



The University of Connecticut

REQUEST FOR PROPOSAL

RFP Number: PG082506

Safer Sex Video Game

Proposal Release Date

September 11, 2006

Proposal Due Date:

October 13, 2006

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

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PART I OVERVIEW

UNIVERSITY OF CONNECTICUT

The Center for Health Communication and Marketing (CHCM) at the University Of Connecticut is soliciting proposals from experienced and qualified Vendors to partner with the School to develop a fun, personal computer video game aiming to teach safer sex to urban youth age 18-26 that meets the characteristics and technical specifications outlined herein.

Game development will include graphic design, story/dialogue, voicing, programming, debugging, and incorporation of principles of health behavior change as guided by CHCM. The work is funded by a federal grant from the Centers for Disease Control. Subcontracts will be written based on the federal fiscal year (September 30 – September 29), renewable annually until 2007 depending upon date of original contract, successful performance, and availability of funds.

The successful firm will demonstrate expertise and experience in the design and programming of video games. Bidders must demonstrate a thorough working knowledge of serious video game development, and a willingness to use feedback from the target group and usability studies (provided by CHCM) to improve the game.

SCOPE OF THE PROJECT

The overarching goal of the project is to test the feasibility of using a PC-executable game (non-Flash) format to change the safe sex practices of an otherwise hard to reach group – urban emerging adults. The outcomes of the game, based on the social science of behavior change, include learning, clearing up misconceptions, increasing motivations and skills, reinforcing positive practices, increasing confidence and skills to communicate about sex and engage in safer sex, and changing unsafe behaviors.

The successful vendor's task will be to collaborate with CHCM in designing the game, making it as fun, motivating, and efficacious at achieving the goals as possible. The successful vendor will write the software for the game and CHCM will provide the game development document.

After the game is complete, CHCM will evaluate the game in a randomized controlled trial to test the effectiveness of the game in changing outcomes. Research participants will be surveyed before, immediately after, and three months after playing the video game, to examine changes in knowledge, beliefs, and behaviors.

Depending on the success of the trial, the game will be distributed broadly. Additional versions of the game may be created for other target groups in the future, such that a successful first collaboration may lead to additional projects.

DEFINITIONS

University of Connecticut, University, School and UConn refer to the University of Connecticut.

Acceptance is defined as the date on which the software is installed on location, has been shown to work per the specifications herein, and vendor has guaranteed that the software components are at the latest versions for all components.

"Bidder", "Proposer", "Supplier", "Respondent" and "Vendor" refer to a Company responding to this Request for Proposal.

PART II DEMOGRAPHICS

UConn is a public research university and academic health center with 8 campuses enrolling approximately 28,000 students in Fall 2005. The original campus (dating to 1881) is located in Storrs, with regional campuses in Avery Point, Greater Hartford, Stamford, Torrington, and Waterbury; Schools of Law and Social Work in West Hartford; and the Academic Health Center, including a 200-bed in-patient facility, in Farmington.

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

**PART III
INTRODUCTION**

- 3.0 **Scope:** The University of Connecticut, is seeking proposals from qualified vendors to develop a **Safer Sex Video Game** to be used by the University of Connecticut (UConn) Center for Health Communication and Marketing (CHCM) as outlined in Part I.
- 3.1 **Support Plan:** We are requesting that each vendor provide a Plan to support its proposal. The Plan should describe the **Safer Sex Video Game development in accordance with the details found in Part V, Specifications.**
- 3.2 **Term of Contract:** The University of Connecticut plans to award a contract from this RFP for an anticipated term which will expire September 30, 2007.

By mutual agreement of both parties, any contract resulting from this RFP may be extended for two (2) additional one (1) year terms, contingent upon adequate funding. Said option will be exercised only upon satisfactory performance and by mutual consent of both parties.

Pricing changes are subject to approval of documentation requesting the changes. Documentation to be submitted will be determined by the University. Price to remain firm for the term of the contract.

Such intent to extend shall be conveyed to the vendor in writing thirty (30) days prior to the effective date .

- 3.3 **Contract Commencement:** The contract commencement date shall be negotiated for the earliest date after contract award. Vendor should specify the best possible start date in days after receipt of award of a purchase order.
- 3.4 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

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

- 3.5 **Specifications:** The specifications in Part VII Pricing must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation. See 3.8.3 for additional details.
- 3.6 **Estimated Timetable:** The following schedule will apply to this RFP.

Release of RFP	September 11, 2006
<u>MANDATORY</u> Pre-proposal Teleconference	September 20, 2006 2:00 p.m. Eastern Time
Closing Date for Inquiries	September 29, 2006
Submission of RFP Due	October 13, 2006, 2:00 p.m.
Vendor Presentations (if necessary)	To be determined
Anticipated Award Date	On or before November 1, 2006

- 3.7 **Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Penny Guerin
University of Connecticut

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

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

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

- 3.8.1 An original and five copies of the proposal as well as a CD with the complete proposal must be submitted in a sealed envelope or box and sent to:

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

Reference RFP No. PG082506
"Safer Sex Video Game"

On or before 2:00 p.m. on October 13, 2006

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

Any RFP proposal received after the date and time stated in Section 3.8.1 will not be considered and will be returned to the Vendor unopened.

