



The University of Connecticut

Request for Proposal

RFP# KJ120310

**Student Housing
For
University of Connecticut School of Law**

Issue Date: December 3, 2010

Mandatory Pre-Proposal Conference/Site Visit: December 15, 2010 @ 10:00 AM (EST)

Proposal Due Date: January 11, 2011 @ 2:00 PM (EST)

**Issued By:
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Purchasing Department
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Section 1 OVERVIEW

The University of Connecticut (hereinafter referred to as “the University”) is requesting proposals from experienced and qualified landlords, property owners or developers (hereinafter referred to as “Landlord”) to enter into an agreement to provide student housing to students enrolled full-time at the School of Law located at 55 Elizabeth Street, Hartford, CT.

Since the 1980’s the University of Connecticut School of Law has welcomed international exchange students as part of the Juris Doctor program. In the fall of 1994, an LL.M. in U.S. Legal studies was launched. This program is comprised entirely of international students. In the fall of 1998, a second LL.M. program in Insurance was launched and several international students each year enroll in this program. Enrollment in these programs has fluctuated between 20 and 60 students per semester. The Law School does not have any on-campus dormitories. Housing for these international students has been located in homes within the West End. There is now a shortage of housing. To provide adequate housing, the University seeks to lease a minimum of ten (10) two-bedroom apartments within one half- mile from campus that will be sub-leased by the University to students. The tenants will be mostly international LL.M. students who typically pursue their degrees for one or two years. Additionally, to ensure full occupancy, the University may sub-lease to J.D. students who typically pursue their degrees for three or four years. It is possible that the University may lease up to 25 two-bedroom apartments as the program grows.

In soliciting proposals, it is the University’s intent to establish a primary Landlord for providing said services. However, it should be noted that any contract resulting from this Request for Proposal will not be an exclusive contract. The University reserves the right to make multiple awards resulting from this RFP if it is deemed to be in the best interest of the University. If at any time service is needed and cannot be provided by the primary Landlord within the desired time frame, the University reserves the right to procure service from designated secondary or tertiary respondents.

DEMOGRAPHICS

The University of Connecticut School of Law is located in the beautiful West end of Hartford. Typically there are approximately 450 full-time day division students and 175 part-time evening division students enrolled in the Juris Doctor program. Additionally, there are approximately 50 international students enrolled in the LL.M. programs.

Section 2 DEFINITIONS

- 2.0** "Campus" means University of Connecticut Law School campus in Hartford, Connecticut.
- 2.1** 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.
- 2.2** "Bidder", "Proposer", "Firm", "Landlord" and "Respondent" refer to a Company responding to this Proposal.
- 2.3** "RFP" is the abbreviated reference to Request for Proposal.
- 2.4** 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 proposes to govern the relationship between it and the selected vendor.
- 2.5** "Landlords" refers to landlord, property owners, or developers.

Section 3
SCOPE

3.0 **Scope:** The University of Connecticut is seeking proposals from experienced and qualified Landlords to provide Student Housing to the School of Law campus located in Hartford, Connecticut.

We are requesting that each proposer provide a detailed, written plan to support its proposal, as discussed in greater detail in the following pages.

The expectations and rights of each party should be anticipated, identified and reviewed at the outset and throughout the Student Housing agreement to create and continue a positive, productive and lasting relationship.

3.1 **General:** The University anticipates a Student Housing agreement which is expressly conditioned upon the performance of the Landlord's obligations and commitments as identified in the anticipated contract.

3.3 **Value:** Student Housing at the School of Law is a new initiative, therefore no historical financial data is available.

3.4 **Term of Contract:** The initial term of any contract awarded as a result of this RFP will be for two (2) years (August 1, 2011 to July 31, 2013). By mutual written agreement of both parties, the resultant contract may be extended for five (5) additional two-year terms. Such intent to renew shall be conveyed in writing by the Purchasing Department to the Landlord in the form of an amendment to the agreement one hundred and twenty (120) days prior to the effective date.

3.5 **Terms and Conditions:** The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

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

3.6 **Specifications:** The specifications in Section 5 must be responded to on a point by point basis so the University can evaluate how the proposer plans to meet these requirements. Proposers must use the RFP numbering scheme in their response to allow for efficient evaluation. See 3.9.3 for additional details.

