



**REQUEST FOR PROPOSAL**  
**FOR**  
**STUDENT LOAN SERVICES**  
**FOR THE**  
**UNIVERSITY OF CONNECTICUT**  
**RFP #KJ070307**

**Date Issued: July 3, 2007**

**Mandatory Pre-Proposal Conference:**  
**Wednesday, July 18, 2007 @ 9:30 AM (EDT)**

**Opening Date:**  
**August 1, 2007 @ 2:00 PM (EDT)**

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**Firm's Name**

**Issued By:**  
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**Assistant Director, Purchasing**  
**University of Connecticut**  
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## SECTION 1

### 1.1 **Project/Scope of Work:**

The University of Connecticut Purchasing Department hereinafter referred to as the "University" is seeking proposals for the selection of suggested FFELP (Family Federal Education Loan Program) and alternative loans for the 2008/2009 academic year. The intent of this RFP is to provide lenders with the information, requirements, and instructions necessary to provide a comprehensive proposal that will meet the University's needs, offer outstanding borrower benefits, and comply with federal law.

The University of Connecticut will have six suggested lender lists: one for Stafford loans, one for PLUS loans, one for alternative loans for undergraduate students, one for alternative loans for graduate students (including School of Social Work), one for School of Law Alternative and Bar Loans, and one for Medical/Dental School Alternative and Residency and Relocation Loans. Lenders wishing to be considered may submit proposals for any or all of the suggested lender lists for which they would like to be considered. All lenders who would like to be considered must meet all of the minimum requirements in Section 3 and must answer all general questions in Section 3. Additionally, lenders must respond to each question specific to the loan program for which they are submitting a proposal.

### 1.2 **Term of Contract:**

The term of any contract resulting from this RFP shall be one (1) year from date of award through August 31, 2008 with options to renew for two (2) additional two (2) year periods or parts thereof. Said options will only be exercised upon satisfactory performance and by mutual written consent of both parties. Such intent to renew shall be conveyed to the firm in writing sixty (60) days prior to the effective date of the renewal.

### 1.3 **Contract Value:**

Loan volume at the University has increased significantly in recent years and is expected to continue to grow. In the 2000/2001 academic year, UConn's total loan volume was approximately \$43.8 million (\$41.2 million FFELP loans and \$2.6 million alternative loans). In the 2005/2006 academic year, UConn's total loan volume was approximately \$95.2 million (\$74 million FFELP and \$21.2 million alternative). Our estimated 2006/2007 loan volume is over \$116 million.

This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified amount of services. Because requirements cannot be predicted with a certain degree of accuracy, any contract resulting from this RFP will not guarantee a specific amount of business or income. It should also be noted that any contract resulting from this RFP will not be an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.

### 1.4 **Method of Award:**

Each proposal will be evaluated by a committee using a points earned matrix. The award shall be made to the most responsive and responsible respondent offering the best value and most economical proposal based on the total matrix scores as determined by the University. All respondents, in submitting proposals, concur with this method of award and will not, under any circumstances nor in any manner, dispute any award made using this method.

**1.5 Demographics:**

The University of Connecticut is Connecticut's flagship institution of higher learning. Presently, student enrollment at all campuses is approximately 28,500. The main campus is located at Storrs, CT. Regional campuses at Stamford, Waterbury, Litchfield County (Torrington), West Hartford and Avery Point (Groton) report administratively to the main campus. Campuses for the Schools of Law (located in Hartford), Social Work (located on the West Hartford campus), and Medical/Dental (located in Farmington) administer financial aid using different campus codes.

**1.6 Mandatory Pre-Proposal Conference:**

A mandatory pre-proposal conference will be held in the **Bid Room of the Purchasing Department located at 3 North Hillside Road, Storrs, CT @ 9:30 AM (EDT).** Attendance at this meeting is mandatory as this will be the only opportunity for interested parties to familiarize themselves with the scope of this project and these contract requirements. Failure to attend this conference will disqualify bidder from participating in this Request for Proposal. Only those firms that attend the mandatory pre-proposal conference will be considered for award. Interested Bidders will be expected to attend the conference at their own expense. See travel directions enclosed in these documents.

**1.7 Estimated Timetable:**

The following schedule will apply to this RFP.

Release of RFP	Tuesday, July 3, 2007
<b>Pre-Proposal Conference</b>	<b>Wednesday, July 18, 2007 @ 9:30 AM (EDT)</b>
Closing Date for Inquiries	Wednesday, July 25, 2007 @ 5:00 PM (EDT)
<b>Submission of RFP Due</b>	<b>Wednesday, August 1, 2007 @ 2:00 PM (EDT)</b>
Service to Commence	To be determined

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

**1.8 Definitions:**

**1.8.1** "Campus" means University of Connecticut Storrs and Depot Campuses, including but not limited to any and all athletic facilities, business offices, student facilities, including residence halls, University owned apartments, classrooms, restaurants, concession stands, snack bars, convenience stores and dining halls, in any and all other buildings or facilities which currently comprise the campus of the University of Connecticut.

**1.8.2** The word "University", or "UCONN", or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut, as well as its five satellite campuses and the Schools of Law, Social Work, and Medical/Dental.

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

**1.8.4** Request for Proposal (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposed to govern the relationship between it and the selected vendor.

**SECTION 2**  
**Terms and Conditions**

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

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

**2.2 Receipt of Proposals:**

- 2.2.1 The University will receive proposals at the Purchasing Department, 3 North Hillside Road Unit 6076, Storrs, Connecticut 06269-6076, until 2:00 P.M. (EDT), on **Wednesday, August 1, 2007**. Proposals will be opened and the names only of the respondents will be read publicly.
- 2.2.2 Any proposal received after the time specified for the receipt of proposals shall not be considered and shall be returned unopened.
- 2.2.3 Each respondent shall be solely responsible for the delivery of their proposal to the University at the place and before the time as specified in 2.2.1 above.

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.

- 2.2.4 Unless otherwise noted elsewhere in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation which would further define or expand the contractual relationship of the University and the respondent.
- 2.2.5 The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University will be served. Nonacceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified, upon request, after a binding contractual agreement between the University and the selected respondent exists, or after the University has rejected all proposals.
- 2.2.6 A respondent shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the bidding documents.

**2.3 Preparation of Proposals:**

- 2.3.1 Proposals shall include an exact copy of the "Form of Proposal." All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be in both words and

figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.

