

**UNIVERSITY OF CONNECTICUT**

**REQUEST FOR PROPOSAL**

**RFP # JL080514**

**Employment Advertising Services**

**Proposal Release Date:**

**Tuesday, August 5th, 2014**

**Proposal Due Date:**

**Tuesday, August 26th, 2014 @ 2:00 PM EDT**

**Issued By: Joseph Lastrina**

**Procurement Services**

**3 North Hillside Road Unit 6076**

**Storrs, CT 06269-6076**

**Fax: (860) 486-5051**

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**PART I**

**INTRODUCTION**

The University of Connecticut (“UConn”) is seeking proposals from qualified and experienced firms to provide employment advertising services to the University of Connecticut. Previous experience with state and/or federal agencies, preferably those within higher education, is highly preferred. Additional details can be found in Appendix A.

The University expended an average of approximately $140,000.00 per year over the last three (3) years of the previous contract for these services. While this information is being provided for informational purposes only, it should not be construed as a future commitment relative to expenditures against the contract(s) resulting from this Request for Proposal.

In furtherance of the University’s and State of Connecticut’s commitment to supporting local, small, and minority business enterprises, UConn encourages Connecticut-based Businesses and S/MBE Firms (each as defined hereinafter) to submit Proposals . Please refer to section 1.1, Definitions, for further details.

**About UConn:**

UConn is a public research university and academic health center enrolling over 30,000 students in Fall 2013. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and the University of Connecticut Health (“UCH”), including a 200-bed in-patient facility, in Farmington.

Within the last decade, UConn has become one of the top ranked public research universities in the nation.  In fiscal year 2011, total research expenditures for the University were $253M and federal sponsored research expenditures were $144M. As part of the State of Connecticut’s economic development mission, several large construction projects at the Storrs campus and UConn Health are underway.

For detailed information about the University of Connecticut, please refer to the Web-site at:

<http://www.uconn.edu/about.php>

### 1.1 Definitions

1.1.1 The term “**Agreement**” shall mean the contract issued as a result of this Request for Proposal.

1.1.2The term “**Addenda**” means written or graphic instructions issued by the University of Connecticut subsequent to the receipt of proposals that modify or interpret the Request for Proposal documents by addition, deletions, clarification, or corrections.

1.1.3 The terms “**Offer**” or “**Proposal**” means the Offeror(s) response to this Request for Proposal.

1.1.4 The terms “**Bidder**,” “**Contractor**,” “**Proposer**,” “**Offeror**,” “**Vendor**,” “**Firm**” or “**Respondent**” refer to a company or companies (if joint venture) responding to this Request for Proposal.

1.1.5 The term “**Joint Ventures**” in this sourcing context refers to firms that may have familiarity within particular areas but may not be subject matter experts in all necessary areas; therefore, the University welcomes joint venture proposals. Please see paragraph 3.13 for specific requirement(s) related to joint venture proposals.

1.1.6 The term “**CT-based Businesses**” for purposes of this solicitation shall be a firm that is: (i) a business entity organized, headquartered and operating in the State of Connecticut for at least one year prior to the date of bid submission; or (ii) a business entity that is authorized to do business in Connecticut, maintains an operating location in Connecticut, and has generated over 50% of its annual gross revenues each year, over the past five (5) years prior to the date of bid submission, from work on projects located in Connecticut.

1.1.7 The term “**S/MBE Firm**” shall refer to a certified Small Business Enterprise/Minority Business Enterprise firm that meets the qualifications as determined by legislation, Connecticut General Statute 4a-60g (Supplier Diversity Statue) as amended by Public Act 11-229. Proposers who have questions about the small business/minority business program should contact the Department of Administrative Services, Supplier Diversity Program, 165 Capital Avenue, Hartford, CT, 06106, Fifth Floor. Please direct any questions to, Supplier Diversity Unit at (860) 713-5236. The website for the program is <http://das.ct.gov/cr1.aspx?page=34>.

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

1.1.9 The term “**UConn Health**” or **“UCH”** shall mean University of Connecticut Health and its affiliates.

1.1.10 The term “**Services**” shall mean all services within the scope of this RFP.

1.1.11 The term “**Request for Proposal**” (RFP) refers to this Request for Proposal. The issuance of an RFP helps to serve the University’s best interests while providing bidders with a fair opportunity for their services to be considered. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected bidder. Award(s) made as a result of an RFP are not solely based on price. Award(s) shall be based upon the evaluation of the pertinent criteria where price is not the sole qualifier. In addition to price, an RFP considers account management, account support, and other pertinent criteria as deemed appropriate by the University.

1.1.12 The term “**Work Product**” refers to any goods or provision of services performed pursuant to the contract resulting from this RFP.

