

### ADDENDUM #3

DATE: December 13, 2011  
TO: All Potential Bidders  
FROM: Lou Priest Jr.  
RE: **RFQ #B017909 “Screen Print & Embroidery”**

Respondent is hereby advised of the following amendment to the Request for Proposal documents which are hereby made an integral part of the proposal documents for the subject contract, prepared by the University of Connecticut Purchasing Department.

Proposal submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondent shall be required to *acknowledge receipt of this addendum in their proposal response*. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

**BIDDER NOTE:** This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.

1) **Changes, deletions and clarifications to the RFP document are as follows:**

**Matrix “C” on page 18 has been changed and IS REQUIRED to be part of your bid response**

**Delete “List +/- %” and change to:**

**“Cost + %” per the attached.**

**The bid opening date remains the same: Friday, January 6, 2012 @ 2:00 p.m. (EST)**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Title



## ADDENDUM #2

DATE: December 6, 2011  
TO: All Potential Bidders  
FROM: Lou Priest Jr.  
RE: **RFQ #B017909 “Screen Print & Embroidery”**

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Proposal submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondent shall be required to ***acknowledge receipt of this addendum in their proposal response***. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

**BIDDER NOTE:** This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, **PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.**

### 1) **Changes, deletions and clarifications to the RFP document are as follows:**

#### **A. Section 1.5 now reads:**

1.5 Evaluation of Bid Responses – The following method will be used to evaluate each response received as a result of this request.

Vendors will be evaluated by comparing pricing submitted for each price/quantity on each of Matrices A, B. The vendors who submit the lowest pricing for each of the price/quantities will be ranked in order of how many individual occurrences within the Matrices that they were the lowest responder. The vendor with the greatest number of individual lowest prices will be the primary supplier for University & Vendor supplied apparel for imprinting & embroidery. The next highest number will be the secondary supplier and the third highest will be the tertiary supplier (should more than two suppliers be desired by the University).

Essentially, the respondent with the greatest number of individual lowest prices within both matrices A & B will be the primary vendor and the vendor with the second number of lowest prices will be the secondary provider etc.

**Please note that references to matrix “C” have been removed from this section.**

**B. Section 1.5 is changed to read:**

1.5 Evaluation of Bid Responses – The following method will be used to evaluate each response received as a result of this request.

Vendors will be evaluated by comparing pricing submitted for each price/quantity on each of Matrices A, B & C. The vendors who submit the lowest pricing for each of the price/quantities will be ranked in order of how many individual occurrences within the Matrices that they were the lowest responder. The vendor with the greatest number of individual lowest prices will be the primary for University & Vendor supplied apparel for imprinting & embroidery. The next highest number will be the secondary supplier and the third highest will be the tertiary supplier (should more than two suppliers be desired by the University).

Essentially, the respondent with the greatest number of individual lowest prices within all of the 3 matrices will be the primary vendor and the vendor with the second number of lowest prices will be the secondary provider etc.

2) **Matrix “C” on page 18 has been changed and IS REQUIRED to be part of your bid response**

**The bid opening date remains the same: Friday, January 6, 2012 @ 2:00 p.m. (EST)**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Title

## ADDENDUM #1

DATE: December 6, 2011  
TO: All Potential Bidders  
FROM: Lou Priest Jr.  
RE: **RFQ #B017909 “Screen Print & Embroidery”**

Respondent is hereby advised of the following amendment to the Request for Quotation documents which are hereby made an integral part of the proposal documents for the subject contract, prepared by the University of Connecticut Purchasing Department.

Proposal submitted shall be deemed to include contract document information as shown in Addendum No. 1. Respondent shall be required to *acknowledge receipt of this addendum in their response*. Failure to acknowledge receipt of this addendum by the respondent may result in the rejection of their proposal response.

**BIDDER NOTE:** This addendum must be completed, signed and submitted with your proposal response to be considered for award. If you have already submitted a proposal, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date, and return address. This will be accepted as part of your proposal response, PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN ITEM NUMBER ONE (1) OF THIS DOCUMENT.