- 2.3.2 Respondents shall provide a written, itemized list of any exceptions to this RFP.
- 2.3.3 Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the respondent. The name of each person signing the proposal shall be typed or printed below the signature.
- 2.3.4 All erasures or corrections shall be initialed by the person(s) signing the proposal.
- 2.3.5 The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- 2.3.6 Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department.
- 2.3.7 All additional charges, including but not limited to training, insurance or other costs must be fully itemized and included in each proposal. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.
- 2.3.8 All addenda shall be mailed, transmitted electronically or delivered to all who are known to have received the RFP. No addenda shall be issued later than seven (7) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the RFP.

## **2.4 Format of Proposal:**

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

## **2.5 Submittal of Proposals:**

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

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

2.5.2 An original and twelve (12) copies of your proposal shall be forwarded in a sealed parcel addressed to the University at the address given in paragraph 2.2.1 above. The sealed parcel shall further be identified with the name and address of the respondent and the designation "**SEALED PROPOSAL – Student Loan Services, RFP# KJ070307.**"

2.5.3 **The complete response to this RFP shall include:**

- 2.5.3.1 An original proposal response and twelve (12) complete copies,
- 2.5.3.2 An exact copy of the "Form of Proposal" included herein,
- 2.5.3.3 A comprehensive point-by-point response to all items listed herein, where applicable,
- 2.5.3.4 A completed "Bidder Contract Compliance Monitoring Report",
- 2.5.3.5 Completed, notarized original required affidavits,
- 2.5.3.6 Three (3) references,
- 2.5.3.7 Resumes detailing all experience of personnel assigned to the account, minimum: name, title, description of duties, years of employment,
- 2.5.3.8 Signature Authorization Documentation (i.e. Corporate Resolution).

**Failure to supply any of the above mentioned mandatory requirements may cause the University to reject your proposal response as non-compliant.**

2.5.4 No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.

2.5.5 No responsibility will be attached to any person for the premature opening of any proposal which is not properly identified

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

2.6.1 A proposal shall not be modified, withdrawn or canceled by the respondent for a sixty (60) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.2.1 above and the respondent so agrees in submitting a proposal.

2.6.2 Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of proposals as provided in paragraph 2.2.1.

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

## **2.7 Formation of Agreement:**

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

- 2.7.1.1 Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
- 2.7.1.2 Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement which will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.
- 2.7.2 The response to this RFP will be considered an offer to contract. Because the University may use the alternative described in paragraph 2.7.1.1 above, each respondent should include in its written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- 2.7.3 The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
- 2.7.4 It is mutually agreed by and between the University and the firm that acceptance of the firm's offer by the issuance of a purchase order and co-signed agreement create a contract. The agreement will contain all the specifications, terms and conditions in this RFP. **The University's agreement format has been included for your review (See Section 6). If there are exceptions to be taken, these must be included in your proposal response.**
- 2.7.5 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFP.

**2.8 Presentation:**

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

**2.9 Qualifications of Firm:**

- 2.9.1 Proposals will only be considered from firms or persons with a demonstrated and substantial history of experience in successfully providing the highest quality Student Loan services to entities whose requirements are similar in size and scope to those of the University. Preference will be given firms with such confirmed experience.
- 2.9.2 Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- 2.9.3 The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.



**2.10 Assignment:**

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

**2.11 Nonappropriation of Funds:**

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

**2.12 Indemnification Requirements**

2.12.1 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 personal 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 of provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

2.12.2 Liens: The successful firm shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of services by or to the energy analyst consultant firm.

2.12.3 Choice of Law and Venue: The terms and provisions of this RFP and any contract (s) resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.

2.12.4 Actions of the Student Loan Services firm: The actions of the successful firm with third parties are not binding upon the University. The firm is not a division of the University, partner or joint venture of/with the University.

**2.13 Contract Termination for Cause:**

- 2.13.1 The University may terminate any resulting contract for cause by providing a Notice to Cure to the vendor citing the instances of noncompliance with the contract.
- 2.13.2 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.
- 2.13.3 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.
- 2.13.4 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.
- 2.13.5 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

**2.14 Responsibility of Those Performing the Work:**

- 2.14.1 The firm shall be responsible for the acts and omissions of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.
- 2.14.2 The firm shall at all times enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 2.14.3 Incompetent or incorrigible employees shall be dismissed from the project by the firm when so determined by the University, and such persons shall be prohibited from returning to the project without the written consent of the University.

**2.15 Payment Terms:**

Payment Terms shall be 2% 15 days Net 45 days unless otherwise stated in the Form of Proposal.

**2.16 References:**

All offers shall include at least three (3) references for whom they have provided services similar in size and scope to those of the University (for large school, multi-campus systems). If possible, at least one (1) reference should be a PeopleSoft user and one (1) should be a PowerFAIDS user. Please include name, title, telephone number and email address of a contact person at each institution. Reference checks will be performed electronically: please notify your references of this future electronic transaction. (See Section 5). Note: The Storrs, regional campuses, and the Schools of Law and Social Work currently use PeopleSoft as their Financial Aid Management System. The Medical/Dental School will be using PowerFAIDS as their Financial Aid Management System.

**2.17 Promotion:**

Unless specifically authorized in writing by University Communications on a case by case basis, contractor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, the seal or any of the registered marks of the University: (A) in any advertising, publicity, promotion, nor (B) to express or to imply any endorsement of contractor's products or services: nor (C) to use the name of the state, its officials or employees or the

University seal in any manner (whether or not similar to uses prohibited by subparagraphs (A) or (B) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

**2.18 Remedies for Default:**

If the vendor fails to provide service, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to 72 hours to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the required service from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

**2.19 Contract Provisions by Reference:**

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

**2.20 Extension of Contract:**

By mutual agreement of both parties, this contract may be extended for two (2) additional two (2) year terms or part thereof. Said options will be exercised only upon satisfactory performance and by mutual written consent of both parties to any contract resulting from this bid. Such intent to renew shall be conveyed to the vendor in writing sixty (60) days prior to the effective date.

**2.21 Pricing:**

For all proposals submitted, a statement of fees associated with the services, including a five-year history of past rate increases, must be attached to the Form of Proposal. All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

2.21.1 Prices quoted in response to this Request for Proposal may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increase in rates should be addressed in your proposal document and,

2.21.2 The University Purchasing Department must be notified of the increase in writing a minimum of thirty (30) days prior to the effective date and, the vendor provides the University any and all documentation it may require to support the proposed price increases.