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

Release of RFP	12/3/2010
Mandatory Pre-Proposal Conference/Site Visit	12/15/2010 @ 10:00 AM (EST)
Closing Date for Inquiries	12/21/2010 @ 5:00 PM (EST)
Submission of RFP Due	1/11/2011 @ 2:00 PM (EST)
Proposer Presentations (if necessary)	TBD
Anticipated Award Date	7/1/2011
Service to Commence No Later Than	8/1/2011

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

Kathleen Joy
Assistant Director
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

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

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

3.9.1 An original and three (3) copies of the proposal must be submitted in a sealed envelope to:

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

Reference RFP# KJ120310
“Student Housing for the School of Law”

Proposal opening deadline 2:00 PM (EST) on 1/11/2011

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

Proposers are required to submit a full and complete copy of their standard lease agreement with each copy of their proposal as explained in section 3.9.3.1.

3.9.2 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. **E-mail, Electronic or Faxed proposals will not be accepted.**

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

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

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-

compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in 3.9.1. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

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

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

3.9.3.1 The complete response to this RFP must include the following mandatory documentation:

- A signed, exact copy of the Form of Proposal included herein,
- Point by point response to specifications and terms and conditions,
- Bidders Qualification Statement,
- A completed "Bidder Contract Compliance Monitoring Report",
- A completed "Non-Discrimination Certification",
- Notarized, original applicable Affidavits,
- Signature Authorization Documentation,
- Verification of ownership of property, or disclosure of sale or lease contingencies,
- An original and three (3) copies of the proposal response,
- Copies of your standard lease agreement in each response,
- A signed, certification statement from the Landlord stating that the building has had the required inspections and is compliant with the applicable provisions of the 2005 Connecticut State Fire Safety Code (CSFSC) and the 2010 Connecticut Fire Prevention Code (CFPC). Landlords should note that as a condition of the execution of the agreement, the University of Connecticut shall seek confirmation with the Authority Having Jurisdiction (AHJ) that the dwelling unit and building are in current compliance with applicable provisions of the CSFSC and the CFPC. Additionally, if the apartment or building has undergone recent alterations, or was recently constructed, a Certificate of Occupancy will be verified prior to the execution of the agreement.

Failure to supply the above mentioned mandatory submittals may cause the University to reject your response as non-compliant.

3.9.4 Attach your Rental Rates on a separate sheet to the Form of Proposal, Section 6.

3.9.5 All required signatures must be affixed in Sections 6 and 7 as well as the Non-Discrimination certification and the Affidavits.

3.9.6 At the specified time stated in 3.9.1, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read as no immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.

3.9.7 Confidential Information: Proposals are treated as confidential by the University until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information which it believes is exempt

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

- 3.10 Pre-Proposal Conference:** A **mandatory** pre-proposal conference and site visit will be held as stated below. The purpose of the conference is to provide an opportunity for questions and answers as required to clarify terms, conditions or specifications of the Request for Proposal.

Date/Time: Wednesday, December 15, 2010 @ 10:00 AM (EST)
Location: **University of Connecticut School of Law
Starr Hall
William R. Davis Courtroom, Room #204
45 Elizabeth Street, Hartford, CT 06105**

***Allow approximately 90 minutes for the conference.**

Only those firms who have attended the mandatory pre-proposal conference may submit an offer.

- 3.11** Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the proposer's overall qualifications.
- 3.12 Completed RFP's:** Each Proposer must respond to, and be capable of supplying all services and equipment outlined in the RFP specification.
- 3.13 Addenda to the RFP:** If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP. Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section 6, Form of Proposal #2)

Section 4 TERMS AND CONDITIONS

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

4.0 Contract Status: The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities. After final negotiations, an acceptance of the proposal offer will be issued by the University in accordance with paragraph 4.1 below.

4.1 Formation of Agreement:

4.1.1 The response to this RFP will be considered an offer to contract. At its option, the University may take one of the following actions in order to form an agreement between the University and the selected respondent:

4.1.1.1 Accept a proposal as written and enter into a contract/agreement; or

4.1.1.2 Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that 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.

4.1.2 Because the University may use the alternative described in above, each respondent should include in his or her 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.

4.1.3 The University reserves the right to award a contract not based solely on the firm with the most advantageous rates, 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.

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

4.2 Contract Termination for Cause: The University may terminate any resulting contract for cause by providing a Notice to Cure to the Landlord citing the instances of noncompliance with the contract.

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

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

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

4.2.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract. Or if the noncompliance recurs the university reserves the right to terminate the contract.