**1) Changes, deletions and clarifications to the RFP document are as follows:**

**A. Section 1.5 now reads:**

- 1.5 Evaluation of Bid Responses – The following method will be used to evaluate each response received as a result of this request.

Vendors will be evaluated by comparing pricing submitted for each price/quantity on each of Matrices A, B & C. The vendors who submit the lowest pricing for each of the price/quantities will be ranked in order of how many individual occurrences within the Matrices that they were the lowest responder. The vendor with the greatest number of individual lowest prices will be the primary for University & Vendor supplied apparel for imprinting & embroidery. The next highest number will be the secondary supplier and the third highest will be the tertiary supplier (should more than two suppliers be desired by the University).

Essentially, the respondent with the greatest number of individual lowest prices within all of the 3 matrices will be the primary vendor and the vendor with the second number of lowest prices will be the secondary provider etc.

**B. Section 1.5 is changed to read:**

1.5 Evaluation of Bid Responses – The following method will be used to evaluate each response received as a result of this request.

Vendors will be evaluated by comparing pricing submitted for each price/quantity on each of Matrices A, B. The vendors who submit the lowest pricing for each of the price/quantities will be ranked in order of how many individual occurrences within the Matrices that they were the lowest responder. The vendor with the greatest number of individual lowest prices will be the primary supplier for University & Vendor supplied apparel for imprinting & embroidery. The next highest number will be the secondary supplier and the third highest will be the tertiary supplier (should more than two suppliers be desired by the University).

Essentially, the respondent with the greatest number of individual lowest prices within both matrices A & B will be the primary vendor and the vendor with the second number of lowest prices will be the secondary provider etc.

**Please note that references to matrix “C” have been removed from this section.**

- 2) **Matrix “C” on page 18 has been DELETED from the document and is NOT REQUIRED to be part of your bid response**

**The bid opening date remains the same: Friday, January 6, 2012 @ 2:00 p.m. (EST)**

\_\_\_\_\_  
Name of Bidder

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Address

\_\_\_\_\_  
Signature and Title



**Date: December 2, 2011**

**Invitation to Bid  
#B017909  
SCREENPRINT & EMBROIDERY SERVICES**

The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified vendors to furnish and deliver Screenprint & Embroidery Services for the University of Connecticut in accordance with the specifications, terms and conditions of this document.

Bidders shall promptly notify the University of any ambiguity, inconsistency or error that they may discover upon examination of these bid documents.

A bidder requiring clarification or interpretation of the Request for Bid (Bid) shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of bids via facsimile to (860) 486-5051 or by email to:

Lou Priest Jr.  
Purchasing Agent  
Purchasing Department  
University of Connecticut  
[lou.priest\\_jr@uconn.edu](mailto:lou.priest_jr@uconn.edu)

Any interpretation, correction, or change of this bid shall be made by addendum. Interpretations, corrections or changes of the bid made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department in the form of an addendum to the bid. All addenda shall be mailed or delivered to all who are known to have received the bid. No addenda shall be issued later than seven (7) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the Bid.

Bids will be accepted in the Purchasing Department **until 2:00 p.m. local time on January 6, 2012** at which time they will be publicly opened and price only read.

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Lou Priest Jr., Purchasing Agent

## Section I Specifications

### **Mandatory requirements:**

1.0 Minimum Requirements – To receive consideration, the successful bidder must be able to meet the following mandatory requirements:

1.0.1 Delivery – Delivery of the Division of Athletics goods must be 15 days or less from date of receipt of the product from the University. Services for other University departments shall be per Purchase Order.

1.0.2 Prices - Prices quoted must be net, delivered FOB Storrs all inclusive. All delivery costs shall be included in the per item bid price. There shall be no provisions for additional charges related to delivery as in “fuel surcharges”. Pricing for vendor supplied items shall include the manufacturer’s list price plus or minus a percentage (+/-), plus the cost of screen printing and/or embroidering. Pricing to be used on this contract shall be listed on the attached Excel spreadsheets. Additional sheets may be used if needed. Alternate pricing methods for vendor supplied items, if proposed, must be explained in detail.