2.21.3 **If desired, provide alternate innovative costing solutions that may help to minimize costs with examples.**

**2.22 Insurance Requirements and Surety:**

The successful firm(s) 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 Additional Insured on all such policies. The successful proposer(s) shall submit this Certificate of Insurance prior to the issuance of the contract. 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



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

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

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

**2.24 Federal, State and Local Taxes, Licenses and Permits:**

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

**2.25 Waiver of Rights:**

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

**2.26 Prior Course of Dealings:**

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

**2.27 Executive Order No. 3:**

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

**2.28 Executive Order No. 17:**

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

continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

**2.29 Executive Order No. 16:**

This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No.

Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

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

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

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

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

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

**2.30 Executive Order No. 7C:**

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

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

(1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or

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

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

(c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of

Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

### **2.31 Mandatory Affidavits:**

In light of recent executive and legislative changes to Connecticut's state contracting requirements, the Office of Policy and Management ("OPM") has updated its contracting affidavits, certifications and affirmations. Pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 1, para 8, Large State Contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavit. Subsequently, Governor M. Jodi Rell's Executive Order No. 7C modified the contract thresholds provided in Conn. Gen. Stat. §§ 4-250 and 251 for all procurements with a value of \$50,000 or more in a calendar or fiscal year.

In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods or services, which contract has a total value of \$50,000 or more in any calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of state ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants.

Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations. **Please include mandatory affidavits which can be found at:**

[http://www.opm.state.ct.us/policies.htm#Office\\_Secretary](http://www.opm.state.ct.us/policies.htm#Office_Secretary)

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

- "Gift Certification" – Form 1
- "Campaign Contribution Certification" – Form 2
- "Consulting Agreement Affidavit" – Form 5
- "Affirmation of Receipt of Summary of State Ethics Laws" – Form 6A

### **2.32 SEEC Requirements:**

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

### **2.33 Whistleblower Language:**

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

### **2.34 Signature Authorization Documentation:**

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

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

Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>



## SECTION 3 Specifications

### 3.1 **RFP Minimum Requirements to Be Considered:**

Please provide a written response addressing how each of the following requirements will be satisfied. **Lenders who do not meet all of the minimum criteria listed below will not be considered.**

1. Lender must provide students with the opportunity to complete the loan application online and to electronically sign the Master Promissory Note (or Promissory Note in the case of alternative loans).
2. Lender must send and receive loan funds via EFT.
3. Lender must disburse any full year loans (including alternative loans) in two disbursements: one disbursement for each semester.
4. All files must be fully Commonline 4 compliant and adhere to all NCHELP formatting standards. Lenders must be able to send and accept all Commonline 4 record types, including but not limited to:
  - Application send files with record type indicator A, C, R, T
  - Change transaction send file with record code =@1-02, @1-07@1-08, @1-09, @1-10, @1-11, @1-12, @1-24
  - Response files with record status code of a 1 character code indicating the status of the loan or application and application/loan phase codes with a 4 character code indicating the current processing phase of the application or the loans
  - Disbursement roster file (EFT)/Disbursement roster acknowledgement file
5. Maximum of 2 business day turnaround time on guarantee or initial response.
6. If submitting an alternative loan proposal, lender must be capable of accepting a school generated unique ID number. Lender must also be capable of returning response files with the same school-generated unique ID number.
7. Lender profile and financial statements: Include a brief history and a summary of your most recent year ending financial statement. It is important to the University that your company is a solid member of the business community and will be in business for the foreseeable future to insure continuity of service and support.
8. Lender must provide written assurance that the advertised borrower benefits upon repayment will continue for the life of the loan, regardless of whether the lending institution's loans are sold.
9. All lenders offering private loans must first inform students of their federal borrowing options on the application or the website.
10. If submitting an alternative loan proposal, lender must be able to accept loan certifications for all schools within the university under the main school branch code.

### 3.2 **Questions:**

**We invite each lender to base their proposal on the lender/guarantor/servicer combination that allows them to offer the best possible borrower benefits for each loan program. Please answer all of the questions on the assumption that you would use this one preferred combination.** Responses for each loan program (Stafford, PLUS, alternative) will be evaluated individually and without consideration to proposals submitted for other loan types. Lenders should not offer any benefits for one loan type that are contingent on placement on the suggested lender list for any other loan type. The word "Lender" used throughout this document is understood to refer to the lender, guarantor, and servicer for which this proposal is submitted.

### **General Questions:**

1. Please provide a brief history of your company in the student loan industry. Include any information on recent mergers and acquisitions.
2. Do you sell your loans? If so, please provide details (to whom are they sold, when are they sold, etc.).
3. Who services your loans? Please provide customer satisfaction rates and details for the servicer of your loans. Is any of your loan servicing outsourced (outside the United States)? If so, please give details.
4. What is the abandon rate at your call center for borrowers? What is the average wait time on a customer call to the call center?
5. Describe the average time to post a borrower payment.
6. Do you offer combined billing for FFELP and private loans?
7. What processing platform would be used to process your loans? If you are able to work with multiple processing platforms, please rank each platform you could use in order of your preference and note any differences in loan processing for each.
8. Please describe your experience working with schools with loan volume similar to the University of Connecticut.
9. Do you offer a school-specific website? If so, please describe.
10. Please briefly describe what actions students can perform online (i.e. address changes, view bills, make payments, request a deferment or forbearance, etc.).
11. Can students contact customer service (and receive replies) via email? What is the average turnaround time for replies to these inquiries?
12. What other types of online and/or electronic services do you provide?
13. Would the University of Connecticut have a dedicated school service staff? If so, please describe.
14. What are the business hours for your school support and for customer service (for borrowers)?
15. Do you provide extended hours for school support and/or customer service during peak periods? If so, please describe.
16. What type of technical support do you provide to schools and borrowers?
17. Describe the dedicated technical support your organization provides so that all transactions are fully tested and maintained during implementation and production.
18. Describe the average time taken to resolve school technical concerns.
19. What is the average time taken to resolve other school questions and issues?
20. What educational materials for borrowers are available on your website (i.e. debt management, consolidation, etc.)?
21. Do you contact borrowers before they enter repayment or at any time while they are in-school to review their financial obligations?
22. Describe your privacy policy as it relates to providing borrower information to third parties. Do you sell, lease, or rent any student/borrower information to any third parties? Do you release any student/borrower information to other internal branches of your company? Please describe.
23. Describe your process for collecting Master Promissory Notes. When and in which manner(s) do you contact borrowers to complete this information? What strategies are used to assist students with incomplete loan applications? What is the frequency of these communications to students?
24. Do you offer real-time processing of originations and changes? What is the average turnaround time for processing refunds sent by EFT? What is the average turnaround time for processing refunds sent by paper check?