4.3 Termination for Convenience:

4.3.1 The University may terminate performance or work under the contract in whole or in part whenever, if for any reason the University shall determined that such termination is in the best interest of the University and/or the State of Connecticut.

4.3.2 The resultant contract shall remain in full force and effect for the entire term of the contract period unless cancelled by the University, by providing the Landlord thirty (30) days written notice of such intention. If the University elects to terminate the contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

4.4 **Contract Modification:** All changes to the contract must be agreed to in writing by both parties prior to executing any change.

4.5 **Contract Assignment or Subcontract:** The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

4.6 **Notification of Selected Landlord:** It is the University's intention to review proposals, complete contract negotiations and execute a Student Housing Agreement for the School of Law on or before **July1, 2011**. All proposers will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

4.7 **Payment:** The University shall pay monthly rent payable directly to the Landlord upon receipt of invoice.

4.8 RFP Status and Submission Information:

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

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

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

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

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

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

Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 3.8, shall receive such written notice.

Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 3.9.1 provided they are then fully in conformance with these terms and conditions.

4.9 Indemnification Requirements:

4.9.1 Hold Harmless: The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the State of Connecticut may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this RFP. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor's breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The contractor agrees to indemnify, save harmless and defend the University from and against any and all liabilities, claims, penalties, forfeitures, suits and the costs and expenses incident thereto (including the cost of defense, settlement and reasonable attorney's fees) which may hereafter incur, become responsible for, or pay out as a result of acts or omissions covered herein.

4.9.2 Liens: The successful Landlord 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 or materials by or to the Landlord.

4.9.3 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.

4.9.4 Actions of Landlord: The actions of the successful Landlord with third parties are not binding upon the University. The Landlord is not a division of the University, partner or joint venture of/with the University.

4.10 Pre-Award Presentations and Negotiations:

4.10.1 Pre-Award Presentations: As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a proposer is requested to make a presentation, the proposer will make the necessary arrangements and bear all costs associated with the presentation.

4.10.2 Award Negotiations: Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of requirements and the ability to provide said requirements set forth and must include information that will enable the University to determine the proposer's over-all qualifications. **The University reserves the right to request additional information or clarification on any matter included in the proposal, and additionally may request a tour from the landlord for University officials to inspect the specific apartments to be included in the contract.**

Prior to the award, the University may elect to conduct negotiations with the highest ranked proposer(s) for purposes which include:

- 4.10.2.1 Resolving minor differences and informalities
- 4.10.2.2 Clarifying necessary details and responsibilities
- 4.10.2.3 Emphasizing important issues and points
- 4.10.2.4 Receiving assurances from proposers
- 4.10.2.5 Exploring ways to improve the final contract

4.11 Standard Terms and Conditions:

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

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

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

4.11.3 Federal, State and Local Taxes, Licenses and Permits: The successful Landlord will comply with all laws and regulations on taxes, licenses and permits.

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

4.11.5 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 contract or shall be used in the interpretation or construction of this contract.

4.11.6 Contract Provisions by Reference: It is mutually agreed by and between the University and the proposer that any exceptions taken by the proposer which are not included in the Agreement will not be part of the contract. Therefore, in the event of a conflict between the terms and conditions of the RFP and information submitted by a proposer, the terms and conditions of this Request for Proposal and Agreement will govern.

4.11.7 Warranty: The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with specifications. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

4.12 Responsibilities of the Landlord:

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

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

4.12.2.1 Has read and completely understands the proposal documents.

4.12.2.2 Is totally familiar with the conditions under which the rental apartments are to be supplied.

4.13 Insurance Requirements :

4.13.1 Upon notification of award, successful Landlord will be required to submit a certificate of insurance executed by an insurance company licensed to do business in the State of Connecticut, which meet the following requirements.

4.13.2 Workmen's compensation Insurance accordance with the requirements of the laws of the State of Connecticut.

4.13.3 Commercial General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include premises and operations, products and completed operations and contractual liability. If a general aggregate is used, the general aggregate limit shall apply separately to the project of the general aggregate limit shall be twice the occurrence limit.