**Pricing shall be “Per Item” with no additional charges for: Rush Orders, Setup, Copy Changes, PMS Color Matches, Exact Count, Pre-Production Proofs, Shipping and Handling from Supplier, Extra Color Run or Art.**

**Additional charges will be allowed for First Time Embroidery Tape Charges, Personalized Items and Product Samples if not returned.**

1.0.3 Art / Logos – All copy will be provided by the University; all logos are available in digital formats from University Communications. Awarded Vendors will be provided with contact information.

1.0.4 Inspection – Embellished goods shall be inspected and approved by using department prior to acceptance.

1.0.5 Damages/Sub-Standard Workmanship - The using department shall inform the vendor in writing after inspection as to the type and quantity of any damaged or improperly embellished items. If the vendor fails to deliver or has delivered nonconforming goods, the University shall provide a cure notice as soon as the discrepancy is identified. The vendor has up to three (3) business days to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the correct goods from another source and charge the difference between the contracted price and the market price to the defaulting vendor. Bidders “Acceptable Damage Percentage” before charge-back must be provided.

1.2 Screen Printing – Screen Printing shall be separated into two categories. Apparel and or items supplied by the University for Screen printing, and items supplied by the vendor already screen printed. Pricing Matrices will be used to determine lowest bidder(s) in the award of this contract.



All fields of each pricing matrix applicable to your firm's capabilities must be completed or the bid may be considered non-compliant.

- 1.3 Embroidery – Embroidery shall be separated into two categories. Apparel and/or items supplied by the University for Embroidery, and items supplied by the vendor already embroidered. Pricing Matrices will be used to determine lowest bidder(s) in the award of this contract. All fields of the pricing matrices applicable to your firm's capabilities must be completed or the bid may be considered non-compliant.
- 1.4 Items to be Embellished – The University has many Departments and Schools that will require Screen Printing and Embroidery to either owner supplied items or vendor supplied items, the Division of Athletics is the largest user, needing embellishment of team uniforms, training apparel, promotional tee shirts, staff uniforms, etc. Other Departments generally use vendor supplied items such as tee shirts, polo shirts and uniform shirts.
- 1.5 Evaluation of Bid Responses – The following method will be used to evaluate each response received as a result of this request.

Vendors will be evaluated by comparing pricing submitted for each price/quantity on each of Matrices A, B & C. The vendors who submit the lowest pricing for each of the price/quantities will be ranked in order of how many individual occurrences within the Matrices that they were the lowest responder. The vendor with the greatest number of individual lowest prices will be the primary supplier for University & Vendor supplied apparel for imprinting & embroidery. The next highest number will be the secondary supplier and the third highest will be the tertiary supplier (should more than two suppliers be desired by the University).

Essentially, the respondent with the greatest number of individual lowest prices within all of the 3 matrices will be the primary vendor and the vendor with the second number of lowest prices will be the secondary provider etc.

Delivery: Delivery dates will be noted on the purchase order.

## **Section II Terms & Conditions**

### Qualification of Bidders

1. Offers will be considered from firms with a demonstrated history of successfully providing similar goods and/or services to other institutions of higher education or private sector corporations with similar volumes and needs.
2. Bidders must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the firm's offer.
3. The University will reject any offer and void any award resulting from this solicitation to a firm who makes any material misrepresentation in their submittal.

### Submittal Requirements

1. The bidder shall clearly state, in the submittal, any exceptions to or deviations from these specifications; otherwise, the bidder will be held responsible for compliance with all specifications listed herein.
2. Bidders are cautioned to refrain from including in their offer any substitutions that are not confirmed by written addenda.
3. The University is seeking offers that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.
4. Price will include all costs for delivery of the goods to and/or performance of services at the specified department and shall be entered in both written and numerical form on the Form of Bid.
5. Unless otherwise noted, prices shall include delivery and transportation charges fully pre-paid F.O.B. destination. No extra charges for packing or packages will be allowed
6. Costs associated with every aspect of labor, materials and service necessary to provide the goods and/or services as specified herein must be included in the bid. The University will not be responsible for any costs incurred by the vendor that are not included in the bid.
7. The University of Connecticut is exempt from Federal Excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the goods and/or services supplied pursuant to this agreement.
8. The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless stated otherwise on the Form of Bid.
9. All offers shall include at least three (3) references for agreements of similar size and scope satisfactorily delivered, including a brief description of the item(s), the location, the name and telephone number of a contact person familiar with the purchase.
10. Each firm, by submitting an offer, represents that the firm has:

- A. Read and completely understands the bid documents and attachments thereto.
  - B. Is familiar with the conditions under which goods and/or services are to be provided, including availability and cost of goods, labor, shipping, and inside delivery to the location specified.
  - C. Understands and agrees that all offers must conform to the instructions and conditions contained herein to receive consideration.
11. Offers shall be submitted – **in duplicate** - as follows:
- A. The University will receive bids at: The Purchasing Department, 3 North Hillside Road, Unit-6076, Storrs, CT 06269-6076 until 2:00 P.M. January 6, 2012 (EDT), on the date specified. Bids will be opened and the price information will be read publicly. **Unless specified in the Request for Quotation, all offers must be submitted in a sealed envelope.**
  - B. The complete response to this solicitation shall include the following documentation:
    - 1. Form of Bid attached
    - 2. List of exceptions to specifications or terms & conditions (if any)
    - 3. List of three (3) references
    - 4. Bidders Qualification Statement
    - 5. Notice to Bidders (CHRO)
    - 6. Affidavits, Gift & Campaign (Form 1) & Consulting (Form 5)
    - 7. Nondiscrimination Certification
    - 8. Corporate Resolution
    - 9. Certificate of Insurance
12. All bids must include an exact copy of the "Form of Bid" included with these documents. All applicable blank spaces shall be filled in, typewritten or in ink and amounts shall be shown in both words and figures. If there is a discrepancy between the prices shown in words and figures, the amount shown in words shall be deemed correct.
13. Bids must indicate the full name of the firm submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the firm. The name of each person signing the proposal shall be typed or printed below the signature.
14. Each bidder shall be solely responsible for the delivery of their bid to the University at the place and before the time as specified. Any bid received after the time specified for the receipt of bids shall not be considered.
15. Failure to provide all information requested in the solicitation shall be cause to reject a bid as non-compliant.
16. The University reserves the right to reject any or all quotations submitted for consideration in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served.
17. Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.
18. An offer shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of bids and the bidder so agrees in submitting a bid.

19. The contents of the bid and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.
20. **The University of Connecticut reserves the right to reject any bid that does not comply with the State's contractual requirements. Bids are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFQ.**

### **Terms & Conditions of Award**

1. The vendor shall unconditionally warrant the product as being free from defects and capable of performing to the requirements of this solicitation when operated by the University within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance of the equipment specified hereunder, the vendor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University.
2. The terms and provisions of this solicitation and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.
3. Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.
4. Unless specifically authorized in writing by the University on a case by case basis, vendor 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 to imply any endorsement of vendor'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 agreement such items as are hereby contracted by the University.
5. The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract that may result from this solicitation.
6. The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
7. All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement & Logistical Services immediately by registered mail.
8. All shipments to the University shall be delivered to the location specified on the purchase order, Storrs, Connecticut.

9. The quantities indicated in this bid are estimated only. It is understood and agreed that any blanket order issued as a result of this solicitation shall cover only the actual quantities ordered by the department(s) during the term of the order, whether more or less than the quantity estimated herein.
10. Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract that may result from this solicitation.”
11. The vendor agrees to jointly and severally indemnify and hold the University, its agents and successors, and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the state may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and obligations of this agreement.
12. In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the university shall provide a "notice to cure". If after notice the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.
13. The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
14. Executive Orders of the Governor:
  - A. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and as such, resulting Agreement may be cancelled, terminated or suspended by the state labor commissioner for violation of or noncompliance with said Executive Order No. Three or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to said contract. The Parties to such Agreement, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The CONTRACTOR agrees, as part consideration hereof, that said Agreement will be subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
  - B. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such, resulting Agreement may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to said Agreement. The Parties to said Agreement, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment opening with the Connecticut State Employment Service.