25. What is your direct marketing policy? If you direct market to students, what specific items are sent? Do you notify the school prior to sending any pieces to current students and/or parents? If so, how?
26. Please comment on your Business to Business capabilities (b2b). Describe your current b2b capabilities and any planned future b2b capabilities.

**Stafford Loan Questions:**

27. What lender/guarantor/servicer combination allows you to offer the most favorable benefits for Stafford loans?
28. What (if any) origination fees do you charge?
29. Do you pay the federal default fee on behalf of the student?
30. What front end (immediate) borrower benefits do you offer for Stafford loans? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days late is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
31. What back end (earned) borrower benefits do you offer for Stafford loans? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
32. How would your borrowers complete their entrance and exit counseling and how would the school receive this information?
33. What is your cohort default rate?
34. What are your repayment options for Stafford loans?

**PLUS/Grad PLUS Loan Questions:**

**Note: if any of your responses are specific to either parent PLUS or Grad PLUS, please specify. Otherwise we will assume that all of your responses in this section apply to both loan types.**

35. What lender/guarantor/servicer combination allows you to offer the most favorable PLUS loan benefits?
36. What origination fees do you charge for PLUS loans?
37. Do you pay the federal default fee on behalf of the borrower?
38. What front end (immediate) borrower benefits do you offer for PLUS loans? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
39. What back end (earned) borrower benefits do you offer for PLUS loans? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
40. Please describe repayment options for PLUS borrowers

41. Do you offer a “second look” program for PLUS borrowers who do not immediately qualify for the loan? If so, please provide details.
42. What is the response time to the borrower for PLUS approvals? What is the response time to the school for PLUS approvals?
43. Do you offer deferment or forbearance for parents while their dependent student is in school? Is this automatic or an option parents must request? Please give details.
44. For what length of time is the credit valid before a new credit pull would be required?

**Alternative Loan Questions for Undergraduate and Graduate Students:**

**IMPORTANT NOTE: The University of Connecticut will evaluate alternative loans for undergraduates separately from alternative loans for graduates (including Social Work). If your benefits are specific to either undergraduates or graduates, you must clearly state this in your proposal. If you do not specify, we will assume that your benefits can apply to both student populations.**

**We are also seeking proposals for School of Law Alternative and Bar loans and Medical/Dental School Alternative and Residency and Relocation loans. Questions for those two specialized loan programs will follow this section.**

45. Provide a brief description of your alternative loan program.
46. What is the annual minimum and maximum for this loan? What is the aggregate limit? Is the aggregate limit inclusive of all student loans or just this private loan?
47. What is the student status eligibility? Less than half-time, half-time, and/or full time?
48. Are students required to be matriculated in a degree program or can non-degree students qualify? Can students in a certificate program qualify?
49. Is school certification required? If so, do you accept certification through ELM?
50. What is the in-school interest rate (provide details of the rate structure if tiered)? What percentage of borrowers at institutions similar to the University of Connecticut fall into each tier?
51. What is the in-repayment interest rate (provide details of the rate structure if tiered)? What percentage of borrowers at institutions similar to the University of Connecticut fall into each tier?
52. How often is the interest rate recalculated and under what circumstances?
53. When is interest capitalized?
54. Is there an interest rate cap?
55. What fees (if any) are charged? Please describe when each fee is charged and give details on the fee.
56. What front end (immediate) borrower benefits do you offer for your alternative loan? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
57. What back end (earned) borrower benefits do you offer for your alternative loan? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
58. Is a co-signer required? If so, under what circumstances?
59. If applying with a co-signer, does the student have to also be credit worthy?

60. Are interest and principal payments deferred while the student is in-school? If so, what is the minimum enrollment status to qualify for this deferment? Are there any limits on the original in-school deferment?
61. What is the grace period on this loan?
62. If a student returns to school after graduating or withdrawing, does the student qualify for an in-school deferment? If so, what are the limits (if any)?
63. Are there any other forbearance or deferment options? If so, what are their limits?
64. What is the standard repayment term? Is the term extended under any circumstances? Please describe.
65. What repayment options do you offer for this loan?
66. Are there any pre-payment penalties?
67. Are international students eligible? If so, under what conditions?
68. Can funds be used to cover past due balances? If so, what are the conditions and time limits?
69. Do students complete a Master Promissory Note for this alternative loan or year-specific promissory notes?
70. Who services your alternative loans, if different than your federal loan servicer?
71. Is the entire alternative loan application completed online? If no, please elaborate.
72. Is proof of income required? If so, how is it collected and what is the turnaround time? What percentage of applicants are required to submit this proof of income or provide more information before a credit decision is reached?
73. Is there a co-borrower release option? If so, what are the criteria? Is the loan re-financed at the time of the co-borrower release? Does the interest rate change if the student had a more favorable rate for having a co-borrower?
74. Do you have the ability to counsel students regarding school specific requirements and options at the time of application (customized scripting)?
75. For what length of time is the credit valid before a new credit pull would be required? Does the loan need to be certified within the credit valid period or must it also disburse within the credit valid period?
76. What is the approval rate for borrowers at similar schools who do not have a cosigner? What is the approval rate for borrowers at similar schools with a cosigner?
77. Are you able to provide instant credit results to borrowers upon completion of the application?
78. What is the average time needed to complete the entire loan process, from origination to EFT transmission?

**School of Law Alternative and Bar Exam Loans:**

**IN THIS SECTION, PLEASE INCLUDE INFORMATION ON BOTH ALTERNATIVE LOANS FOR LAW STUDENTS AND BAR EXAM LOANS, IF OFFERED**

79. Provide a brief description of your alternative loan program.
80. What is the annual minimum and maximum for this loan? What is the aggregate limit? Is the aggregate limit inclusive of all student loans or just this private loan?
81. What is the student status eligibility? Less than half-time, half-time, and/or full time?
82. Are students required to be matriculated in a degree program or can non-degree students qualify? Can students in a certificate program qualify?
83. Is school certification required? If so, do you accept certification through ELM?
84. What is the in-school interest rate (provide details of the rate structure if tiered)? What percentage of borrowers at institutions similar to the University of Connecticut fall into each tier?
85. What is the in-repayment interest rate (provide details of the rate structure if tiered)? What percentage of borrowers at institutions similar to the University of Connecticut fall into each tier?