**1.2 Proposal Evaluations**

Factors which will be used to evaluate Bidder’s proposals include the following selection criteria:

|  |  |
| --- | --- |
| **Evaluation Criteria** | **Weight** |
| **Organizational Fundamentals and Background** | **5 Points** |
| Organizational background includes: company profile, its financial stability (per review of financial statements), Proposer’s Corporate Social Responsibility Policy and Proposer’s affirmation of compliance with the University’s Vendor Code of Conduct. NOTE: Failure to affirm compliance with the University’s Vendor Code of Conduct may result in disqualification from award. |
| **Overall Service Offering** | **30 Points** |
| Proposer’s service offering meets or exceeds the minimum service requirements outlined in Appendix A and is deemed by the University’s evaluation committee to be comprehensive and sufficient. |
| The overall approach to narrative-based response to Appendix A best meets the overall needs of the University. |
| Proposer offered added value services which the University found demonstrated a greater value in comparison to their competitors. |
| **Pricing** | **20 Points** |
| Service fees submitted in response to section 7.0 are clear, concise, easy to understand, competitive, and provide the University the ability to ascertain what components of the fee structure drive costs for placements and added value services being solicited. |
| **References & History of Success** | **25 Points** |
| References provided by the Respondent from other institutions of higher education as well as those identified by the University which have contracted or utilized Respondent’s services, whose requirements are similar to those outlined herein have demonstrated a history of success and an ability to effectively service the University’s needs. |
| **Demonstrated Abilities and Experience of Key Personnel** | **20 Points** |
| Proposer presented a support team which demonstrated exceptional capabilities and experience, in the University’s sole discretion, required to provide an exceptional level of service. |
| **TOTAL POINTS AVAILABLE:** | **100 POINTS** |

The award of a contract will be based upon a comprehensive review, analysis and negotiation of the proposal, which is most advantageous to the needs of the University of Connecticut. The contract award will be based on a points-earned matrix derived from a pricing and technical evaluation as outlined above.

The University may exercise a Best and Final Offer (BAFO) approach to this procurement. The University will likely be identifying a primary and secondary awardee as a result of this Request for Proposal.

The award shall be made to the most responsive bidder offering the most advantageous proposal to the University, as determined by the University. All Bidders submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed. The importance given to each element is represented proportionately by the respective point assignments as noted above.

**1.3 Estimated Timetable**

The following schedule will apply to this RFP:



\*Subject to change as deemed necessary by the University.

**PART II**

**INSTRUCTIONS TO BIDDERS**

2.1 **Point of Contact and Inquiries**

2.1.1 During review of this RFP, bidders may have inquiries. If so, bidders are instructed to submit written questions by email to:

Joseph Lastrina

University of Connecticut

Procurement Services

3 North Hillside Road, Unit 6076

Storrs, CT 06269-6076

E-mail:joseph.lastrina@uconn.edu

All questions must be submitted in writing via email no later than the date set forth in section 1.3.

2.1.2 The University will provide a written response to all written requests for clarification within five (5) business days after the close of the inquiry period described in 1.3. The University will not respond to any request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 1.3. **The University's response to any request for clarification will be provided in the form of an addendum in accordance with section 2.3.3 below.**

**Under no circumstances may any proposer or its representative(s) contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Any violation of this condition may result in a Vendor being considered non-compliant and ineligible for award.**

2.1.3 Communications between the University and the Bidder

1. Informal Communications:

From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all proposals, informal communications regarding this procurement shall cease. Informal communications shall include but not be limited to:

1. Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.
2. Requests from any department at the University or any employee of the University for information, comments, speculation, etc.
3. Formal Communications:

From the date of receipt of this Request for Proposal by each proposer until a binding contractual agreement exists with the selected proposers and all other proposers have been notified or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this Request for Proposal.

Formal communications may include but not be limited to:

1. Proposal Preparation Inquiries;
2. Oral Presentations; and
3. Pre-Award Negotiations.

**ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 2.1.3 MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.**

2.2 **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 should be relied upon.

2.2.1 One (1) original version of the proposal which contains all original signatures, four (4) copies of the proposal, along with a CD, DVD or USB flash drive with the original binder containing the proposal, must be submitted in a sealed envelope or box and sent to:

University of Connecticut

Purchasing Department

Attention: Joseph Lastrina

3 North Hillside Road Unit 6076

Storrs, CT 06269-6076

Reference RFP No. JL080514

On or before 2:00 PM (EDT) on August 26, 2014

**\*\*\*IMPORTANT NOTE\*\*\***

**Any RFP proposal received after the date and time stated in Section 2.2.1 will not be considered and will be returned to the Proposer unopened**.

2.2.2 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. **Electronic submission (including but limited to facsimile or email) of proposals will not be accepted.**

2.2.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

2.2.4 All proposals must include a point-by-point response to this RFP. Additionally, bidders must use the response templates provided in the appendices to this RFP.

2.2.5 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.

2.3 **Bidding Terms**

2.3.1 Proposals must demonstrate: an understanding of the statement of work, the ability to accomplish the tasks set forth; and must include information that will enable the University to determine the proposer's overall qualifications.

2.3.2 Each Proposer must respond to, and be capable of, supplying all services outlined in the RFP specification.

2.3.3 **Addenda to the RFP:** All addenda shall become a part of this RFP and will be posted on the University of Connecticut Procurement Services website, as well as the State of Connecticut Department of Administrative Services’ Procurement website. The University will also make every reasonable effort to provide copies of said addenda to all parties known to have received a copy of the RFP.