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

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

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

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

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

- (a) The State Contracting Standards Board (“the Board”) may review any subsequent Agreement or Contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:
  - (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes, or

- (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
  - (b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
  - (c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. §§ 4-252 shall not be affected by this Section.
- E. Any Agreement subsequent to this RFP is subject to the provisions of **Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006**. Pursuant to this Executive Order, the contractor shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.
- 15. The University may terminate any resulting contract for cause by providing a *Notice to Cure* to the contractor citing the instance of noncompliance with the contract.
  - a) The contractor 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.
  - b) If the contractor and the University reach an agreed upon solution, the contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the *Notice to Cure*.
  - c) If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of the *Notice to Cure* by the contractor, the University reserves the right to terminate the contract.
  - d) 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.
- 16. By mutual agreement of both parties, this contract may be extended for two (2) additional one (1) fiscal year (July 1 thru June 30) terms commencing on July 1. Said option will be exercised only upon satisfactory performance and by mutual consent of both parties to any contract resulting from this bid.

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

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

17. The following rules and regulations provide guidance and information when bringing a vehicle onto the University of CT Storrs Campus. These policies follow Connecticut State Statute 10A-139 and are intended to provide control and availability of campus parking. All students, employees, vendors, visitors, contractors, etc., who park a motor vehicle on campus are subject to these rules and regulations.

It is the responsibility of all individuals operating a motor vehicle on campus to be aware of and abide by the parking policies contained in this literature. Operating a vehicle on campus is deemed evidence of the vehicle operator's acceptance and understanding of these policies.

Parking on the Storrs campus is strictly regulated and is allowed only in paved, lined areas. Parking on lawns, grounds, or sidewalks is strictly prohibited. Parking during the hours of 7AM and 5PM, Monday through Friday is by permit only. Some areas are restricted beginning at 5AM or for 24 hours (as posted). Violators will be ticketed and are subject to towing.

Parking in the North and South Garage is available for vehicles for a daily fee. There is no overnight parking available in the garages.

The Storrs campus is primarily a pedestrian campus. All motor vehicles must stop for pedestrians in crosswalks according to Connecticut State law. The maximum speed limit on campus is 25MPH. The maximum speed in all parking lots is 10MPH. These limits are in effect 24 hours per day.

Parking on campus is in high demand. Anyone who can avoid bringing a vehicle to campus should do so. The use of carpools and public transportation is encouraged. A shuttle service is operated to serve the University of Connecticut at Storrs and surrounding areas. This shuttle is free to UConn students, employees, and visitors. For information on shuttle services and schedules, call Transportation at (860) 486-1448.

#### Visitor Parking

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

#### Load Zones

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

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

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



**also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**

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

19. The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.
  
20. **Mandatory Affidavits**  
The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.  
  
The University will require the applicable mandatory affidavits to be completed by the Vendor at the time of bid response **and** contract award. The required affidavits are enclosed as part of this document. Detailed information regarding the requirement of such affidavits can also be found on the Office of Policy and Management website: [http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806)
  
21. 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.
  
22. Connecticut requires that we purchase ENERGY STAR® products or those certified by the Federal Energy Management Program as energy efficient in all categories available. If this solicitation is for a product in a category for which ENERGY STAR® or certified products are available, please submit evidence of the ENERGY STAR® status or certification for the products you are bidding. (Please note that if you fail to submit this information but a competitor does, we will select your competitor's product as meeting specifications and deem your product as not meeting specifications.)
  
23. **Signature Authorization Documentation (Mandatory Submittal):**  
Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.
  - If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.

- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
  - Documentation must clearly state when and how such authorization was given.
  - Documentation must state that the authorization is still in full force and effect.
  - Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
  - Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
  - Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>
24. 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. See SEEC Form 11 at the end of this bid solicitation.
25. Insurance Requirements:
- The proposer shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. The University of Connecticut shall be included as a named insured on all such policies. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the proposer's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.
- 1) Worker's Compensation Insurance: Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.
  - 2) Public Liability Insurance \$1,000,000.00.
  - 3) Property Damage Insurance \$1,000,000.00.

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

to the University as to form or substance, or if any of the carriers issuing such policies shall be or become unsatisfactory to the University, the Proposer shall promptly obtain a new and satisfactory policy in replacement upon such written notice from the University.