86. How often is the interest rate recalculated and under what circumstances?
87. When is interest capitalized?
88. Is there an interest rate cap?
89. What fees (if any) are charged? Please describe when each fee is charged and give details on the fee.
90. What front end (immediate) borrower benefits do you offer for your alternative loan? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
91. What back end (earned) borrower benefits do you offer for your alternative loan? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?
92. Is a co-signer required? If so, under what circumstances?
93. If applying with a co-signer, does the student have to also be credit worthy?
94. Are interest and principal payments deferred while the student is in-school? If so, what is the minimum enrollment status to qualify for this deferment? Are there any limits on the original in-school deferment?
95. What is the grace period on this loan?
96. If a student returns to school after graduating or withdrawing, does the student qualify for an in-school deferment? If so, what are the limits (if any)?
97. Are there any other forbearance or deferment options? If so, what are their limits?
98. What is the standard repayment term? Is the term extended under any circumstances? Please describe.
99. What repayment options do you offer for this loan?
100. Are there any pre-payment penalties?
101. Are international students eligible? If so, under what conditions?
102. Can funds be used to cover past due balances? If so, what are the conditions and time limits?
103. Do students complete a Master Promissory Note for this alternative loan or year-specific promissory notes?
104. Who services your alternative loans, if different than your federal loan servicer?
105. Is the entire alternative loan application completed online? If no, please elaborate.
106. Is proof of income required? If so, how is it collected and what is the turnaround time? What percentage of applicants are required to submit this proof of income or provide more information before a credit decision is reached?
107. Is there a co-borrower release option? If so, what are the criteria? Is the loan re-financed at the time of the co-borrower release? Does the interest rate change if the student had a more favorable rate for having a co-borrower?
108. Do you have the ability to counsel students regarding school specific requirements and options at the time of application (customized scripting)?
109. For what length of time is the credit valid before a new credit pull would be required? Does the loan need to be certified within the credit valid period or must it also disburse within the credit valid period?
110. What is the approval rate for borrowers at similar schools who do not have a cosigner? What is the approval rate for borrowers at similar schools with a cosigner?
111. Are you able to provide instant credit results to borrowers upon completion of the application?

112. What is the average time needed to complete the entire loan process, from origination to EFT transmission?

**Medical/Dental School Loans and Residency and Relocation Loans:**

**IN THIS SECTION, PLEASE INCLUDE INFORMATION ON BOTH ALTERNATIVE LOANS FOR MEDICAL/DENTAL STUDENTS AND RESIDENCY AND RELOCATION LOANS, IF OFFERED**

113. Provide a brief description of your alternative loan program.

114. What is the annual minimum and maximum for this loan? What is the aggregate limit? Is the aggregate limit inclusive of all student loans or just this private loan?

115. What is the student status eligibility? Less than half-time, half-time, and/or full time?

116. Are students required to be matriculated in a degree program or can non-degree students qualify? Can students in a certificate program qualify?

117. Is school certification required? If so, do you accept certification through ELM?

118. What is the in-school interest rate (provide details of the rate structure if tiered)? What percentage of borrowers at institutions similar to the University of Connecticut fall into each tier?

119. What is the in-repayment interest rate (provide details of the rate structure if tiered)? What percentage of borrowers at institutions similar to the University of Connecticut fall into each tier?

120. How often is the interest rate recalculated and under what circumstances?

121. When is interest capitalized?

122. Is there an interest rate cap?

123. What fees (if any) are charged? Please describe when each fee is charged and give details on the fee.

124. What front end (immediate) borrower benefits do you offer for your alternative loan? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?

125. What back end (earned) borrower benefits do you offer for your alternative loan? What are the requirements for each benefit you offer? What is the average utilization rate for each benefit since its inception? Under what conditions could a borrower lose each benefit? If the benefits are tied to on-time payments, how many days later is the borrower allowed to be before the benefit is lost? Do you offer opportunities to regain borrower benefits if they are lost?

126. Is a co-signer required? If so, under what circumstances?

127. If applying with a co-signer, does the student have to also be credit worthy?

128. Are interest and principal payments deferred while the student is in-school? If so, what is the minimum enrollment status to qualify for this deferment? Are there any limits on the original in-school deferment?

129. What is the grace period on this loan?

130. If a student returns to school after graduating or withdrawing, does the student qualify for an in-school deferment? If so, what are the limits (if any)?

131. Are there any other forbearance or deferment options? If so, what are their limits?

132. What is the standard repayment term? Is the term extended under any circumstances? Please describe.

133. What repayment options do you offer for this loan?

134. Are there any pre-payment penalties?

135. Are international students eligible? If so, under what conditions?

136. Can funds be used to cover past due balances? If so, what are the conditions and time limits?
137. Do students complete a Master Promissory Note for this alternative loan or year-specific promissory notes?
138. Who services your alternative loans, if different than your federal loan servicer?
139. Is the entire alternative loan application completed online? If no, please elaborate.
140. Is proof of income required? If so, how is it collected and what is the turnaround time? What percentage of applicants are required to submit this proof of income or provide more information before a credit decision is reached?
141. Is there a co-borrower release option? If so, what are the criteria? Is the loan re-financed at the time of the co-borrower release? Does the interest rate change if the student had a more favorable rate for having a co-borrower?
142. Do you have the ability to counsel students regarding school specific requirements and options at the time of application (customized scripting)?
143. For what length of time is the credit valid before a new credit pull would be required? Does the loan need to be certified within the credit valid period or must it also disburse within the credit valid period?
144. What is the approval rate for borrowers at similar schools who do not have a cosigner? What is the approval rate for borrowers at similar schools with a cosigner?
145. Are you able to provide instant credit results to borrowers upon completion of the application?
146. What is the average time needed to complete the entire loan process, from origination to EFT transmission?



**SECTION 4**  
**Evaluation Criteria**

- 4.1** All proposals will be evaluated by a committee. Firms must meet the minimum qualifications and requirements set forth in this RFP. Each proposal that meets the minimum qualifications and requirements will be evaluated separately and the merits of each will be measured using the following criteria:

**4.1.1 Stafford Loan Proposal Evaluation**

- |  |                               |
|--|-------------------------------|
| a. Front end fees and borrower benefits (immediate benefits)                           | Maximum Points Available = 25 |
| b. Back end borrower benefits (earned benefits)  | Maximum Points Available = 25 |
| c. Telephone customer service for borrowers  | Maximum Points Available = 20 |
| d. Technical support   | Maximum Points Available = 20 |
| e. Ease of loan processing for school and compatibility with PeopleSoft and PowerFAIDS | Maximum Points Available = 20 |
| f. Ease of loan processing for borrower  | Maximum Points Available = 20 |
| g. Customer service for the school   | Maximum Points Available = 20 |
| h. Web-based services for borrowers  | Maximum Points Available = 15 |
| i. Repayment services for borrowers  | Maximum Points Available = 15 |
| j. Stability of lender   | Maximum Points Available = 10 |
| k. Marketing techniques  | Maximum Points Available = 10 |
| l. Debt management and default aversion services                                       | Maximum Points Available = 10 |
| m. Experience of peers   | Maximum Points Available = 5  |

