 2.6.2.10 A list of exceptions, if applicable, to any numbered items in this RFP.
 - 2.6.2.11 Any other additional information you feel would assist the University in selecting a firm or firms to provide these services.
 - 2.6.2.12 Vendors qualification Statement",
 - 2.6.2.13 Completed Bidder Contract Compliance Monitoring Report,
 - 2.6.2.14 All required original, signed and notarized Affidavits,
- 2.6.3 No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose

duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

2.6.4 No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

2.7.1 A proposal shall not be modified, withdrawn or cancelled by the bidder for a ninety (90) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.3.1 above and the bidder so agrees in submitting a proposal.

2.7.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 2.3.1.

2.7.3 Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

2.8 Formation of Agreement

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

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

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

2.8.2 Because the University may use the alternative described in paragraph 2.8.1.1 above, each bidder should include in its written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.

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

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

2.8.5 The selected bidder shall enter into a written contract with the University.

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

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

2.9 Presentation

2.9.1 Potential vendors may be asked to discuss their written responses to this document at a presentation on the Storrs campus on dates mutually agreed upon by the vendor and the University. If a vendor is requested to make a presentation, the vendor will make the necessary arrangements and bear any costs associated with the presentation.

2.10 Qualifications of Vendors

2.10.1 Proposals will only be considered from firms or persons with a demonstrated history and a minimum of five (5) years experience in successfully providing printing services to organizations whose requirements were similar in size and scope to those of the University. Prospective vendor must demonstrate their ability to provide a quality yearbook that meets the specifications as outlined in Part 4.0.

2.10.2 Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.

2.10.3 The University will reject the proposal of any vendor and void any award resulting from this RFP to any vendor who makes any material misrepresentation in their proposal.

2.11 Assignment

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

2.12 Non-appropriation of Funds

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

2.13 Hold Harmless

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

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

2.14 Immunity from Liability

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

2.15 Independent Contractor

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

2.16 Responsibility for Those Performing the Work

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

2.17 Contract Termination for Cause

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

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

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

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

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

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

2.18 Price

- 2.18.1 All prices offered in response to this RFP shall remain fixed for the initial term of the contract. After the initial term, the prices quoted in response to this RFP may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature.
- 2.18.2 In the event that the scope of work is changed during the project, the successful bidder shall have the right to perform additional duties upon receipt of written authorization from the University Purchasing Department. All such additional work shall be charged in accordance with the vendor's fee schedule which shall be included with the bidder's response to this request for proposals.
- 2.18.3 Price changes shall be submitted in writing thirty (30) calendar days prior to the date the increase rate is allowed to become effective. Acceptance of which shall be subject to the University's receipt and approval of the written documentation requesting the changes. No retroactive increased will be allowed. Price escalation is permitted only once per term.

2.19 Payment Terms

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

2.20 References

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

2.21 Contract Provisions by Reference

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

2.21 Prevailing Law

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

2.22 Taxes

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

2.23 Business Relationship Affidavit

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

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

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

2.24 Federal, State and Local Taxes, Licenses and Permits

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

2.25 Waiver of Rights

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

2.26 Prior Course of Dealings

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

2.27 Insurance Requirements:

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

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

2.27.2 As to insurance required by this agreement, a certified copy of each of the policies or a certificate or certificates evidencing the existence thereof, or binders, shall be delivered to the University within fifteen (15) days after the tentative award of this agreement. In the event any binder is delivered, it shall be replaced within thirty (30) days by a certified copy of the policy or a certificate in lieu thereof. Each such copy or certificate

shall contain a valid provision or endorsement that the policy may not be canceled, terminated, changed or modified without giving thirty (30) days written advance notice thereof to the University's representative and that the insurance reflected thereon meets the minimum requirements of the proposal. A renewal policy or certificate shall be delivered to the University at least thirty (30) days prior to the expiration date of each expiring policy. If at any time any of the policies shall be or become unsatisfactory to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Vendor shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

2.28 Proposal Evaluation

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

- 2.28.1 All proposals will be evaluated by a committee. Each proposal will be evaluated separately and the merits of each will be measured using the criteria listed below. Criteria to be evaluated will include: firm history and experience publishing college yearbooks, references, quality of sample books provided by vendor, demonstrated ability of vendor to meet book specifications as noted in Part 4, cost associated with annual book publishing and distribution and any other factors relevant to the firm's capacity and willingness to satisfy Nutmeg. Responsiveness to the terms and conditions herein shall be considered.
- 2.28.2 Subsequent to the opening of proposals, and based on its preliminary evaluation of said proposals, the University may require the vendors to make oral presentations at the expense of the vendor.
- 2.28.3 Method of Award - Each proposal will be evaluated by using a points earned matrix system (see Part 5). The award shall be made to the most responsive and responsible bidder offering the best value based on the matrix scores as shown below. All bidders submitting proposals concur with this method of award and will not under any circumstances nor in any manner dispute any award made using this method.