The University of Connecticut must be named "additional insured" on the certificate.

26. An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at:  
[http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav\\_GID=1806](http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806)
27. In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at [www.nathanhaleinn.com](http://www.nathanhaleinn.com).

To: The University of Connecticut

Date: January 6, 2012

Purchasing Department  
3 North Hillside Road, Unit 6076  
Storrs, CT 06269-6076

1. The undersigned bidder, in response to your request for bid for the above referenced equipment, having examined the Request for Bid, hereby proposes to provide goods and/or services in accordance with the specifications identified in the bid document.

Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

#1 \_\_\_\_\_ #2 \_\_\_\_\_ #3 \_\_\_\_\_  
date date date

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Pricing; see attached matrices.
6. Payment Terms: \_\_\_\_\_
7. Pricing is valid for \_\_\_\_\_ days
8. Delivery \_\_\_\_\_ days ARO.

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

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

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

F.E.I.N. or Soc. Sec. #: \_\_\_\_\_

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

Print Name/Title: \_\_\_\_\_

E-Mail: \_\_\_\_\_

**MATRIX "A"**  
**IMPRINTING COSTS**

|   |                        |             |              |              |              |                |
|---|------------------------|-------------|--------------|--------------|--------------|----------------|
|   | Bidders<br>Name: _____ |             |              |              |              |                |
| <b>Imprint Process (garment not included)</b>                         | <b>Quantity</b>        |             |              |              |              |                |
|   | <b>12ea</b>            | <b>48ea</b> | <b>144ea</b> | <b>288ea</b> | <b>576ea</b> | <b>1008+ea</b> |
| One Color, One Side, on White   | \$                     | \$          | \$           | \$           | \$           | \$             |
| Two Color, One Side, on White   | \$                     | \$          | \$           | \$           | \$           | \$             |
| Three Color, One Side, on White                                       | \$                     | \$          | \$           | \$           | \$           | \$             |
| Four Color, One Side, on White  | \$                     | \$          | \$           | \$           | \$           | \$             |
| One Color, One Side, on Colored                                       | \$                     | \$          | \$           | \$           | \$           | \$             |
| Two Color, One Side, on Colored                                       | \$                     | \$          | \$           | \$           | \$           | \$             |
| Three Color, One Side, on Colored                                     | \$                     | \$          | \$           | \$           | \$           | \$             |
| Four Color, One Side, on Colored                                      | \$                     | \$          | \$           | \$           | \$           | \$             |
| One Color, Two Sides, on White  | \$                     | \$          | \$           | \$           | \$           | \$             |
| Two Color, Two Sides, on White  | \$                     | \$          | \$           | \$           | \$           | \$             |
| Three Color, Two Sides, on White                                      | \$                     | \$          | \$           | \$           | \$           | \$             |
| Four Color, Two Sides, on White                                       | \$                     | \$          | \$           | \$           | \$           | \$             |
| One Color, Two Sides, on Colored                                      | \$                     | \$          | \$           | \$           | \$           | \$             |
| Two Color, Two Sides, on Colored                                      | \$                     | \$          | \$           | \$           | \$           | \$             |
| Three Color, Two Sides, on Colored                                    | \$                     | \$          | \$           | \$           | \$           | \$             |
| Four Color, Two Sides, on Colored                                     | \$                     | \$          | \$           | \$           | \$           | \$             |
| Setup Charge(s)   | \$                     | \$          | \$           | \$           | \$           | \$             |
| Screen Charge(s)  | \$                     | \$          | \$           | \$           | \$           | \$             |
|   |                        |             |              |              |              |                |
| Turn-around Time for Volume Shown<br>(in Days After Receipt of Order) |                        |             |              |              |              |                |