- 3.8.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 3.8.3 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

All proposals must include a point-by-point response to this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and five (5) copies of the proposal as well as a CD with the complete proposal shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three-(3) hole punched and submitted in three-ring, loose-leaf binders.

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

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 3.8.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive. **See Part 5.5 for additional details of the proposal requirements.**

3.8.4 Pricing will be indicated on the Pricing Forms provided in Part VII.

3.8.5 All required signatures must be affixed in Part VII, X, XI and XIV.

3.8.6 At the specified time stated in 3.8.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

3.8.7 **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 respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal.

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

3.9 **Pre-Proposal Conference:** There will be a mandatory pre-proposal teleconference at 2:00 p.m. Eastern time on September 20, 2006. The dial in number for participants is 866 679-5289. Code: 7831510.

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

3.11 **Completed RFP's:** Each Vendor must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.

3.12 **Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof.

All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section X, Form of Proposal.)

PART IV

TERMS AND CONDITIONS

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

- 4.0 **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 4.1 below will issue an acceptance of the proposal offer.
- 4.1 **Contract Format:** The resulting contract will incorporate this RFP, the response thereto, all additional agreements and stipulations, and the results of any final negotiations. All of these documents signed by both parties will constitute the final contract.
- 4.2 **Contract Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the Safer Sex Video Game Vendor citing the instances of noncompliance with the contract.
- 4.2.1 The Vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 4.2.2 If the Vendor and the University reach an agreed upon solution, the Vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 4.2.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
- 4.2.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 4.3 **Contract Modification:** All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.
- 4.4 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.
- 4.5 **Notification of Selected Vendor:**
It is the University's intention to review proposals, complete contract negotiations and execute an agreement on or before November 1, 2006. Upon written request, Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.
- 4.6 **Term of Contract:** The contract will be an anticipated term of one (1) year. The contract will commence on or about November 1, 2006.
- 4.7 **RFP Status and Submission Information:**
- 4.7.1 **RFP Acceptance/Rejection:** The University reserves the right to cancel this Bid, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the School. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the School 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.

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

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

- 4.7.3 **Effective Period of Proposals** The proposals submitted must remain in effect for a minimum period of ninety (90) days after the closing date to allow time for evaluation, approval and award of the contract.

- 4.7.4 **Minor Defects:** If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the School 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.

- 4.7.5 **Withdrawal of Proposals:** A proposal shall not be modified, withdrawn or canceled by the bidder for a period of ninety (90) days following the date and time assigned for the receipt of proposals.

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.7, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.8.1 provided they are then fully in conformance with these terms and conditions.

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

4.8 **Indemnification Requirements:**

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

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

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

- 4.8.2 **Liens:** The successful Safer Sex Video Game Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Safer Sex Video Game Vendor.
- 4.8.3 **Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 4.8.4 **Actions of Vendor:** The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

4.9 **Pre-Award Presentations and Negotiations:**

- 4.9.1 **Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation. (See Section 4.15.3 for clarification.)
- 4.9.2 **Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's over all qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes, which include:
- 4.9.2.1 Resolving minor differences and informalities
 - 4.9.2.2 Clarifying necessary details and responsibilities
 - 4.9.2.3 Emphasizing important issues and points
 - 4.9.2.4 Receiving assurances from proposers
 - 4.9.2.5 Exploring ways to improve the final contract

4.10 **Standard Terms and Conditions:**

- 4.10.1 **Business Relationship Affidavit:** The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement. The University may terminate any Agreement if it is determined that gratuities of any kind were either offered to or received by any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true.

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

- 4.10.2 **Conflict of Interest:** The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.
- 4.10.3 **Equal Employment Opportunity Requirements:** In entering into any contract resulting from this RFP, the proposer agrees to comply with Equal Employment Opportunity and Affirmative

Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

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

- 4.10.4 **Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.
- 4.10.5 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.
- 4.10.6 **Prior Course of Dealings:** The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
- 4.10.7 **Contract Provisions by Reference:** It is mutually agreed by and between the University and the proposer that the University's acceptance of the proposer's offer by the issuance of a Letter of Acceptance shall create a contract between the parties thereto containing all specifications, terms and conditions in the Request for Proposal except as amended in the Letter of Acceptance. Any exceptions taken by the proposer, which are not included in the RFP Letter of Acceptance will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a proposer, the terms and conditions of this Request for Proposal and Letter of Acceptance will govern.
- 4.10.8 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

4.11 Responsibilities of the Vendor:

- 4.11.1 **Observing Laws and Regulations:** The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.
- 4.11.2 **Representations:** Each firm, by submitting a proposal, represents that it:
 - 4.11.2.1 Has read and completely understands the proposal documents.
 - 4.11.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

4.12 Repairs to Property Damage:

- 4.12 Existing facilities damaged during installation and/or service by the Vendor, the Vendor agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

4.13 Delivery Requirements:

Delivery and installation information for any contract resulting from this RFP will be to the Center for Health Communication & Marketing, 2006 Hillside Road Unit 1248, Storrs, Connecticut 06269-1248.