2.29 Delivery Requirements:

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

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**
- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
- It is preferable that deliveries to any facility loading dock be made utilizing a maximum sized 24', 6 wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time. Commissary warehouse deliveries must be limited to a maximum of 50 cases delivered by saddle truck only. All deliveries must be palletized.
- Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and

chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

2.30 Delivery of Non Conforming Goods

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

2.31 Ethical Considerations

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

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

2.32 Advertising

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

2.33 Sales Representatives

The University expects all offers will take into consideration the costs of adequate service for a large and diverse account. Reasonable service shall include prompt problem solving and physical representation as required. Any firm awarded a contract will maintain service levels which are deemed necessary by the University to satisfactorily service the account. Sales representation must be available Monday through Friday, 8:00 a.m. – 5:00 p.m. EST. At a minimum, this shall include on-site representation as necessary and a customer service contact at the factory. **Response to any requests must be acknowledged within 48 hours of request.** Failure to maintain satisfactory service levels shall be deemed by the University as ample justification to terminate the contract for non-performance.

2.34 Executive Order No. 3 :

Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is

incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

2.35 Executive Order No. 17:

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

2.36 Executive Order No. 16:

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

- (a) The CONTRACTOR shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instruments as defined in (b) below.
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon.

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

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

2.37 Executive Order No. 7C:

Any Agreement subsequent to this RFQ 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 (“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.

Therefore, all contracts subject to the mandate of Executive Order No. 7C must include the required affidavits/certifications as outlined and provided on the OPM’s website under Policies/Guidelines and Labor Contracts (attached) and the memorandum to all agency heads from Robert Genuario, Secretary, OPM, dated July 21, 2006 (attached).

If your agency has a Memorandum of Agreement (“Waiver”) with this Office, your agency must amend all contracts executed under the Waiver to include the required provisions of Executive Order 7C. This amendment requires your immediate attention.

2.38 Executive Order No. 14:

This Agreement is subject to the provisions of **Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006.** Pursuant to this Executive Order, the contractor shall use cleaning and/or

sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

2.39 Ethics and Compliance Reporting:

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

2.40 Mandatory Affidavits:

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

The University will require the applicable mandatory affidavits to be completed by the 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

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

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

PART 3 SPECIAL TERMS AND CONDITIONS

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

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

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

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

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

3.5 Unauthorized Changes -

3.5.1 No State employee or contractor shall make any changes to the bid specifications of any printing contract or purchase order without prior approval from the University of Connecticut Purchasing Department.

3.5.2 No State employee or contractor shall deviate from the quantities called for in the contract without similar approval.

3.6 Final proofs of all forms as approved by a State employee shall apply only for correctness of copy. All other factors, including but not limited to, paper stock, composition, inks, carbons, color sequences, numbering, etc. shall be governed by the original document specifications and any revisions made thereto which shall be supported by written approval of the designated Purchasing Agent.

3.7 Unit Pricing/Prices -

Prices must be stated in the units specified or bid may be rejected as noncompliant. When a discrepancy exists between the unit price and the total amount, the unit price shall prevail.

PART 4 –SPECIFICATIONS

4.1 Sales Representation

Publishing representatives are to be assigned to the University account. The University requires a representative to be available on-site to the Students on a mutually scheduled basis to be determined at time of award. In addition to this representative, a representative at the plant will be assigned for the Students to contact with questions or problems.

4.2 Workshops

Awarded vendor shall hold two workshops on the University of Connecticut, Storrs campus during the academic year at a time mutually agreed to by Vendor and Nutmeg staff. The topics for these workshops shall be mutually agreed upon by both parties.

4.3 Production Schedule

The following schedule is approximate only and is provided for bidding purposes only.

Meeting with representative on or before the second week of September.

Meet with representative upon completion of prior yearbook on or before the middle of October.

Additional meeting times and dates will be determined by the executive staff of the yearbook in conjunction with the publishing company representative.

**THE UNIVERSITY OF CONNECTICUT
COMMERCIAL PRINTING REQUEST**

TITLE: Nutmeg Yearbook
QUANTITY: 3,900 books
Cost of additional books at time of printing

AGENCY CONTACT PERSON AND
TELEPHONE NUMBER: Karen White (860) 486-2623

GENERAL SPECIFICATIONS

FORMAT: Case bound book

SIZE: 9" x 12"

PAGES: 352 (See Option for additional pages)
[X] Plus Cover [] Self Cover

STOCK: Cover: "Styleline" embossed, smooth litho with choice of standard materials and ink.
Text: #2 grade recycled 100# gloss paper minimum brightness 87. Vendor must specify stock being bid on Form of Proposal.