**NOTE: While the University will put forth reasonable effort to provide any and all addenda issued to all potential Respondents with whom the University has record of receiving the RFP, it is solely the responsibility of the Bidder to retrieve any and all addenda from the University of Connecticut Procurement Services website or the State of Connecticut’s Department of Administrative Services’ Procurement website.**

Receipt of addenda must be acknowledged by each Proposer. The failure of a Bidder to acknowledge any addendum shall not relieve the Bidder of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized representative of the Respondent and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addenda shall be grounds for rejection of the proposal response. Further, addenda must be acknowledged on the Form of Proposal, Part VI.

2.3.4 **RFP Status and Submission Information:**

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

b. **RFP Submittals:** Any exceptions and/or alternates must be stated in the response to the RFP. All exceptions must be outlined on a separate document titled “Exceptions to Terms, Conditions, and Specifications”. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

The University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFP. Further, this bid creates no obligation on the part of the University to award a contract.

1. **Effective Period of Proposals:** The proposals submitted must remain in effect for a minimum period of one hundred eighty (180) days after the closing date to allow time for evaluation, approval, negotiation, and award of the contract.
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. The procurement official, as identified in section 2.1, shall receive such written notice.
3. Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in section 1.3, provided they are then fully in conformance with these terms and conditions.
4. **Minor Defects:** If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.

2.3.5 **Proposal Preparation, Pre-Award Presentations and Negotiations:**

* 1. **Proposal Preparation**: UConn will assume no cost for proposal preparation and submission. Answers to Proposer’s questions that impact scope, timetable, etc. will be communicated in writing contemporaneously to all parties as quickly as possible. If UConn awards a contract to a Proposer, the Proposer’s responses to this RFP, at the option of the University, will become part of the executed contract. Therefore, all questions must be answered in an honest and straightforward manner.

* 1. **Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a Proposer is requested to make a presentation, the Proposer will make the necessary arrangements and bear all costs associated with the presentation. The University tentatively expects presentations to occur in accordance with the timetable included in this RFP. Respondents are hereby notified of the likelihood of the requirement for presentations during this time period and, by submitting a proposal in response to this RFP, agree to make themselves available for the forthcoming presentations. The University reserves the right, but is not obligated, to request that each proposer provide a formal presentation. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

* 1. **Award Negotiations:**  Selection may be made without further discussion or negotiation; therefore, proposals should be submitted upon the most favorable terms. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes, which may include but are not limited to:

1. Resolving minor differences and informalities;
2. Clarifying necessary details and responsibilities;
3. Emphasizing important issues and points;
4. Receiving assurances from proposers; and/or
5. Exploring ways to improve the final contract.

If good-faith negotiations between the highest ranked bidder and the University do not result in mutually agreeable terms, the University reserves the right to abandon negotiations with the highest ranked bidder, rescind its Notice of Intent to Award, and commence negotiations with the second highest ranked Bidder. The University will be the sole judge of the suitability of the proposed Agreement(s).

2.3.6 **Requests for Clarification and/or Supplemental Information**

As part of the review process, the University may request the Proposer to supply, in writing: clarifications; additional documentation; or information needed to fairly evaluate each proposal.

Proposers are required to provide a written response within three (3) business days of their receipt of any request for clarification by the University. Proposers may be requested to furnish information including but not limited to the following topics:

a. Financial resources;

b. Personnel resources;

c. Project Plan;

d. Ability to meet schedules with Project Timeline; and

e. Ability to meet specification requirements.

2.3.7 **Review of References:** Each Proposer is required to provide references for five (5) higher education institutions of a comparable size and scope to the University of Connecticut, with which it has an Agreement providing goods and/or services similar to the scope of this RFP. Please include contact name, title, correct telephone number and **e-mail address** of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.** The University reserves the right, but is not obligated, to contact and review any Managed Print Services program of any institution by any Proposer as a reference.

2.3.8 **General Instructions to Bidders**

1. **Representations:** Each firm, by submitting a proposal, represents that it:
2. Has read and completely understands the proposal documents; and
3. Is totally familiar with the conditions under which the work is to be performed including but not limited to availability and cost of labor and materials.

b. All bids must be submitted on and in accordance with the templates provided within this RFP. 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.

c. 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.

d. Prices should be stated in units of quantity specified, with packing and delivery to destination included.

e. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.

f. Bids must show unit price, amount and grand total or bid may be rejected.

g. 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.

1. 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.
2. Equal Employment Opportunity Requirements
   * + 1. The University of Connecticut is an equal opportunity employer.
       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.
       3. The Proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The Proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.
3. Proposer Personnel: Forms and U.S. Export Control Regulations
4. The awarded vendor(s) will be responsible for fulfilling staffing requests with their own resources, including W-2 employees and/or 1099 employees.
5. Vendors are required to obtain and keep the current employment verification Form I-9 issued by the U.S. Department of Justice Immigration and Naturalization Service supporting each professional’s authorization for employment in the United States (<http://www.uscis.gov/i-9>).
6. Each Vendor shall be responsible for compliance with all relevant U.S. Export Control regulations, especially those regulations that restrict or prohibit access to certain technical information by citizens of certain non-U.S. Territories. The University reserves the right to audit documentation related to the above requirements.

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

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

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

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

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

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

2.3.11 **Conflict of Interest:** The Proposer shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with the University of Connecticut Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, who shall determine, in its sole discretion, whether an impermissible conflict exists.