For any activity on the Storrs campus, the following will apply:

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

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

4.14 **Insurance Requirements:**

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

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

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

4.15 **RFP Evaluation:**

4.15.1 **RFP Evaluation Criteria:** The award of a contract will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets 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 below.

Review for Compliance: Proposals submitted will initially be evaluated based on compliance with the information requested as listed under the section entitled “Proposals.” Failure to submit all necessary documents as requested may result in rejection. Budgets exceeding \$300,000 will be deemed in non-compliance.

Detailed Review Against Criteria: Each proposal will be evaluated based on an assessment of the information provided in response to the RFP. This evaluation will be a point system. Only information submitted as part of this bid will be considered in the review process.

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

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

A. Video Game Vision and Characteristics

⇒ Most comprehensive software which meets or exceeds the desired characteristics and technical specifications as described herein. Proposals will be evaluated with respect to the way in which their vision for the game would meet the goals and objectives of the game, innovativeness, and for a plan to engage in iterative development of the game with CHCM.

Maximum Points Available: 40

B. Price.

⇒ Lowest pricing structure, not to exceed \$300,000, which best meets or exceeds specifications.

Maximum Points Available: 10

C. Bidder's Capability and References.

⇒ Each bidder must clearly establish competence to meet contractual obligations in a timely manner and to provide the services outlined in the proposal. Information and materials submitted about prior games or other interventions the bidder has developed will be part of the basis of our assessment of a bidder’s capability. In describing their experience, it is desirable bidders include evaluations of the measurable impact of serious video games they have developed. Past successful performance in similar programs, and strong fiscal systems and accountability must be documented.

References must be provided as described in Part 4.15.4 from other universities or institutions for whom bidder has developed video software and whose requirements are similar to those outlined herein. Letters of recommendations from academic, non-profit, or health organization clients may also be provided and should also address bidder capability.

Maximum Point Available: 25

D. Experience

⇒ Bidders will be evaluated with respect to their depth and range of experience in:

- The development of entertaining video games
- The integration of serious content into video games
- Cooperating with formative evaluation research to improve a game during game development
- Creating culturally appropriate games
- Targeting urban youth 18-26 years old
- Developing games with sexual content
- Working with non-profit and academic organizations

Maximum Points Available: 25

Total Maximum Points Available: 100

- 4.15.2 **Supplemental Information:** As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.
- 4.15.3 **Presentations:** The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. 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.
- 4.15.4 **Review of References:** Each proposer is required to provide a customer list with a minimum of five (5), **but not more than ten (10)** complex organizations, including those similar to higher education institutions with which it has an Agreement to develop a Video Game. Two institutions of the size and scope of the University of Connecticut should be included. 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.** The University reserves the right, but is not obligated, to contact and review any Video Game program of any institution by any proposer as a reference.
- 4.15.5 The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in any Agreement(s). The University will be the sole judge of the suitability of the proposed Agreement. (s)
- 4.15.6 **Proposal Qualification Data:** If necessary to evaluate proposer qualification, proponent may be requested to furnish information on the following items:
- 4.15.6.1 Financial resources.
 - 4.15.6.2 Personnel resources.
 - 4.15.6.3 Executives and key person resumes.
 - 4.15.6.4 Ability to meet delivery and support schedules.
 - 4.15.6.5 Ability to meet specifications and quality requirements.
- 4.15.7 **Requests for Clarification by Proposers:** Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made in writing to:

Penny Guerin, Assistant Director, Purchasing
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
(860) 486-2621 FAX (860) 486-5051

The University will provide a written response to all written requests for clarification within five (5) business days after its receipt of such request. 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 Part IV. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving this RFP.

Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.

- 4.15.8 **Requests for Clarification by the University:** The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

4.16 Communications between the University and the Proponent:

- 4.16.1 **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:
- 4.16.2 Requests from the proponents to any department(s) at the University, for information, comments, speculation, etc.
- 4.16.3 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.16.4 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:

- A. Oral Presentations
- B. Pre-Award Negotiations

ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 4.16.1 AND 4.16.2 ABOVE, MAY RESULT IN THE REJECTION OF ANY SUPPLIER'S PROPOSAL OR CANCELLATION OF THIS REQUEST FOR PROPOSAL.

4.17 License:

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

4.18 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.