INK: Cover: 2/0; 2 PMS colors
Text: 80 pages – 4/4; 4-color process
Remaining pages – 1/1; black

COMPOSITION: Unlimited professional assistance in the cover design shall be provided by the vendor. Successful bidder to supply software to be used with InDesign Creative Suite 3 or 4 such as Yeartech. Nutmeg shall have unlimited use of all fonts (minimum of 200) supplied by vendor.

PROOFS: Text: 1st proof: Laser proof on text pages required two weeks after receipt of file. Subsequent proofs: Digital dylux or equivalent on all text pages. Proofs will be required until editor signs off on final proof with no changes needed. Proof required five working days after receipt of changes.

PolaProof with a color laser or Kodak Approval with digital dylux or Blueline and matchprint of cover required five working days after receipt of cover design approval.

PRESS WORK: No knock-outs, traps, bleeds, crossovers, and/or large solids throughout.

FOLDING/
BINDERY: Smyth sewn in signatures, case bind with 80# enamel material over .088" binders boards; with 80# white or color offset plain endsheets; rounded and back. NOTE: Bidder's must note price difference, if any, on the "Form of Proposal".

PACKING: Bulk pack in cartons 275# single-wall cartons on pallets, weight of cartons not to exceed forty (40) pounds each. Cartons are to be clearly marked with the number of booklets in each.

DELIVERY: Pick-up and delivery is required throughout production of job. This is to be done by printer's sales representative; mail or professional courier services are not acceptable. All shipping, freight and/or handling charges associated with mailing/shipment of proofs, yearbooks and any other general correspondence shall be included in the contract amount.

MAILING: Nutmeg shall provide Vendor with mailing information for all yearbook recipients in electronic form. Vendor agrees to use this information only for the mailing of the yearbook and not to see, grant access to, or use for any other purpose the mailing information provided them by Nutmeg.

**SHIPPING/
FREIGHT:** All shipping, freight and/or handling charges associated with mailing/shipment of proofs, yearbooks and any other general correspondence shall be itemized in the Excel document for Part 8 Pricing. A list of the 2008-2009 mailing is included. Price for shipping may be estimated; Vendor will invoice actual shipping charges. Listed below is the number of books shipped to each leading zip code number. A detailed list of actual zip codes will be provided upon request at the mandatory pre-proposal meeting.

0-	3,450
1 -	195
2 -	35
3-	34
4-	7
5-	4
6-	12
7-	2
8-	12
9-	23

MISCELLANEOUS: Vendor shall hold two workshops on the University of Connecticut, Storrs campus during the academic year at a time mutually agreed to by Vendor and Nutmeg staff. The topics for these workshops shall be mutually agreed upon by both parties.

OPTIONS: Any of the following options may be required in this project. To be considered a responsive, compliant bidder, provide separate pricing for these options as shown on the "FORM OF BID".

Cost of additional books at time of printing. Additional books shall be produced and mailed at the written request of Nutmeg.

Cost per book for name stamping

Cost of additional 16-page black & white signature

Cost of additional 16-page spot color signature

Cost of additional 16-page color signature

Cost of alternating or exchanging 4-color signatures for black & white signatures at time of printing.

Cost of alternating or exchanging black & white for 4-color signatures at time of printing.

Cost, if any, of removing one signature and inserting a different signature.

Option to print text color throughout; 4/4

Option to reduce weight of paper or increase recycled content.

Cost of author's alterations per hour at proof stage.

NOTE:

Funding for Nutmeg for the 2010-2011 academic year has not been approved. Accordingly, any agreement for 2010-2011 Nutmeg Yearbook will be pending sufficient funding support. The successful vendor shall agree to the following:

The Nutmeg Yearbook and the University will not be held responsible for any costs related to the layout, printing, distribution, training and any other costs associated with the 2010-2011 yearbook if written notice of the intent to terminate this agreement is received by the vendor by September 30, 2010.

PART 5 - EVALUATION CRITERIA

5.1 The award of an 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 and with the highest total matrix scores as determined by the University. Submission of a proposal represents concurrence with this method of award. Furthermore, Bidders will not dispute any award made using this method under any circumstances.

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 Bidder's response to the following criteria:

A. Firm Experience

Total Points Available: 20

- 1) Demonstrated experience in designing and producing college yearbooks
- 2) Similarities in work/requirements with prior clients.
- 3) Demonstrated satisfaction of previous clients of similar size/budget as evidenced by references provided by the firm submitting the proposal and those identified by the University.