4.13.4 The State of Connecticut, University of Connecticut shall be added as an additional insured.

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

4.14 RFP Evaluation:

4.14.1 RFP Evaluation Criteria: The award of a Student Housing agreement will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

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

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

A.	Responsiveness to Specifications	35 Points
B.	Requirements of Lease Agreement	5 Points
C.	Rent	30 Points
D.	Proximity to Law School and Other Amenities	30 Points

**amenities may include grocery, drug store, restaurants*

Total Maximum Points Available: 100

- 4.14.2** As part of its proposal review, the University may request and consider presentations.
- 4.14.3** Presentations: The University reserves the right, but is not obligated, to request and require that each proposer provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.
- 4.14.4** Supplier Representatives: Proposer must identify the people it anticipates representing the Landlord in developing and implementing the Student Housing Contract. The University may conduct interviews with identified Landlord representatives as a part of its evaluation process. The University reserves the right to conduct thorough examinations of all sites on premises prior to award of contract.
- 4.14.5** The University will include in its evaluation: proposals, presentations, if requested, references and interviews. In addition, the award will be predicated upon the successful negotiation of the specific terms and conditions to be included in the Lease agreement. The University will be the sole judge of the suitability of the proposed Student Housing locations and services and Student Housing agreement.
- 4.14.6** Proposal Qualification Data: If necessary to evaluate proposer qualification, proposer may be requested to furnish information on the following items:
- 4.14.6.1** Financial resources.
 - 4.14.6.2** Personnel resources.
 - 4.14.6.3** Executives and key person resumes.
 - 4.14.6.4** Ability to meet delivery and service schedules.
 - 4.14.6.5** Ability to meet specifications quality requirements.
- 4.14.7** Requests for Clarification by Proposers: Any proposer may request that the University clarify any information contained in this Request for Proposal to establish a Student Housing agreement. All such requests must be made in writing to:

Kathleen Joy
Assistant Director
University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Fax: (860) 486-5051
Email: kathleen.joy@uconn.edu

The University will provide a written response to all written requests for clarification within five (5) business days after its receipt of such request. The University will not respond to any

request for clarification received by the University after 10/12/2010. The University's response to any request for clarification, together with a copy of the request for clarification, will be provided contemporaneously by the University to each party receiving this RFP.

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

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

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

4.16 Communications between the University and the Proposer:

4.16.1 Informal Communications:

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

4.16.1.1 Requests from the proposers to any department(s) at the University, for information, comments, speculation, etc; and

4.16.1.2 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

4.16.2 Formal Communications:

From the date of receipt of this Request for Proposal by each proposer until a binding contractual agreement exists with the selected proposers and all other proposers have been notified or when the University rejects all proposals, all communications between the University and the proposers will be formal, or as provided for in this Request for Proposal. Formal communications shall include but not be limited to:

- A. Pre-Proposal Conference
- B. Oral Presentations
- C. Pre-Award Negotiations

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

4.17 Additional Contract Requirements: The University anticipates that the Student Housing agreement will include additional contract requirements including, but not limited to, the following:

4.17.1 License: The agreement will not grant the Landlord a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

4.17.2 Advertisements: Unless specifically authorized in writing by the University's Office of Communication on a case by case basis, the Landlord shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University, a) in any advertising, publicity, promotion; nor b) to express or imply any

endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this contract such items as are hereby contracted by the University.

4.17.2.1 Licensed Merchandise: Pre-authorization must be received from the Division of Athletics licensing coordinator for the use of University's names, marks, and logos.

4.17.3 Partnering with Business Enterprises Owned and Operated by Women, Minorities (MWBE's):

The University of Connecticut is actively involved in a program of diverse purchasing. A portion of this program is dedicated to enlisting the participation of University contractors to partner with "Minority and Women Owned Businesses" (MWBE's) to provide a growing percentage of the value of the contract without additional cost to the University. The Program will work to create an environment which supports this effort and actively acknowledges and values diversity. An MWBE is a business which is at least fifty-one percent (51%) owned and operated by a woman or a minority.

We invite you to be creative in your plan. Your MWBE plan may provide detail, including naming the MWBE's with which you intend to partner, a description of how you will partner with these organizations, the work or product which the MWBE's will supply, and the dollar value of participation (if available) which you anticipate reporting to the University.

4.18 Affidavits (Mandatory Submittal):

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

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

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

4.19 Signature Authorization Documentation (Mandatory Submittal):

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

- 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>

4.20 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].

4.21 Non-Discrimination Certification (Mandatory Submittal):

"The Office of the Attorney General has approved the attached nondiscrimination certification form to assist executive branch agencies in complying with the State of Connecticut's contracting requirements, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142.

By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h."

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information.