4.19 Licensed Merchandise:

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

4.20 **Patent and Copyright**

- 4.20.1 The Vendor shall pay all royalties, license fees, and patent to invention rights, or copyrights or trade and service marks and defend all suits or claims for the infringement of any patent or invention right or copyrights or trade and service marks involved in the items furnished in any contract resulting from this RFP.
- 4.20.2 The Vendor will hold and save the University and its officers, agents, servants, and employees harmless from liability of any nature or kind, including cost and expenses for, or on account of any patented or unpatented invention, process, article, or appliance furnished in the performance of any contract resulting from this RFP including its use by the owner, unless otherwise specifically stipulated.
- 4.20.3 Copyrights for any item specified shall be the property of the University and inure to its benefit and proposer shall execute such documents, as University may require, for the perfection thereof.

4.21 **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 respondent wishes to supply any information, which it believes is exempt from disclosure under the Act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

4.22 **Ethical Considerations:**

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

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

4.23 **Affidavits**

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

To comply with Governor Rell's directive and facilitate an expeditious response, please review the affidavits that must be submitted to the University of Connecticut Purchasing Department. The affidavits can be found in Part XV of this RFP or online at:
http://www.opm.state.ct.us/policies.htm#Office_Secretary

4.24 **Financial Statement/Vendor viability:**

As a mandatory requirement of this RFP all participating Vendors must submit the most current, within the last 12 months, audited "Financial Statement", or tax returns, identification of current relevant or previous litigation and a company history to show company stability and future viability.

4.25 **Performance Bond:**

The successful bidder shall furnish a Surety Bond in an amount equal to one hundred percent (100%) of the contract price as security for faithful performance of the contract and for payment of all persons performing labor on the project under the contract, prior to the execution of the contract. Surety on such bond shall be provided by a duly authorized Surety company licensed to do business in the State of Connecticut and named on the current list of insurance companies acceptable for Federal Bonds as published in the "Treasury Department Circular 570," and shall meet the approval of the University. Premiums shall be paid by the bidder. All bonds shall be made out to the University of Connecticut.

4.26 **Joint Ventures:**

Bids submitted by firms 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.

4.27 **Executive Orders of the Governor:**

- A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
- B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.
- C. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, resulting Agreement may be canceled, terminated or suspended by the state for violation of or noncompliance with said

Executive Order No. Sixteen. The Parties of said Agreement, as part of the consideration hereof, agree that:

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

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

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

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

- (a) The State Contracting Standards Board (“the Board”) may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
 - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or
 - (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

- (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.

4.28 **Ethics and Compliance Reporting**

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

PART V SPECIFICATIONS

5.0 The projected user of video game will be urban youth 18-26 years old. Although the group comes from diverse cultural and socioeconomic backgrounds, we are targeting the game to appeal to people who enjoy urban youth culture and music. Emerging adults are at high risk for sexually transmitted infections. Their individual HIV and sexually transmitted infection (STI) status is unknown. Their level of sexual experience and acceptable practices – and therefore their need for different types of information about safe sex -- will vary greatly. They play video games at a high rate, and most have access to a personal computer for game play, although it may not be state-of-the-art equipment.

5.1 Characteristics of the game

- 5.1.1 The game concept is a traditional, multi-linear adventure game that encompasses an interactive story with action and narrative choice points. The player will create and customize an avatar who plays a role alongside other characters within the story. At key points in the story, the player will engage in mini-games to facilitate learning and test his or her knowledge. The player will also have constant access to expert help throughout the course of the game. During the story, the player may also be allowed to control characters other than his or her avatar. The progress of all characters must be tracked in terms of narrative as well as other metrics defined in the design doc (i.e. relationship satisfaction, health, etc.)
- 5.1.2 The game will consist of multiple storylines with a myriad of characters. The game player will control different characters in different acts. An act consists of one or more scenes, ending in a choice point or assessment. Players will control an avatar of themselves - which they have a chance to customize at the beginning of the game – in some acts. Characters should be as lifelike as possible within the limited technological range. Characters will engage in a host of behaviors, including walking, talking, dancing, eating and drinking, watching TV, foreplay, and sex.
- 5.1.3 The game will incorporate a number of learning strategies to increase the likelihood of meeting the objectives, including:
 - 5.1.3.1 providing computer-generated feedback about an individual’s behaviors,
 - 5.1.3.2 tailoring portions of the game to specific characteristics of the individual,
 - 5.1.3.3 modeling the negative consequences of risky behaviors and positive consequences of safe choices using characters with whom the players can identify,
 - 5.1.3.4 providing in-game sex and relationship “experts” who can answer questions in a risk-free environment (the content of which will be provided by CHCM),
 - 5.1.3.5 providing in-game contextual help in which the player may select help for tactical guidance regarding how to play the game
 - 5.1.3.6 providing the option to “time-out” to explore contextual topic details (such as related topics, web-links, or video testimonials from real people).
 - 5.1.3.7 engaging the player in various scenes they will encounter in real life,
 - 5.1.3.8 identifying and teaching the skills that make safe sex and positive relationships possible (with the content provided by UConn),
 - 5.1.3.9 advancement in the game based on satisfactory learning of fundamental points,
 - 5.1.3.10 use of humor and interesting stories to increase involvement in the game,