* 1. **Award**

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

* + 1. The University may reject the proposal of any Bidder who is in default of any prior contract or is guilty of misrepresentation or any Bidder with a member of its firm in default or guilty of misrepresentation.
    2. The University may, in accordance with and pursuant to the Regulations of Connecticut State Agencies, correct inaccurate awards resulting from clerical or administrative errors.
    3. The award will be contingent upon the successful Proposer’s execution of the applicable required State of Connecticut certifications and affidavits. Samples of the required forms are attached hereto.
    4. 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.
    5. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.
    6. 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.

2.5 **On-site Activity of the Bidder and Awardee:**

### 2.5.1 Visitor Parking:

Parking on any of the campuses is strictly regulated and is allowed only in paved, lined areas. Visitors to campus are directed to park in either the metered areas (not to exceed 45 minutes) or a parking garage. For more information about parking options and applicable rates and hours, visit:

* <http://park.uconn.edu> or call (860) 486-4903 for information relating to Storrs;
* <http://publicsafety.uchc.edu> call (860) 679-2511 - for information relating to the UConn Health.

2.5.2 **Access Management Plan:**

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

**PART III**

**TERMS AND CONDITIONS**

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

3.0 **Contract Status:** The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, the University in accordance with paragraph 3.2 below will issue an acceptance of the proposal offer.

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

3.2 **Professional Time and Expense Policy:** The University will not pay the awardee for travel time or any out-of-pocket expenses incurred by the awardee or awarded party between place of residence and place of work. In certain circumstances, the University will provide lodging and a meal allowance as deemed appropriate by the University, to the extent provided in the Agreement. All reimbursements shall comply with policies found at <http://www.travel.uconn.edu>. The University will not reimburse the awardee for any other miscellaneous out-of-pocket expenses.

3.3 **Payments under a Contract Award:**

3.3.1 Standard Payment Terms: Payment terms shall be 2% 15 days, net 45 days unless otherwise noted in the bidder’s proposal and appropriately noted on the Form of Proposal. Terms other than those indicated above will be subject to University approval. If alternate payment terms are proposed, Bidders are reminded of the University’s desire for prompt payment discounts. Such discounts 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 the delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

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

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

3.6 **Insurance:** Proposer shall comply with all insurance requirements contained within the Agreement.

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

3.8 **Advertising/Sponsorship Opportunities**: 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. **Should the Vendor be interested in pursuing a formalized sponsorship agreement with the University through its Division of Athletics, which may include advertising benefits and use of University marks, please contact the procurement official identified in section 2.1 for details on how to pursue such a relationship.**

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

3.10 **Confidential Information**: The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a Bidder wishes to supply any information, which it believes is exempt from disclosure under the Act, said Bidder should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the Bidder’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 Bidder in connection with its proposal.

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

3.12 **Mandatory Affidavits:** The Office of Policy and Management has created ethics forms 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>

3.13 **Joint Ventures:** Bids submitted by bidders under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

3.14 **Ethics and Compliance Reporting/Whistleblower Protection:** In accordance with the University’s compliance program, the University has in place an anonymous ethics and compliance reporting hotline service – 1-888-685-2637.  Any person who is aware of unethical practices, fraud, violation of state laws or regulations or other concerns relating to University policies and procedures can report such matters anonymously.  Such persons may also directly contact the University’s compliance office at: Office of 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.

3.15 **Signature Authorization Documentation (Mandatory Submittal):** Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.

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

3.16 **On-Site Accommodations:** In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn.  Parking is available at the Inn during your stay and includes complementary access to the campus shuttle.  The Nathan Hale Inn can offer preferred rates to long term and project stays.

Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at [www.nathanhaleinn.com](http://www.nathanhaleinn.com/).

3.17 **Background Checks:** In accordance with University policies, background checks may be required for Vendor’s personnel. In such cases, all costs for the same shall be borne by the contract awardee.

3.18 **Corporate Social Responsibility:** In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the “Vendor Code of Conduct”).  Proposer hereby acknowledges receipt of the Vendor Code of Conduct, of which a copy is available at <http://csr.uconn.edu/>. **Acknowledgement of adherence and compliance with the Vendor Code of Conduct is required within the Prospers response to Appendix B, Response Template for Part IV, General Requirements.**

3.19 **Hiring Fees:** No hiring fee shall be assessed on the University if a temporary employee, referred by the Contractor(s) under the Contract(s) that may arise from this Request for Proposal, decides to apply to and is hired by the University for a full or part-time permanent position. This refers to all permanent positions, including the position the employee may be filling on a temporary basis.

**PART IV**

**GENERAL REQUIREMENTS**

**Please Refer to Appendix B to provide answers sections 4.1 through 4.4. Your RFP response must include a hard copy of the completed version of Appendix B, along with an electronic version included with your electronic version of your proposal.**

4.0 Bidders must include point-by-point responses to all requested information in their proposal utilizing the response templates. Failure to provide all information may result in proposal rejection.

4.1 **Company’s Profile.** The above mentioned appendix provides a detailed list of questions for which answers are required in the proposal to be submitted in response to the RFP.