**TOTAL MAXIMUM POINTS FOR STAFFORD LOAN PROPOSAL = 215**

**4.1.2 PLUS Loan Proposal Evaluation**

- |  |                               |
|--|-------------------------------|
| a. Front end fees and borrower benefits (immediate benefits) | Maximum Points Available = 25 |
| b. Back end borrower benefits (earned benefits)              | Maximum Points Available = 25 |
| c. Telephone customer service for borrowers                  | Maximum Points Available = 20 |
| d. Technical support   | Maximum Points Available = 20 |

- e. Ease of loan processing for school and compatibility with PeopleSoft and PowerFAIDS  
Maximum Points Available = 20
- f. Ease of loan processing for borrower  
Maximum Points Available = 20
- g. Customer service for the school  
Maximum Points Available = 20
- h. Web-based services for borrowers  
Maximum Points Available = 15
- i. Repayment services for borrowers  
Maximum Points Available = 15
- j. Stability of lender  
Maximum Points Available = 10
- k. Marketing techniques  
Maximum Points Available = 10
- l. Debt management and default aversion services  
Maximum Points Available = 10
- m. Experience of peers  
Maximum Points Available = 5

**TOTAL MAXIMUM POINTS FOR PLUS LOAN PROPOSAL = 215**

**4.1.3 Alternative Loan Proposal (Undergraduate Students) Evaluation**

- a. Interest rate  
Maximum Points Available = 25
- b. Front end borrower benefits (immediate benefits)  
Maximum Points Available = 25
- c. Fees  
Maximum Points Available = 25
- d. Back end borrower benefits (earned benefits)  
Maximum Points Available = 25
- e. Telephone customer service for borrowers  
Maximum Points Available = 20
- f. Technical support  
Maximum Points Available = 20
- g. Ease of loan processing for school and compatibility with PeopleSoft and PowerFAIDS  
Maximum Points Available = 20
- h. Ease of loan processing for borrower  
Maximum Points Available = 20
- i. Customer service for the school  
Maximum Points Available = 20
- j. Web-based services for borrowers  
Maximum Points Available = 15
- k. Repayment services for borrowers  
Maximum Points Available = 15
- l. Flexibility of loan program to meet the needs of various student populations  
Maximum Points Available = 15
- m. Deferment options  
Maximum Points Available = 15
- n. Stability of lender  
Maximum Points Available = 10

- o. Marketing techniques Maximum Points Available = 10
- p. Debt management and default aversion services Maximum Points Available = 10
- q. Experience of peers Maximum Points Available = 5

**TOTAL MAXIMUM POINTS FOR ALTERNATIVE (UNDERGRADUATE STUDENTS)  
LOAN PROPOSAL = 295**

**4.1.4 Alternative Loan Proposal (Graduate Students, including Social Work) Evaluation**

- a. Interest rate Maximum Points Available = 25
- b. Front end borrower benefits (immediate benefits) Maximum Points Available = 25
- c. Fees Maximum Points Available = 25
- d. Back end borrower benefits (earned benefits) Maximum Points Available = 25
- e. Telephone customer service for borrowers Maximum Points Available = 20
- f. Technical support Maximum Points Available = 20
- g. Ease of loan processing for school and compatibility with PeopleSoft and PowerFAIDS  
Maximum Points Available = 20
- h. Ease of loan processing for borrower Maximum Points Available = 20
- i. Customer service for the school Maximum Points Available = 20
- j. Web-based services for borrowers Maximum Points Available = 15
- k. Repayment services for borrowers Maximum Points Available = 15
- l. Flexibility of loan program to meet the needs of various student populations  
Maximum Points Available = 15
- m. Deferment options Maximum Points Available = 15
- n. Stability of lender Maximum Points Available = 10
- o. Marketing techniques Maximum Points Available = 10
- p. Debt management and default aversion services  
Maximum Points Available = 10
- q. Experience of peers Maximum Points Available = 5

**TOTAL MAXIMUM POINTS FOR ALTERNATIVE (GRADUATE STUDENTS) LOAN  
PROPOSAL = 295**

**4.1.5 School of Law Alternative and Bar Loan Evaluation**

- |  |                               |
|--|-------------------------------|
| a. Interest rate   | Maximum Points Available = 25 |
| b. Front end borrower benefits (immediate benefits)                                    | Maximum Points Available = 25 |
| c. Fees  | Maximum Points Available = 25 |
| d. Back end borrower benefits (earned benefits)  | Maximum Points Available = 25 |
| e. Telephone customer service for borrowers  | Maximum Points Available = 20 |
| f. Technical support   | Maximum Points Available = 20 |
| g. Ease of loan processing for school and compatibility with PeopleSoft and PowerFAIDS | Maximum Points Available = 20 |
| h. Ease of loan processing for borrower  | Maximum Points Available = 20 |
| i. Customer service for the school   | Maximum Points Available = 20 |
| j. Web-based services for borrowers  | Maximum Points Available = 15 |
| k. Repayment services for borrowers  | Maximum Points Available = 15 |
| l. Flexibility of loan program to meet the needs of various student populations        | Maximum Points Available = 15 |
| m. Deferment options   | Maximum Points Available = 15 |
| n. Stability of lender   | Maximum Points Available = 10 |
| o. Marketing techniques  | Maximum Points Available = 10 |
| p. Debt management and default aversion services                                       | Maximum Points Available = 10 |
| q. Experience of peers   | Maximum Points Available = 5  |

**TOTAL MAXIMUM POINTS FOR SCHOOL OF LAW ALTERNATIVE AND BAR  
LOAN PROPOSAL = 295**

**4.1.6 Medical/Dental School Alternative and Residency and Relocation Loan Evaluation**

- |   |                               |
|---|-------------------------------|
| a. Interest rate                                    | Maximum Points Available = 25 |
| b. Front end borrower benefits (immediate benefits) | Maximum Points Available = 25 |

c. Fees	Maximum Points Available = 25
d. Back end borrower benefits (earned benefits)	Maximum Points Available = 25
e. Telephone customer service for borrowers	Maximum Points Available = 20
f. Technical support	Maximum Points Available = 20
g. Ease of loan processing for school and compatibility with PeopleSoft and PowerFAIDS	Maximum Points Available = 20
h. Ease of loan processing for borrower	Maximum Points Available = 20
i. Customer service for the school	Maximum Points Available = 20
j. Web-based services for borrowers	Maximum Points Available = 15
k. Repayment services for borrowers	Maximum Points Available = 15
l. Flexibility of loan program to meet the needs of various student populations	Maximum Points Available = 15
m. Deferment options	Maximum Points Available = 15
n. Stability of lender	Maximum Points Available = 10
o. Marketing techniques	Maximum Points Available = 10
p. Debt management and default aversion services	Maximum Points Available = 10
q. Experience of peers	Maximum Points Available = 5