- 5.1.3.11 use of in-game rewards for positive choices,
- 5.1.3.12 use of in-game polling or rankings at various stations, collection of results for delivery to a confidential central repository, and aggregation of data results enabling the player to see where he/she stands in terms of the population of players (reinforcing the concept that the player is not alone in addressing such a challenging situation)
- 5.1.4 The game is expected to last for about an hour of typical play. The game should have replay value, such that players could go through the game again, making different choices, and experiencing different scenes or acts. It is expected that there would be up to six hours of total playable time, if all options of the game were played.
- 5.1.5 Most of the scenes in the game will take place indoors. Many will be in apartments in the same building, so that the layouts can be similar while furniture colors, wall decorations, and some details change. Other settings include a store, STI clinic, and club.
- 5.1.6 The game will incorporate the following elements: minigames (a minimum of 4 minigames), meters (such as health, relationship satisfaction, etc), cut scenes, dialogue with choice points, voice narration of all texts, and consultation with an “expert” character to answer questions.
- 5.1.7 There will be at least two “branches” of the game, one for people who have no or limited sexual experience, the other for people who have more sexual experience. The level of sexual experience will be assessed towards the beginning of the game, and players will be sorted into one branch or the other. Some content and mini-games will be in both branches, but most of the acts and scenes will be scripted to meet the unique needs of the different experience groups.
- 5.1.8 The player will be involved in a variety of activities, including exploring scenes, talk to different people, and engage in minigames, in order to have a good flow to the game and at the same time maintain immersion.
- 5.1.9 The contractor will provide appropriate musical backgrounds for the game, and ensure that the copyright is obtained to use the music in the game.
- 5.1.10 The artwork should be in a style that resonates with the target players, as in the style of *Grand Theft Auto: Streets of LA*, but that could be any urban US environment.

5.2. Technical considerations

- 5.2.1 Because some of the game users will have old computers (see description of the user above), the game should be playable on a typical user system that is two years old at present, such as a Pentium 4, 2.66 GHz machine, 512 MB RAM, 32 MB graphic card.
- 5.2.2 The game should not restrict the user to a specific video card or game-related hardware device.
- 5.2.3 In the future, the game or elements of it may be moved to other platforms (e.g. Playstation, Xbox, etc), cell phones, or the web. The architecture should be well commented, so that the game could be translated to other formats.
- 5.2.4 The software code should be written in a standard programming language commonly used for games and must meet quality standards, including consistency, as judged by an independent reviewer.
- 5.2.5 The game should be modular and expandable, programmed in a way that CHCM can add modules in the future. The game should include a pedagogical library and module builder framework in which future modules are designed and constructed, thereby providing CHCM with a well defined framework for expansion. One example of a future module would be scenes for gay, lesbian, bisexual, or transgender players.

- 5.2.6 The game should include a character build module in which users answer both questions and select from a library of potential features, thereby allowing users to create an avatar reflecting their unique presentation desires.
- 5.2.7 There should be administrative control built into the game, so that an administrator in a particular setting (such as schools) could limit access to parts of the game based on content or explicitness concerns. Everything in the game should be flagged with an ESRB rating.
- 5.2.8 The game must be able to incorporate a pretest and posttest questionnaire for research purposes. An administrator should be able to set the game to include or turn off the questionnaires, and to alter the content of the questionnaires.
- 5.2.9 The game should be able to include testimonial digital video segments that players could consult, and it should be possible to add or change segments in the future.
- 5.2.10 The game should have voices speaking all written text, given variability in literacy skills among potential game users.
- 5.2.11 The game should have built in data logging to track how a player goes through the game by tracking mouse clicks, errors, number of attempts to correct errors, time spent on screens, scenes, mini-games, and in-game assessments, and answers to particular questions imbedded in the game.
- 5.2.12 Data collected by the game about the game players needs to be secure and accessible only to people given clearance by the research team.

5.3 Legal considerations

- 5.3.1 The copyright of the game, including the programming, software code, storyline, script, visuals, logo, soundtrack, voice track, characters, packaging, promotional materials, and other elements of the game and deliverables developed by the contractor will belong to CHCM and the University of Connecticut.
- 5.3.2 Code must include no Trojan horses or timing elements disabling any portion of the game.
- 5.3.3 Game must provide a technical design document.
- 5.3.4 Funding for the activities outlined in this RFP is from the Centers for Disease Control, and subject to Federal rules regarding grants, as well as rules governing the State of Connecticut and University of Connecticut.
- 5.3.5 There may be opportunities to co-author publications with staff at CHCM.