4.2 **Financial Statements:** As a mandatory requirement of this RFP, Bidders must submit the most current, within the last 3 years, 10-K’s (Financial statements package: Balance Sheet, Cash Flow statements, Statement of Owner’s Equity, and Income Statements), with their bid response package. Should the10-K be unavailable, financial statements which have been audited and certified by an independent Certified Public Accountant (CPA) shall be deemed acceptable. In the event where audited financial statements are not available, please provide financial statements that have been reviewed by an independent Certified Public Accountant (CPA). The University reserves the right to request additional information to provide any assurances of financial surety it deems appropriate.

4.3 A web-link to UConn’s **Corporate Social Responsibility** policy has been included in Part III, Terms and Conditions. Affirmation of compliance with the University’s Vendor Code of Conduct must be notated in the Bidder’s response to Appendix B. Additionally, a copy of your company’s Corporate Social Responsibility policy must be attached to your Proposal under Appendix B.

4.4 Engagement-specific questions have been included in Appendix B, for which responses must be provided. All responses are to be provided with the template provided titled Appendix B.

**PART V**

**ATTENTION PROPOSERS**

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

FORM NAME WHERE TO SIGN

1. Form of Proposal (Part VI) Bottom of Document

2. Notification to Bidders (Part VII) Bottom of Document

3. Affidavits and Certifications (Part IX) Bottom of Document (and must be notarized)

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NOTICE TO PROSPECTIVE BIDDERS

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

**PART VI**

**FORM OF PROPOSAL**

**RFP # JL080514**

**TO:** University of Connecticut

Purchasing Department

3 North Hillside Road Unit 6076

Storrs, CT. 06269-6076

1. The undersigned proposer, in response to our Request for Proposal for Services, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Proposer acknowledges receipt of the following addenda, which are a part of the bidding documents: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
3. Proposer understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Proposer agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Proposer hereby certifies: (a) that this offer is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; (c) that the proposer has not solicited or induced any person, firm or corporation to refrain from competing; and (d) that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.
6. Firm offers a fee structure in accordance with the attached Fee Structure and Index Table forms and any additional offers specified and attached hereto.
7. Proposer agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
8. Signature acknowledges acceptance of all specifications, terms and conditions, notwithstanding those exceptions taken pursuant to 2.3.4(b), and pricing and discounts contained herein offered are accurate and correct.
9. Signature states all information submitted in Response to Appendix B, Response Template for Part IV, General Requirements is true and accurate.
10. Payment terms shall be 2% 15, Net 45 unless otherwise noted: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_
11. The undersigned hereby certifies that the following documents are included in the RFP package:

\_\_\_ Brief Cover Letter

\_\_\_ A completed Form of Proposal, Part VI, fully executed.

\_\_\_ A point-by-point response to Appendix A.

\_\_\_ A hard copy response to Appendix B (one with EACH copy of the proposal)

\_\_\_ A soft copy response to Appendix B in native file format (one copy with the electronic copy of your proposal).

\_\_\_ Signature authorization documentation (see section 3.15)

\_\_\_ All required affidavits and certifications included in Part IX, Attachments.

\_\_\_ A fully completed and signed copy of Part VII, Notification to Bidders and Bidder’s Contract Compliance Monitoring Report

Signed this \_\_\_\_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_\_\_

Firm Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Duly Authorized Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Signature must correspond with party identified in signature

authorization documentation. See section 3.15)

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print)

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please print)

### PHONE #: FAX #:

F.E.I.N. #:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email:

**PART VII**

**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:

1. the bidder’s success in implementing an affirmative action plan;
2. 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;
3. the bidder’s promise to develop and implement a successful affirmative action plan;
4. 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
5. 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 bidder’s 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 fifteen 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)

|  |  |
| --- | --- |
| **MANAGEMENT:** Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.  **BUSINESS AND FINANCIAL OPERATIONS:** These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.  **COMPUTER SPECIALISTS:** Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists  **ARCHITECTURE AND ENGINEERING:** Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.  **OFFICE AND ADMINISTRATIVE SUPPORT:** All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks. | **BUILDING AND GROUNDS CLEANING AND MAINTENANCE:** This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.  **CONSTRUCTION AND EXTRACTION:** This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..  **INSTALLATION, MAINTENANCE AND REPAIR:** Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.  **MATERIAL MOVING WORKERS:** The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers. |

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

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

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

|  |  |
| --- | --- |
| 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-discrim- ination clauses covering all workers? Yes\_\_ No\_\_  6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?  Yes\_\_ No\_\_ | 12. Does your company have a written affirmative action Plan? Yes\_\_ No\_\_  If no, please explain. |
| 13. Is there a person in your company who is responsible for equal employment opportunity? Yes\_\_ No\_\_  If yes, give name and phone number.  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

PART III - Bidder Subcontracting Practices

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

PART IV - Bidder Employment Information Date:

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

PART V - Bidder Hiring and Recruitment Practices

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

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

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

**APPENDIX A**

**SCOPE OF WORK & PROPOSAL SPECIFICATIONS**

**PLEASE NOTE: A POINT-BY-POINT RESPONSE TO THIS SECTION MUST ACCOMPANY YOUR PROPOSAL.**

1. **OVERVIEW**

The University of Connecticut is seeking proposals from qualified and experienced firms to provide employment advertising services to the Department of Human Resources acting in the capacity of the administrator for recruitment advertising for the University. Previous experience with state/federal institutions, preferably in higher education, is highly desired. The contract resulting from this RFP will be awarded to a firm who can provide all the required services specifications in Appendix A. It is not the intent of the University to award multiple contracts as a result of this RFP.