**TOTAL MAXIMUM POINTS FOR MEDICAL/DENTAL SCHOOL ALTERNATIVE  
AND RESIDENCY AND RELOCATION LOAN PROPOSAL = 295**

**SECTION 5**  
**References**

Proposals should include three (3) institutions, of similar or the same size, where your organization is currently providing Student Loan Services of the type you are proposing for the University of Connecticut. Please include name, e-mail address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

Reference #1

\_\_\_\_\_  
Company

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

Reference #2

\_\_\_\_\_  
Company

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

Reference #3

\_\_\_\_\_  
Company

\_\_\_\_\_  
Contact

\_\_\_\_\_  
Telephone No.

\_\_\_\_\_  
Title

\_\_\_\_\_  
Email

**SECTION 6**  
**Agreement Format**

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

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

Agreement to follow on next page.....

# University of Connecticut



## Purchasing Agreement For Student Loan Services

This agreement is made and entered into this \_\_\_\_\_ day of, \_\_\_\_\_ 20\_\_\_\_\_, by and between:

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

*and*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
hereinafter "**Contractor**"

\_\_\_\_\_  
University Contact/Phone

\_\_\_\_\_  
Contractor Contact/Phone

### Section 1

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

**Start Date:** \_\_\_\_\_ **End Date:** \_\_\_\_\_

1.2. **Maximum or Anticipated Amount Payable/Payment Terms:**

**(Maximum Amount is in excess of \$ \_\_\_\_\_) – if difficult to determine**

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

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

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

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

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

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



## **Section 2 - Special Contractor Terms**

This section is provided for inclusion of Contractor's special terms and conditions, only as required for the execution and performance of this Agreement, and not in conflict with the State of Connecticut terms and conditions as provided in Section 3 herein. [If no terms apply, check below and remove any unused spaces.]

\_\_\_\_\_ There are no additional contractor terms and conditions.

## **Section 3 - State of Connecticut Required Terms and Conditions**

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

- 3.1. **Statutory Authority:** Connecticut General Statute §§ 4a-52a, 10a-104, 10a-108 and 10a-151b provide the **University** with authority to enter into contracts in the pursuit of its mission.
- 3.2. **Campaign Contribution Restrictions:** For all State contracts as defined in P.A. 07-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice (SEEC Form 11):

### **SEEC FORM 11**

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

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

#### **Campaign Contribution and Solicitation Ban**

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

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

#### **Duty to Inform**

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

#### **Penalties for Violations**

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

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

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

#### **Contract Consequences**

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

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

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

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

### 3.3. **Governor's Executive Orders:**

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

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

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

- (a) The **Contractor** shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
- (c) The **Contractor** shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The **Contractor** shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The **Contractor** shall insure and require that all employees are aware of such work rules.
- (e) The **Contractor** agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

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

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

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

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

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

1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

3.3.5 **Executive Order No. 14:** This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the **Contractor** shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

3.4. **Ethical Considerations:** The vendor has certified that no elected or appointed official or employee or student of the **University** has benefited, or will benefit financially or materially from the contracted Services. The **University** may terminate this 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.

3.4.1 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.

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

3.5. **Indemnification:** As a State of Connecticut agency, the **University** may not enter into indemnification or hold harmless agreements. In the event of a loss by the contractor or any third party, they shall have recourse 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** will be filed with the Connecticut Claims Commissioner. <http://www.claims.state.ct.us/>

3.5.1 **Contractor** agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the **University** arising from this contract shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and **Contractor** further agrees not to initiate any legal proceedings in any state or federal court in addition to, or in lieu of said Chapter 53 proceedings.

3.6. **Insurance:** The **Contractor** agrees that while performing Services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.

3.7. **Governing Law:** All contracts binding the State of Connecticut and/or constituent units thereof shall be governed by the law of the State of Connecticut.

3.8. **Health Insurance Portability and Accountability Act (HIPAA):** Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, **Contractors** are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, **Contractor** Contracts. Protected Health Information (PHI) includes information related to claims, health Services, federal and state tax information, financials, criminal court-related information and other personally identifiable records. **Contractor** agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the **Contractor's** Services provided to the state agency/covered entity. **Contractor** shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. **Contractor** agrees that anytime PHI is provided or made available to any subcontractors or agents, **Contractor** must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. **Contractor** agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. **Contractor** agrees to make information available as required to provide an accounting of disclosures. **Contractor** agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by **Contractor** on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, **Contractor** agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. **Contractor** will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. **Contractor** must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. **Contractor** agrees that it acquires no title or rights to the information, including any de-identified information, as a

result of this Contract. **Contractor** agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that **Contractor** has violated material term of this HIPAA Compliance Agreement above.

3.9. **Provisions of this Contract Required by Connecticut General Statute § 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, mental disability, genetic information 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, mental disability, genetic information or physical disability including but not limited to blindness, unless it is shown by such **Contractor** that such disability prevents performance of the work involved;(2) the **Contractor** to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the **Contractor** agrees to provide each labor union or representative of workers with which such **Contractor** has a collective bargaining agreement or other contract or understanding and each vendor with which such **Contractor** has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the **Contractor's** commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the **Contractor** agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the **Contractor** agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the **Contractor** as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the **Contractor** agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

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

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

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

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

3.10. **Provisions of this Contract Required by Connecticut General Statute § 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.