5.4 Work plan, time line, and deliverables

- 5.4.1 The game workplan reflects the principle of iterative design – successive rounds of designing, coding, testing, and revision – in order to optimize game outcomes. The contractor will provide ballpark list of milestones with the bid. In each phase of game design and development, CHCM will test the product with target users to maximize the game’s appeal and likelihood of positive outcomes. CHCM will also conduct usability tests to ensure the game’s functionality and flow. The contractor will be expected to redesign or recode elements that are not working properly. Patches should not remain as a permanent part of the code and should not be used in the final draft of the game.
- 5.4.2 The first phase of the project involves the designing the look and flow of the game, finalizing the storyboard, and creating an initial segment of the game to be pretested with targeted users. The first phase should include a well defined test plan and functional specification, thereby allowing CHCM to gauge the next phase’s requirements. The second phase consists of

programming, testing, and revising the initial part of the game. In the third phase, the contractor will program the rest of the game. In the fourth phase, the contractor will revise the game based on the usability studies and pretests of the entire game.

- 5.4.3 Although CHCM will be conducting usability tests, it is expected that the contractor will conduct internal quality checking and debug the program to the best of their ability prior to sharing a draft of the game. The contractor should use a means of testing that allows CHCM to enter bugs, recommend priorities, and review the bug status.
- 5.4.4 Note that CHCM will have limited ability to conduct tests with the target group between November 20 and January 1st. (This is a difficult time to recruit research participants.)
- 5.4.5 Phase I: Initial design.**
 - 5.4.5.1 The first activity is to engage in a dialogue with CHCM about the direction and look of the game. The contractor will review the preliminary design document and draft flowchart of game play created by CHCM and provide feedback to CHCM. Qualitative interviews with target game users conducted by CHCM will also be available for background review. The contractor may want to share additional games and ideas with CHCM.
 - 5.4.5.2 The contractor shall generate artwork establishing the look of the game, including characters and backgrounds that CHCM will test with target users, and the contractor will improve the visual design based on the feedback from the users and CHCM.
 - 5.4.5.3 The contractor will generate storyboards and a navigational prototype so that CHCM will be able to solicit feedback from target users, and edit the story and navigational prototype based on the feedback.
 - 5.4.5.4 The contractor will revise the game design document in dialogue with CHCM.
- 5.4.6 Phase I Deliverables:**
 - 5.4.6.1 Artwork (or mockups of screenshots) for game title, opening, characters, and background.
 - 5.4.6.2 Storyboards & decision tree.
 - 5.4.6.3 Revisions to the game design document
- 5.4.7 Phase II Initial programming**
 - 5.4.7.1 After revising the artistic style and storyboard of the initial portion of the game (opening pages, instructions, avatar customization, self-information pages, and three sample acts), the contractor will program the introductory part of the game in a way that makes it a stand-alone product able to be played by target users and tested by CHCM. The initial portion of the game should also be able to act as a game demo.
 - 5.4.7.2 When delivered, CHCM will conduct usability and impact tests on the initial part of the game with target users. CHCM will also employ an independent software engineer to examine the code in terms of quality standards. CHCM will also have the storyboard and script reviewed by independent professional game developers and a medical panel.
 - 5.4.7.3 The contractor will incorporate the feedback from CHCM on usability and content issues in a revised version of the initial portion of the game. Several iterations may be necessary to finalize this portion of the game.
 - 5.4.7.4 The technical design document will include coding standards.
 - 5.4.7.5 The contractor will generate a logbook explaining each critical element of programming in terms of its functionality and the rationale for the approach used as part of the technical design document.
 - 5.4.7.6 CHCM will share the first draft of the game, software code, Coding Standards Guidebook, and Initial Draft of the Coding logbook with an independent software engineer for quality control purposes.

5.4.8 Phase II Deliverables

- 5.4.8.1 (A) A prototype of the game, that contains introductory menus, basic navigation, branching (by sexual experience), menu functionality, character creation, and three substories.
(B) Copy of software code for the initial portion of the game.
(C) Technical Design Document.
- 5.4.8.2 (A) Revised draft of initial portion of the game.
(B) The contractor should detail bugs and their status in database accessible to CHCM, and provide a written summary of which bugs were addressed by the revision.

5.4.9 Phase III Programming

- 5.4.9.1 The contractor will program the rest of the game, incorporating the lessons learned in Phase II.
- 5.4.9.2 As segments are developed that can stand alone (or with other completed portions of the game), they should be shared with CHCM to facilitate pretesting. Testing segments of the game as they are completed will enable the contractor to address issues early and efficiently before they are compounded.
- 5.4.9.3 The alpha version of the game will be delivered to CHCM for usability and pretesting. For our purposes, alpha means all the systems and content of the game, in a stable build.
- 5.4.9.4 The contractor will provide written guidelines to be shared with future programmers who are tasked with incorporating new scenarios into the game.