1. **MINIMUM SERVICE REQUIREMENTS**

To receive consideration, services to be provided by the successful respondents will include those which are mandatory and those which are optional which may or may not be unique to a particular vendor. The following is a list of mandatory requirements; Proposers who cannot provide these mandatory services will not be considered.

* 1. The advertising agency must have the ability to accept advertising copy and placement authorizations via email.
  2. The advertising agency must be able to provide a list of trade and specialty publications that target under-represented group, within a reasonable time frame.
  3. The advertising agency must have an ability to provide a list of conferences, job fairs, and other media events in addition to professional associations.
  4. The advertising agency must have the ability to provide the University with a list of professional academic journals that only publish monthly or quarterly.
  5. The advertising agency must have the ability to suggest publications, newsletters, chat rooms, web sites, and/or email addresses associated with a given field or occupation.
  6. The advertising agency must have the ability to provide lists of internet sites/web pages by trade, industry, or area of expertise.
  7. The ad agency must have the ability, prior to advertisement placement, to provide the University with itemized cost estimates to include which publications are commissionable versus non-commissionable. Any additional cost by advertising agency for non-commissionable publications shall be outlined in cost estimates.
  8. The ability to provide copy writing services.
  9. The ability to provide proofreading services.
  10. The ability to provide publications/media research.
  11. The ability to provide complete advertising design and formatting services.
  12. The ad agency must have the capability to create ads from rough ad-copy and submit cost estimates and publication deadlines within one (1) business day from submission of initial ad copy.
  13. The agency must have the ability to provide full production and mechanical services.
  14. The agency must be able to provide training workshops for departments, schools, colleges, centers and institutes within the University, as needed.
  15. The University currently provides the employment advertising vendor with a single point of contact for all employment advertisements coordinated by the Department of Human Resources. The University may choose to have individual University departments, colleges, center, schools and institutes place their own advertisements through the advertising vendor (with monitoring and approval by the Department of Human Resources). **Describe, in detail, your company's experience in working with a major account with multiple end users. In addition to the references required pursuant to section 2.3.7 of the RFP (not Appendix A), provide a list of clients including names, telephone numbers, and contact persons with a multiple end user structure.**
  16. The awarded party must provide a toll-free telephone number for both voice and facsimile communication.

1. **ADDED VALUE SERVICE OFFERINGS**
   1. In addition to the minimum requirements outlined in section 2, please provide a definitive list of additional services your firm can provide and the list and discounted costs associated with the same, including but not limited to:
      1. A list of other non-advertising recruitment services available from your company. Specifically, describe other services, e.g., networking, relationship building, etc. in which you may be able to assist the University in its recruitment initiatives
      2. Any additional services available from your company not specifically requested. Please provide a detailed description of the services. Kindly refer to section 7.0 for specific requirements for pricing in response to this section.
2. **PROPOSAL REQUIREMENTS**
   1. Evidence of your firm’s previous experience with similar engagement as shown by a portfolio of sample work (representative ads) and listed references. Please see section 2.3.7 of the RFP (not appendix A) and 2.15 of Appendix A.
   2. A complete client list for which you have provided similar services over the past five (5) years, including institutes of higher education. This is to be provided in addition to the references required pursuant to section 2.3.7 of the RFP (not Appendix A). A detailed description of the services provided must be included with each client reference.
   3. The names and resumes/CV of senior staff from your organization who would be assigned to the University’s account if your firm is selected as the awardee. Please include a description of their experience providing the services outlined within Appendix A.
   4. A detailed description, referred to as the Plan, of how your firm plans to provide the services outlined in this RFP. The Plan should communicate and demonstrate your capabilities relative to providing all the required services outlined in section 2.0 of Appendix A. Emphasis should be placed on the ability to provide the best value to the University by providing high quality service which serves the best interest of the University while providing the most competitive pricing available.
3. **LOCATION OF SERVICES**

Departments requiring employment advertising services will primarily be located at the University of Connecticut campus in Storrs, CT, with the majority of the relationship to be managed by the Department of Human Resources, although there may be direct contact with various University departments as stipulated in section 2.15 of Appendix A. Additionally, this contract may be accessed by UConn Health in Farmington, CT and their affiliates. Additional locations may also be serviced, including but not limited to the University of Connecticut Regional Campuses and UConn Health affiliates located throughout the state of Connecticut.

**6.0 CONTRACT TERM**

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

**7.0 PRICE/FEE STRUCTURE APPROACH**

All volume discounts offered to the agency must be passed on to the University.

7.1 Please list all service fees and other fees for specific service items your company has to offer in relationship to this RFP. Supply payment schedule information (if applicable).

* 1. All pricing shall remain firm for the term of the contract, inclusive of extensions.
  2. Costs for travel, meals, hotels, and/or other miscellaneous expense are not reimbursable. No additional fees or surcharges will be allowed.