4.22 Whistle Blower Protection:

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

Section 5 SPECIFICATIONS

- 5.0** Minimum Mandatory Requirements of the University: The ideal building and apartment will offer;
- 5.0.1** The building must provide a minimum of ten (10) two-bedroom unfurnished units to house 20 University of Connecticut School of Law students.
 - 5.0.2** The building must be located within a three mile radius or less from the University of Connecticut, School of Law located at 55 Elizabeth Street, Hartford, CT.
If the property you are proposing is farther than .5 mile radius, include in your proposal a method to provide transportation to and from the campus for students without vehicles.
 - 5.0.3** The building must be well-lit in the exterior areas and the interior hallways/stairwells.
 - 5.0.4** Each apartment must provide a kitchen and dining area.
 - 5.0.5** Each apartment must provide a stove, refrigerator and microwave. All appliances shall be in good working condition.
 - 5.0.6** Each apartment must provide a living room area.
 - 5.0.7** Each apartment must provide at least two (2) separate bedrooms.
 - 5.0.8** Each bedroom must have a closet.
 - 5.0.9** Each apartment must have at least one full bathroom including sink, toilet and shower.
 - 5.0.10** The dwelling unit shall have ground fault interrupters (GFI) outlets installed properly in bathroom and kitchen.
 - 5.0.11** Each apartment must provide heat and air conditioning.
 - 5.0.12** The rental fee must include heat, hot water, air-conditioning and electricity.
 - 5.0.13** Each apartment must have access to a laundry facility within the building complex.
 - 5.0.14** The property owner is responsible for providing regular repairs and maintenance. Apartments must be painted, cleaned and refreshed each year.
 - 5.0.15** All sleeping areas shall have a working smoke alarm, a working carbon monoxide (CO) detector if any source of CO is possible (gas/oil furnace, hot water heater, etc.) and two (2) emergency escape routes. Escape routes shall be clearly marked. There shall be a fire extinguisher either inside the apartment/house, or outside within plain view of the front door. Upper levels shall have a fire escape or ladder available for each bedroom.
 - 5.0.16** The dwelling unit shall have a current Fire Marshal inspection. All buildings containing three or more units must be inspected annually by the Fire Marshall. Any dwelling unit that is occupied by a single family with more than three outsiders, if any, accommodated in rented rooms must be inspected annually by the Fire Marshall.
 - 5.0.17** At least one unit must meet ADA requirements for accessibility.
 - 5.0.18** The latest copy of the Fire Marshall Inspection must be provided.
 - 5.0.19** The University reserves the right to conduct thorough examinations of all sites and designated units on premises prior to award of contract.

Additional Preferred (but not mandatory) Requirements of the University:

- 5.0.20 All the apartments to be located within the same building.
- 5.0.21 Building to have capacity to provide twenty-five (25) two-bedroom apartments to house 50 University of Connecticut School of Law students.
- 5.0.22 The rental fee to include cable and internet.
- 5.0.23 Bathrooms to have full-sized tub.
- 5.0.24 Each apartment to have a dishwasher in good working condition.
- 5.0.25 The building shall be equipped with a fire alarm system tied directly to a central receiving station.
- 5.0.26 The building shall be equipped with a sprinkler system.
- 5.0.27 The building shall be equipped with an emergency light system if required.
- 5.0.28 The entire building that houses the apartments shall be for residential purposes only.
- 5.0.29 Each apartment must have access to laundry facility within the building.
- 5.0.30 Each bedroom must have a closet that is at least 2 feet by 5 feet.
- 5.0.31 Each apartment must provide a living room area that is at least 12 by 14 feet.
- 5.0.32 Each apartment must provide a kitchen and dining area that is at least 12 feet by 14 feet.
- 5.0.33 Building must offer adjacent, off-street parking for ten vehicles for the law school tenants.
- 5.0.34 The ideal apartment will be owned by proposer. It must be revealed if proposer is submitting proposal with sale or lease contingencies.

ALTERNATE #1: Furnished Apartments

- 5.0.35 Apartments must be furnished with a two single or double beds, 2 side tables, 2 desks, 2 desk chairs, 2 bureaus with at least 4 drawers, bookcase or shelving to provide at least 12 feet of linear shelving, kitchen table & 4 chairs, sofa, coffee table, two side tables, two living room style chairs, four (4) table or floor lamps or alternatively, overhead lights in each room. Please indicate additional rental fees for furnished apartments.
- 5.1 As stated in Section 3.4, the initial contract period shall be for two years, August 1, 2011 through July 31, 2013. The University intends to rent a minimum of 10 two-bedroom apartments up to a maximum of 25 two-bedroom apartments. The University will not consider a rent escalator during the initial two-year term. The University reserves the option to extend the contract for up to five 2-year periods. Rent escalators may be negotiated at the beginning of each two-year extension period. Proposer must explain calculation for any rent escalator in their proposal response.
- 5.2 The University guarantees the rental of the units for the period of the initial term and extensions as approved.
- 5.3 The lease will be entered into by and between the University and the successful Landlord. The University will sub-lease the apartments to students. The University will be responsible to pay the rent directly to the Landlord.