5.4.10 Phase III Deliverables

- 5.4.10.1 Alpha version of the game.

5.4.11 Phase IV Game revision

- 5.4.11.1 The contractor will revise the alpha game based on the results of the usability and pretesting (or pilot) studies.
- 5.4.11.2 Having made provision the design of the game design to allow adding scenarios at a future time, the contractor will provide guidelines to CHCM on how to do incorporate new scenarios into the software code.

5.4.12 Phase IV Deliverables

- 5.4.12.1 (1) Beta version of the complete game.
(2) Written summary detailing which bugs were addressed by the revision.
- 5.4.12.2 **September 30, 2007**
(1) Final revision of the game.
(2) Copy of software code.
(3) Written record of which bugs/problems were addressed by the revision.
(4) Coding logbook explaining each critical element of programming.
(5) Written guidelines for editing the code to incorporate new scenarios.

5.5 Proposal Requirements

The proposal shall contain the following information to aid CHCM in selecting the best qualified bidders:

- 5.5.1 **Qualifications.** For each person proposed to be substantially involved in the work, provide a curriculum vitae (extended resume) detailing education and training, experience, products, awards, publications, and conference presentations.
- 5.5.2 **Experience.** Itemize and briefly summarize similar projects successfully completed, including content area (commercial games, adult games with sexual content, health-oriented games, and educational/serious games, etc.), game play (role-playing, strategy, action), and platform (PC, web, console, phone, etc). Include a portfolio of screen shots and a copy of at least one video game developed by the bidder, along with a description of the purpose of games in the portfolio

and, if available for serious games, a copy of an evaluation assessing how well the game achieved the educational goals. In addition, complete the following grid:

Required features of application	Previously done	Indicate solution(s) in which feature is demonstrated	Provide details to locate feature in application & any further explanation or details related to feature
Application for public policy and/or social sciences	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Have previously implemented a dynamic database-driven project in tight timeframe. i.e. 4-6 months or similar	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Enables users to customize profiles or characters	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Provides personalization based on user preferences	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Contains robust content management /app administrator interface with tools for editing and updating content, links, and metadata efficiently	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Experience with the young adult audience	<input type="checkbox"/> Yes <input type="checkbox"/> No		

- 5.5.3 **Specific Areas of Expertise.** Bidders must detail specific areas of expertise in relation to the following areas further described in the “Services Sought” section of the RFP:
- 5.5.3.1 Game development
 - 5.5.3.2 Serious game development
 - 5.5.3.3 Computer programming
 - 5.5.3.4 Graphic design tailored to appeal to the game’s target group
 - 5.5.3.5 Use feedback from the target group, usability studies, and other game design bidders (to be provided by CHCM) to improve games
 - 5.5.3.6 Engaging culturally appropriate talent in script and voice work
- 5.5.4 **Design concepts.** Bidders should explain their vision of the game. Bidders may include preliminary sketches of characters, action visuals, and backgrounds, thoughts about game flow and gameplay mechanics.
- 5.5.5 **Technical specification.** Bidder should provide an example of a representative technical specification document, including schema and or data taxonomy.
- 5.5.6 **Letters of recommendation.** The bidder should provide 2-3 letters of recommendation from past clients, with complete contact information.
- 5.5.7 **Budget.** Bidders must provide a detailed budget per phase of work including all costs, not to exceed \$300,000 for the entire contract. CHCM will not reimburse any additional expenses incurred by the contractor. Bidders should also justify the elements of the budget, and explain

their recommended approach to having the highest quality game within the tight budget. Payments will be made upon successful completion of each phase.

- 5.5.8 **Resources.** Discuss the organizational resources that will be brought to the project, including but not limited to personnel (e.g. producer, designers, artists, testers, etc.) and access to or ability to generate a relevant game engine.
- 5.5.9 **Company prospectus.** The bidder should provide most recent financial statements or tax returns, identification of current relevant or previous litigation and a company history to show company stability and future viability.
- 5.5.10 **Process.** Bidder should outline the firm's project management and development process, including individual steps and decision points in which CHCM is required to accept deliverables.
- 5.5.11 **Timeline.** The bidder should provide a timeline of deliverables and milestones. The completion date may be not be later than September 30, 2007. An earlier date is acceptable.
- 5.5.12 **Technical capabilities.** The bidder will provide representative work consisting of at least three data driven or context driven development solutions
- 5.5.13 **Use of subcontractors.** The bidder will identify any off-shore or contractor resources to be used in this project
- 5.5.14 **Testing methodology.** The bidder will provide a detailed description of the firm's testing process and methodology.
- 5.5.15 **Quality control.** Outline the strategy to be used to ensure a high quality product.
- 5.5.16 **Security.** Demonstrate representative solutions in which the bidder has provided for data security.
- 5.5.17 **Maintenance.** Provide an overview of the expected maintenance requirements and/or relationship
- 5.5.18 **Bug tracking.** Bidder should outline the means by which bugs and errors will be tracked, managed and resolved.
- 5.5.19 **Warranty.** Bidder should outline warranty obligations.
- 5.5.20 **CHCM resources.** Outline the types and quantities of resources CHCM is expected to provide during this project
- 5.5.21 **Training.** Bidder should outline the approach to training CHCM staff on the application.