**8.0 ADMINISTRATIVE REQUIREMENTS**

8.1 Quotation issuance:

The ad agency must have a standardized mechanism for providing the University with quotations. Each quotation must include the contract number assigned to the agreement resulting from this RFP. Additionally, the information required to be outlined on each quotation *for each ad within each publication* includes:

8.1.1 Options for advertising (e.g., display or column format; print or online; etc.);

8.1.2 Cost;  
8.1.3 What is included in the cost;

8.1.4 Deadline dates; and

8.1.5 Publication dates.

This must be provided for each ad for each publication within one business day from submission of initial ad copy. **Price quotes must be firm and guaranteed *prior to ad placement.***

8.2 Invoicing:

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

* + 1. Itemized invoices with tear sheets must be submitted to the Human Resources Department directly along with a copy of the invoice to the Accounts Payable department whose address will be noted on the purchase order.
    2. One (1) invoice per search (job opening) is required.
    3. The agency must provide a tear sheet for each ad, and on each and every invoice the payment terms, purchase order number, federal employer number (FEIN), university search number, and any discounts passed on to the university. The agency must have ability to invoice departments, schools, colleges, centers, institutes etc., within the University directly.
  1. Credits/Reimbursements to the University:
     1. Credit/adjustment resolution must occur within thirty (30) days of advertisement publication.
     2. The University reserves the right to be reimbursed or deduct the amount of the ad charge for advertisements that are not published by the specified deadlines.
     3. The University reserves the right to determine the impact of applicant response to any Vendor’s advertisement copy error(s) and all such errors will be resolved to the University complete satisfaction, as deemed appropriate by the University.

8.4 Reporting:

The advertising agency must have the ability to provide monthly and annual reports of the number of advertisements placed by the University, as well as the number of unique publications within which the University has placed advertisements.

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

**9.0 SUPPLEMENTAL TERMS AND CONDITIONS**

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

The Vendor shall indemnify, defend, save and hold harmless the University from any and all damages, costs, losses, liabilities and expenses arising from and claim or action by any third party that the use of the Work Product (or any par thereof), by the University infringes a United States Copyright so long as such Work Product has not been modified, edited or combined with other intellectual property by the University in any manner. This right to indemnification is upon the condition that the University gives the Vendor prompt written notice of such claim and full right and opportunity to conduct the defense thereof, together with full information and all reasonable cooperation in the Vendor’s defense without its written consent. If principles of government or public law are involved, the University may participate in the defense of any such action. If, in the Vendor’s opinion, the Work Product supplied hereunder is likely to or does become the subject of a claim of infringement of a UC Copyright, then without diminishing the Vendor’s obligation to satisfy its obligation under the agreement resulting from this RFP, the Vendor may, at its option and expense (1) obtain the right for the University to continue use of the work(s), (2) substitute for the alleged infringing work(s) other equally suitable work(s) to the University. The foregoing states the entire liability of the Vendor with respect to the infringement of copyrights by the work(s) furnished hereunder or any party thereof.

**APPENDIX B**

**RESPONSE TEMPLATE FOR GENERAL REQUIREMENTS**

**Please refer to the electronic template included in the PDF portfolio containing this response template to provide answers to Part IV, General Requirements. Your response to Appendix B must be submitted in two (2) ways:**

* + - 1. **An electronic response to the template, in NATIVE FILE FORMAT, must be included with your electronic copy of the RFP response (pursuant to section 2.2.1), and**
      2. **A hard-copy response, for which one (1) copy is to be provided with each hard-copy proposal required, including the proposal containing all documents with originals signatures.**

|  |  |  |
| --- | --- | --- |
|  | **APPENDIX C**  **NOTICE OF INTENT TO BID** | hpothb07SEAL |
|  | STATE OF CONNECTICUT |
| BUYER NAME: | ***UNIVERSITY OF CONNECTICUT*** |
| *Joseph Lastrina* |  |
|  | **PROCUREMENT SERVICES DEPARTMENT** |
| EMAIL ADDRESS: | **3 NORTH HILLSIDE ROAD, UNIT 6076** |
| [*joseph.lastrina@uconn.edu*](mailto:joseph.lastrina@uconn.edu) | **Storrs, CT 06269-6076** |
|  |  |
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| --- | --- | --- | --- | --- |
| **RFP NUMBER** | | **PROPOSAL DUE DATE:** | **PROPOSAL DUE TIME:** | |
| **JL080514** | | **August 26, 2014** | **2:00 PM, EDT** | |
| **RFP TITLE:** | | **Employment Advertising Services** | | |
|  | | | | |
| **NOTE: This acknowledgement is crucial for proposal follow-up procedures. Once completed please fax this document to 860-486-5051 or emailing to** [**joseph.lastrina@uconn.edu**](mailto:joseph.lastrina@uconn.edu)**.**  Please check one of the following boxes:  YES, submitting a proposal  NO, not submitting a proposal | | | |
| **PLEASE CEARLY WRITE THE FOLLOWING INFORMATION:** | | | |
| COMPANY NAME: |  | | |
| STREET ADDRESS: |  | | |
| CITY, STATE, ZIP CODE: |  | | |
| CONTACT NAME/TITLE: |  | | |
| PHONE: |  | | |
| E-MAIL: |  | | |
| FAX: |  | | |
|  |  | | |