B. Yearbook Publishing and Support

Total Points Available: 50

- 1) Quality of sample books submitted
- 2) Ability to meet specifications as outlined in Part 1.4 and Part 4.
- 3) Creativity and quality of other book features proposed by vendor
- 4) Quality of proposed staff training sessions (2 per year) held by vendor for Nutmeg Staff
- 5) Availability and responsiveness of the company representative

C. Financial Information

Total Points Available: 20

- 1) Cost/Value associated with annual book publishing and distribution
- 2) Other information relevant to these criteria

D. Quality of Proposal

Total Points Available: 10

- 1) Responsiveness to proposal requirements
- 2) Adequacy of information provided
- 3) Organization as outlined in Part 2.6.2
- 4) Vendor's compliance with all the terms and conditions of RFP.

Total Maximum Points: 100

**PART 6
REFERENCES**

Reference #1 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email Address: _____

Phone: _____

Reference #2 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email Address: _____

Phone: _____

Reference #3 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

Email Address: _____

(Additional Reference Information May Be Attached On a Separate Sheet)

PART 7

BIDDER'S QUALIFICATION STATEMENT

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

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

NAME: _____

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

YEARS: _____

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Number of Years? _____

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

Joint Venture _____ Other _____

Women Owned _____ Minority Business _____

Set Aside Contractor _____

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

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

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

(Attach additional sheet if necessary)

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

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

1. Attached _____

2. N/A _____

Dated _____ at _____

Name of Organization:

Address: _____

Telephone: _____ Fax: _____

E-Mail Address: _____

Signature _____

(Print Name) _____

Title _____

PART 8 – PRICING

Costs:

All costs associated with providing the Nutmeg Yearbook as submitted in your proposal including, but not limited to the printing, shipping, freight and training must be provided in an itemized Excel document titled "Response to Part 8 - Pricing", separated from the rest of the proposal.

Pricing **must** include, at a minimum, the costs to complete the following as detailed in Specifications, Part 4:

Any discounts and/or efficiencies should be clearly noted

Unit Cost to print 3,900 yearbooks based on 352 pages, 80 pages full color, remaining pages black
Cost of additional books requested by Nutmeg at time of printing (each)

Vendor to provide the cost break for additional books at time of printing.

Option:

Cost for additional 16 page B & W signature

Cost for additional 16 page spot color signature

Cost for additional 16 page full color signature

Cost of alternating or exchanging 4-color signatures for black & white signatures at time of printing.

Cost of alternating or exchanging black & white for 4-color signatures at time of printing.

Cost, if any, of removing one signature and inserting a different signature.

Option to print text color throughout; 4/4

Option to reduce weight of paper or increase recycled content.

Cost of author's alterations per hour.

Vendor to provide Yeartech software to the Nutmeg Yearbook staff

All shipping, freight and/or handling charges associated with mailing/shipment of proofs, yearbooks and any other general correspondence shall be itemized in the Excel document for Part 8 Pricing. A list of the 2008-2009 mailing is included. Price for shipping may be estimated; Vendor will invoice actual shipping charges.

Two training workshops

Two dedicated representatives, one on-site representative and one in-plant representative

In addition, note any discount available for pages submitted early.

No late fees will be allowed from the publisher if the Nutmeg staff does not meet deadlines.

All other costs not specified above

**PART 9
UNIVERSITY OF CONNECTICUT
FORM OF PROPOSAL FOR # KW052710**

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

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

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

NO. 1 , Dated

NO. 2 , Dated

NO. 3 , Dated

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

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

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

Date Submitted: _____, 2010

Firm name: _____

Address: _____

City and State: _____

Zip Code: _____

By: _____
Signature of Owner or Authorized Officer

Title: _____

Telephone # _____

Facsimile: _____

PART 10
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS

NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

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

<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>
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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>
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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

PART IV - Bidder Employment Information

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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ATTACHMENT A

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

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

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

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

Pur.17 (Rev.3/9/99)

INSTRUCTIONS TO BIDDERS

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

AWARD AND CONTRACT

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

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

Civil penalties--\$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of \$2000 or twice the amount of the prohibited contributions made by their principals. Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or \$5000 in fines, or both.

Contract Consequences

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

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

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

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

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

service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

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

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

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

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



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor *mjr*

Subject: State Ethics Policy

Date: September 28, 2004

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

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

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

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

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

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



STATE OF CONNECTICUT 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 _____, 20____.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	



STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

_____		_____	
Consultant's Name and Title		Name of Firm (if applicable)	
_____	_____	_____	_____
Start Date	End Date		Cost
Description of Services Provided: _____			

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

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

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

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

Sworn and subscribed before me on this _____ day of _____, 20____.

Commissioner of the Superior Court

or Notary Pub
CERTIFIED RESOLUTION

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

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

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

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

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

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

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

(Name), Secretary

(Corporate Seal or "L.S. ")