5.6 CHCM Responsibilities

- 5.6.1 CHCM will oversee the implementation of the contract(s) resulting from this RFP. CHCM staff will maintain scheduling responsibilities and primary communication with the selected bidder. CHCM will conduct the usability and pretest studies, and provide the results to the contractor.

PART VI REQUIREMENTS

6.0 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. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 3 of this document.

6.1 Base Proposal Requirements:

In support of its financial and operational goals and objectives, each Vendor will provide a detailed Plan. The Plan should also include assumptions and relationship commitments required to obtain those goals and objectives.

The Plan should describe the programs and/or resources, which support the likelihood of achieving the identified objectives. The Plan should also include support and reporting commitments, together with specific suggestions regarding communication, planning and performance review. The Plan represents an opportunity for each proposer to provide examples of its innovation operational opportunities and understanding of the University communities and objectives.

6.3 Software Site License definition

A mandatory requirement of this proposal will be the Vendors contractual acknowledgement through the Software License Agreement, that the University of Connecticut and all its regional campuses, inclusive of the School of Law and the Health Center, will be considered a single 'Site' location for all software license agreements related directly or indirectly to this agreement.

6.4 Maintenance and Support

The Vendor must also provide detailed information on support and maintenance of their proposed Software.

6.5 Responsibility of those performing the work

The Vendor shall be responsible for the acts and omissions of all the Vendor's employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under a contract with the **Prime Vendor**.

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

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

6.6 Purchase Orders and Subcontractors

Purchase Orders and payments will only be issued to the **Prime Vendor**. It is the **Prime Vendor's** responsibility to issue Purchase Orders, schedule services and pay all subcontractors and partners directly.

6.7 Freight

All shipments will be FOB Destination-Full Freight Allowed. Cost of shipment will be imbedded in the purchase price of the item being purchased.

6.8 Shipments

All shipments to the University will be delivered **inside to the room(s) designated upon contract award.**

6.9 Payment Terms

The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless otherwise stated on the Form of Bid. Cash discounts may be offered, by the Vendor, for prompt payment of invoices and will be taken into consideration in determining the low Vendor and in the awarding of tie bids

**PART VII
PRICING**

7.0 Evaluation

The evaluation process outlined in Part IV will determine which vendor has proposed the best overall package, meeting all of the University's needs to provide a Safer Sex Video Game.

7.1 Cost

All costs associated with the software and subsequent maintenance must be provided in a section titled "Response to Part VII - Pricing", separated from the rest of the proposal. Price(s) for the software, any related modules, licenses, volume discounts, support and maintenance should be included.

Signature acknowledges acceptance of all specifications, terms and conditions stated in **Part VII PRICING** and that all pricing and related discounts offered are accurate and correct.

FIRM: _____ DATE: _____

BY: _____ TITLE: _____

**PART VIII
REFERENCES**

Proposals should include five institutions, of similar or the same size, where your organization is currently providing a Video Game similar to the software 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.**

References: Institution Contact Telephone No.

Reference #1 _____

e-mail: _____

Reference #2 _____

e-mail: _____

Reference #3 _____

e-mail: _____

Reference #4 _____

e-mail: _____

Reference #5 _____

e-mail: _____

PART IX
ATTENTION VENDORS

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

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

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

*Must be notarized

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 X
FORM OF PROPOSAL**

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

1. The undersigned bidder, in response to our Request for Proposal for a Safer Sex Video Game, 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. Bidder acknowledges receipt of the following addenda, which are a part of the bidding documents:
_____, _____, _____, _____, _____, _____.
3. Bidder 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. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 90 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder 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.

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

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

F.E.I.N. #: _____

PART XI
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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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)
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PART XII
ATTACHMENT A
Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;(2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

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

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

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2)) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes

(b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

PART XIII

INSTRUCTIONS TO BIDDERS

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

PART XIV
AWARD AND CONTRACT

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

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

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

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

List information here

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

_____	_____
Signature	Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

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

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

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

Contractor's Name, Title and Firm or Corporation:

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

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

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

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

- Former Agency:
- Date Such Employment Terminated:

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

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

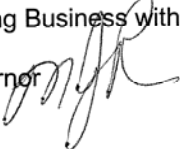


STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor 

Subject: State Ethics Policy

Date: September 28, 2004

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

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

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

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

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

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

STATE CAPITOL, HARTFORD, CONNECTICUT 06106
TEL: (860) 566-4840 • FAX: (860) 524-7396
www.state.ct.us/governor