**APPENDIX D**

**REFERENCES**

Proposals should include five institutions, of similar or the same size, where your organization is currently providing Services similar to the Services you’re proposing for the University of Connecticut. Please include name, title, telephone number **and e-mail address** of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.** Additional reference information may be attached on a separate sheet.

|  |  |
| --- | --- |
| **REFERENCE # 1** | |
| **Company Name:** |  |
| **Services Provided :** |  |
| **Contact Name:** |  |
| **Contact Email:** |  |
| **Contact Title:** |  |
| **Contact Phone:** |  |
| **REFERENCE # 2** | |
| **Company Name:** |  |
| **Services Provided :** |  |
| **Contact Name:** |  |
| **Contact Email:** |  |
| **Contact Title:** |  |
| **Contact Phone:** |  |
| **REFERENCE # 3** | |
| **Company Name:** |  |
| **Services Provided :** |  |
| **Contact Name:** |  |
| **Contact Email:** |  |
| **Contact Title:** |  |
| **Contact Phone:** |  |
| **REFERENCE # 4** | |
| **Company Name:** |  |
| **Services Provided :** |  |
| **Contact Name:** |  |
| **Contact Email:** |  |
| **Contact Title:** |  |
| **Contact Phone:** |  |
| **REFERENCE # 5** | |
| **Company Name:** |  |
| **Services Provided :** |  |
| **Contact Name:** |  |
| **Contact Email:** |  |
| **Contact Title:** |  |
| **Contact Phone:** |  |

**APPENDIX E – SAMPLE PURCHASING AGREEMENT PLACEHOLDER**

**PART X**

**ATTACHMENTS**

**Form A**

**07-08-2009**

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**Form B**

**07-08-2009**

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**Form D**

**07-08-2009**

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Page 1 of 2

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| armbear | **STATE OF CONNECTICUT**  **GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION** |

*Written or electronic 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)*

**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 if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE: ⬜** Initial Certification **⬜** 12 Month Anniversary Update (Multi-year contracts only.)

Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

**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 it 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 a twelve-month anniversary update, “Execution Date” means the date this certification is signed by the Contractor;
3. “Contractor” means the person, firm or corporation named as the contactor 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. “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, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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.

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**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:

**Lawful Campaign Contributions to Candidates for Statewide Public Office:**

Contribution Date Name of Contributor Recipient Value Description

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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**Lawful Campaign Contributions to Candidates for the General Assembly:**

Contribution Date Name of Contributor Recipient Value Description

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

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Contractor Name **Printed Name of Authorized Official**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Authorized Official**

**Subscribed and acknowledged before me this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_.**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Commissioner of the Superior Court (or Notary Public)**

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| armbear | **STATE OF CONNECTICUT**  **CONSULTING AGREEMENT AFFIDAVIT** |

*Affidavit to accompany a bid or proposal 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). For sole source or no bid contracts the form is submitted at time of contract execution.*

**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 contractor 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 contractor 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 there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**AFFIDAVIT:** [Number of Affidavits Sworn and Subscribed On This Day: \_\_\_\_\_]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), 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: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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 Contractor **Signature of Principal or Key Personnel 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 Public**

OPM Ethics Form 6 Rev. 10-01-11

|  |  |
| --- | --- |
| armbear | **STATE OF CONNECTICUT**  **AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY** |

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

* I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
* I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
* I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.
* I am a contractor who has already filed an affirmation, but I am updating such affirmation either (i) no later than thirty (30) days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

**IMPORTANT NOTE:**

Within fifteen (15) days after the request of such agency, institution or quasi-public agency for such affirmation contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

**AFFIRMATION:**

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

\* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Printed Name Title

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Firm or Corporation (if applicable)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_ \_\_\_\_\_\_

Street Address City State Zip

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Awarding State Agency

**NON-COLLUSION AFFIDAVIT**

TO ACCOMPANY PROPOSALS OR BIDS

**STATE OF CONNECTICUT**   **)**

**) ss.:**

**COUNTY OF \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ )**

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, being first duly sworn, deposes and says:

(Type or print name)

that he or she is the**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_** of

(Type or print title)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, who submits herewith

(Type or print name of company/firm)

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

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

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

1. did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
2. did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw bid/proposal;
3. did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost element of their price or of that of anyone else;
4. did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereof, to any corporation, partnership, company, association organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals, except to the awarding authority or to any person or person who have a partnership or other financial interest with said bidder/proposer in their business.

Signed:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_, by \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Notary Public (Notarial Seal)

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

**Connecticut Economic Impact Form**

This form is intended to gather general Connecticut economic impact information from prospective suppliers.  This form shall be updated with each solicitation.  This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier’s qualifications.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Company Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location (City, State) of Principal Place of Business: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date Registered to do Business in Connecticut: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Connecticut Locations: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Number of Connecticut Employees: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Payroll Paid to Connecticut State Residents: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Rent Paid within Connecticut or value of Real Property: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Annual Utilities Paid within Connecticut: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Amount paid to Major partners or suppliers in Connecticut: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**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. “)*