- 3.11. **Termination for Cause:** The **University** may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract. The respondent shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 3.11.1 If the respondent and the **University** reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 3.11.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the **University** reserves the right to terminate the agreement.
- 3.11.3 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.
- 3.11.4 The **University** shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.
- 3.11.5 Remedies Upon Default: In any case where the vendor has failed to deliver or has delivered non-conforming goods or Services, the **University** shall provide a "Notice to Cure". If after notice the vendor continues to be in default, the **University** may procure goods or Services as substitution from another source and charge the cost difference to the defaulting vendor.
- 3.11.6 Collection for Default: The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
- 3.12. **Execution:** No provision of goods, service or other considerations may take place prior to the approval of and signing of this agreement as required by the guidelines set forth by the University.
- 3.13. **Signing Authority:** Each person signing below hereby warrants and represents that at the time of execution of this contract, he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing. Documentation of this authority shall be provided to the **University** as indicated below;
- 3.13.1 If the **Contractor** is an individual who is signing the agreement in his or her individual capacity, no authorization documentation is required.
- 3.13.2 All other **Contractors** must provide signature authority documentation indicating who is authorized to sign agreements to bind **Contractor**. This documentation must state that the authority is in full force and effect at the time of signing and must be signed by someone other than the individual to whom authorization has been delegated.
- 3.14. **Equal Opportunity:** The **University** is an equal opportunity employer.
- 3.15. **Force Majeure:** If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the **Contractor**, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.
- 3.16. **Entirety of Agreement:** This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by written instrument duly executed by each of the parties. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained or referred to herein.
- 3.16.1 If any provision of this Agreement, as applied to either party or to any circumstance, is adjudged by a court to be invalid, illegal or unenforceable, the same will not affect the validity, legality, or enforceability of the portion of the provision, if any, that is not invalid, illegal or unenforceable, the application of such provision in any other circumstances, or the validity, legality, or enforceability of any other provision of this Agreement.

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

**THE UNIVERSITY OF CONNECTICUT:**

**CONTRACTOR:**

\_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_

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

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

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

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

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

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

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

By: \_\_\_\_\_

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

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

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

**SECTION 7**  
**FORM OF PROPOSAL**  
**RFP# KJ070307**  
**Student Loan Services**

**Date: August 1, 2007**

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

1. The undersigned respondent, in response to your Request for Proposal for Student Loan Services for the University of Connecticut having examined the proposal documents and being familiar with the conditions surrounding the proposed services hereby propose to provide services in accordance with the proposal attached hereto.
2. Respondent acknowledges receipt of the following addenda which are a part of the proposal documents:  

Numbers: \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_.
3. Respondent understands that the University of Connecticut reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its own best interest.
4. Respondent agrees that this proposal shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the proposals.
5. Respondent hereby certifies: a) that this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; b) the respondent has not directly or indirectly induced or solicited any other respondent to put in a false or sham proposal ; c) that the respondent has not solicited or induced any person, firm or corporation to refrain from proposing; and d) that the respondent has not sought by collusion to obtain any advantage over any other respondent or over the university.
6. University Payment Terms are 2% 15 Net 45. Proposer agrees to these payment terms unless otherwise indicated in this space provided: \_\_\_\_\_
7. Submit your firm's statement of fees as specified in Section 2.21 **Pricing** as an attachment.

**FIRM:** \_\_\_\_\_

**BY:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**TITLE:** \_\_\_\_\_

\_\_\_\_\_

**DATE:** \_\_\_\_\_

**PHONE #:** \_\_\_\_\_

**FAX #:** \_\_\_\_\_

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

**EMAIL:** \_\_\_\_\_

**SECTION 8**

**BIDDER'S QUALIFICATION STATEMENT**

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

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

Name \_\_\_\_\_.

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

Years? \_\_\_\_\_.

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

1. \_\_\_\_\_

2. \_\_\_\_\_

3. \_\_\_\_\_

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

Commodity/Service \_\_\_\_\_

Years?



5. This firm is a: \_\_\_\_\_ Corporation \_\_\_\_\_ Partnership \_\_\_\_\_ Sole Proprietorship  
 \_\_\_\_\_ Joint Venture \_\_\_\_\_ Other  
 \_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

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

Name	Years	Years/supervisor	Telephone/Fax #'s
_____	_____	_____	_____
Email Address: _____	_____	_____	_____
_____	_____	_____	_____
Email Address: _____	_____	_____	_____

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

(Attach additional sheet if necessary)

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

\_\_\_\_\_

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

1. \_\_\_\_\_ Attached      2. \_\_\_\_\_ N/A

Dated at \_\_\_\_\_

this \_\_\_\_\_ day of \_\_\_\_\_ 20 \_\_\_\_\_

Name of Organization:

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

FEIN # \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

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

Signature \_\_\_\_\_

(Print Name) \_\_\_\_\_

Title \_\_\_\_\_

**SECTION 9**  
**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.

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) **Definition of Small Contractor**

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

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

<p><b>MANAGEMENT:</b> 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><b>BUSINESS AND FINANCIAL OPERATIONS:</b> 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><b>COMPUTER SPECIALISTS:</b> 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><b>ARCHITECTURE AND ENGINEERING:</b> 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><b>OFFICE AND ADMINISTRATIVE SUPPORT:</b> 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><b>BUILDING AND GROUNDS CLEANING AND MAINTENANCE:</b> 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><b>CONSTRUCTION AND EXTRACTION:</b> 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><b>INSTALLATION, MAINTENANCE AND REPAIR:</b> 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><b>MATERIAL MOVING WORKERS:</b> 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 off bearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

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

## PART I - Bidder Information

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

## PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices

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

Date:

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

**PART V - Bidder Hiring and Recruitment Practices**

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification  (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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## SECTION 10

### UNIVERSITY OF CONNECTICUT

#### DIRECTIONS TO NORTH PARKING GARAGE

##### Directions from Hartford to North Parking Garage

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

##### Directions from Bradley Airport (Hartford) to North Parking Garage

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

##### Directions from New York City/New Haven to North Parking Garage

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

##### Directions from Boston to North Parking Garage

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

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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



## **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 capitol stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and “good faith efforts” shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

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

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

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

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

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

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

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

## INSTRUCTIONS TO BIDDERS

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

## AWARD AND CONTRACT

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

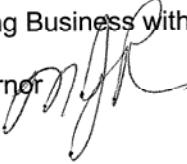


STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

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

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

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

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

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

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

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift 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:

Name of Benefactor Name of recipient Gift Description Value Date of Gift

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 to 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. §9-601a, except as listed below:

Contributor                      Recipient                      Amount/Value                      Date of Contribution                      Contribution Description

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 Conn. Gen. Stat. §4a-81.

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 Conn. Gen. Stat. §4a-81, "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  
OFFICE OF POLICY AND MANAGEMENT  
Policies and Guidelines**

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS LAWS  
(Bid or Proposal)**

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws available at [http://www.ct.gov/ethics/lib/ethics/contractors\\_guide\\_final2.pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf), (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

*(Please print name under signature line.)*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date

**On behalf of:**

\_\_\_\_\_  
Contractor Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City State Zip

\_\_\_\_\_  
Federal Employer Identification Number  
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Conn. Gen. Stat. § 1-101qq.