Section 6
FORM OF PROPOSAL
Student Housing for the University of Connecticut School of Law

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

DATE: 1/11/2011

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

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

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

F.E.I.N. #: _____

Section 7
COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS
NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

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

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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Section 8

DIRECTIONS TO UNIVERSITY OF CONNECTICUT SCHOOL OF LAW

Driving Directions: Take Route I-84 to exit 46. Turn right onto Sisson Avenue. At second traffic light, turn right onto Farmington Avenue, and *immediately* left onto Sherman Street. The Law School is directly ahead, where Sherman Street meets Fern Street.

The Law School is located 16 miles from Bradley International Airport and 1.5 miles from Hartford's Union Station for buses and trains.

Mandatory Pre-proposal conference to be held in the William R. Davis Courtroom, Starr Hall, Room #204 on Wednesday, December 15, 2010 at 10:00 AM (EST).

Section 9

BIDDER'S QUALIFICATION STATEMENT

PAGE 1 of 3

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

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

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Years? _____

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

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

BIDDER'S QUALIFICATION STATEMENT

PAGE 2 of 3

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

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

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

(Attach additional sheet if necessary)

8. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person	Telephone #
_____	_____	_____	_____	_____
_____	_____	_____	_____	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	Email
_____	_____	_____	_____	_____
_____	_____	_____	_____	Email
_____	_____	_____	_____	_____

BIDDER'S QUALIFICATION STATEMENT

PAGE 3 of 3

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 2011

Name of Organization: _____

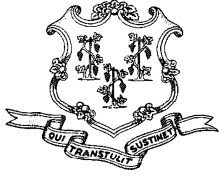
Address: _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

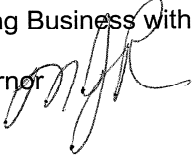
Title: _____



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut
From: M. Jodi Rell, Governor 
Subject: State Ethics Policy
Date: September 28, 2004

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

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

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

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

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

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

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



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106 – 1628

SEEC FORM 11

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

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

Definitions:

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

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

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

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

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

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

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

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



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at 50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

C RTIFICATION OF R SO UTION:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ , 0_____ by the governing body of _____ ,
Name of Entity

in accordance with all of its documents of governance and management and the laws of _____ , and further certify that such resolution has not been modified
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESO VED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a- 0(a)(1) and 4a- 0a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____ , 0_____ .

Authorized Signatory Date

Printed Name



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

C C ON : Initial Certification Annual pdate (Multi-year contracts only.)

GIFT C RTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and or one or more of it agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below
 -) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties if this is an Annual pdate, "Execution Date" means the date this certification is signed by the Contractor
- 3) "Contractor" means the person, firm or corporation named as the contactor below
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4- 5 (c)(1)(i) or (ii)
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4- 50(1)
 -) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below and
- 7) "Principals or ey Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4- 50(5) and 4- 5 (c)(1)(B) and (C).

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

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

CA PAIGN CONTRI UTION C RTIFICATION:

I further certify that, on or after December 31, 00 , neither the Contractor nor any of its principals, as defined in C.G.S. § - 1 (g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § - 1 (g)() (A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 00 by the Contractor or any of its principals, as defined in C.G.S. § - 1 (g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

awful Campaign Contributions to Candidates for Statewide Public Office:

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

awful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Signature of Authori ed Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

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

Start Date End Date Cost

Description of Services Provided:

[Empty lines for description of services]

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

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

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

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

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

Commissioner of the Superior Court or Notary Public



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

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

INSTRUCTIONS:

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

C C O N :

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

I P O R T A N T N O T :

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

A F F I R A T I O N :

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

The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website at [http: www.ct.gov ethics lib ethics contractors_guide_final .pdf](http://www.ct.gov/ethics/lib/ethics/contractors_guide_final.pdf)

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

ip

Awarding State Agency