**MATRIX "B"**  
**EMBROIDERY COSTS**

|                                       |                     |             |              |              |              |                |
|---------------------------------------|---------------------|-------------|--------------|--------------|--------------|----------------|
|                                       | Bidders Name: _____ |             |              |              |              |                |
| <b>Pricing Elements</b>               | <b>Quantity</b>     |             |              |              |              |                |
|                                       | <b>12ea</b>         | <b>48ea</b> | <b>144ea</b> | <b>288ea</b> | <b>576ea</b> | <b>1008+ea</b> |
| First 5,000 Stitches                  | \$                  | \$          | \$           | \$           | \$           | \$             |
| First 10,000 Stitches                 | \$                  | \$          | \$           | \$           | \$           | \$             |
| Cost per ea 1,000 additional stitches | \$                  | \$          | \$           | \$           | \$           | \$             |
| Personalized: Add \$ /item            | \$                  | \$          | \$           | \$           | \$           | \$             |
| One-time tape charge                  | \$                  | \$          | \$           | \$           | \$           | \$             |
| Number of Colors at No Extra Charge   | \$                  | \$          | \$           | \$           | \$           | \$             |
| Turn-around Time (days ARO)           |                     |             |              |              |              |                |





**REFERENCES**

Bid response must include references from three institutions of similar size to the University of Connecticut, where your organization has provided goods similar to the items described herein. Please include name, title, telephone number and e-mail address of a contact person at each institution.

**References will be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

| References:  | Institution | Contact | Telephone No. |
|--------------|-------------|---------|---------------|
| Reference #1 | _____       | _____   | _____         |
| E-mail:      | _____       |         |               |
| Reference #2 | _____       | _____   | _____         |
| E-mail:      | _____       |         |               |
| Reference #3 | _____       | _____   | _____         |
| E-mail:      | _____       |         |               |

**BIDDER'S QUALIFICATION STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

Number of Years? \_\_\_\_\_

5. This firm is a: Corporation Partnership \_\_\_\_\_ Sole Proprietorship \_\_\_\_\_

Joint Venture \_\_\_\_\_ Other \_\_\_\_\_

Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_

Set Aside Contractor \_\_\_\_\_

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

| Name | Years | Years/supervisor | Telephone/Fax #'s |
|------|-------|------------------|-------------------|
|------|-------|------------------|-------------------|

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

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(Attach additional sheet if necessary)

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

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

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

2. N/A \_\_\_\_\_

**10. Disclose and identify any relationship and/or potential conflict of interests which the Applicant may have with Purchasing or any other University organization or departments, for the purpose of determining whether a conflict of interest exists.**

\_\_\_\_\_ **Applicant has no conflict of interest.**

\_\_\_\_\_ **Applicant has a potential conflict of interest and herewith has attached a full disclosure of said potential conflict of interest.**

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

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**(Please complete the information below)**

**Name of Organization:**

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

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

**Signature** \_\_\_\_\_

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

**Title** \_\_\_\_\_

**ATTENTION VENDORS**

The attached bid solicitation package includes five (5) forms that must be signed for your offer to be considered.

| <u>FORM NAME</u>                  | <u>WHERE TO SIGN</u> |
|-----------------------------------|----------------------|
| 1. Form of Bid                    | Bottom               |
| 2. Notification to Bidders (CHRO) | Bottom               |
| 3. Affidavits (Forms 1&5)         | Bottom               |
| 4. Non-Discrimination Cert        | Bottom               |

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

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**NOTICE TO PROSPECTIVE BIDDERS:**

The University Purchasing Department will appreciate your assistance in making a careful study of this proposal and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State.

Suggestions or comments will be considered up to seven (7) days prior to the date of bid opening indicated in the bid package. In replying you must refer to the bid number.

If no suggestions or comments are offered, the signing of the bid documents shall indicate your approval of these forms in their present content.

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

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

1) Definition of Small Contractor

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

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

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

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> |
|---|---|

## BIDDER CONTRACT COMPLIANCE MONITORING REPORT

### PART I - Bidder Information

|   |   |
|---|---|
| Company Name<br>Street Address<br>City & State<br>Chief Executive | Bidder Federal Employer<br>Identification Number _____<br>Or<br>Social Security Number _____  |
| Major Business Activity<br>(brief description)                    | Bidder Identification<br>(response optional/definitions on page 1)<br><br>-Bidder is a small contractor. Yes ___ No ___<br>-Bidder is a minority business enterprise Yes ___ No ___<br>(If yes, check ownership category)<br>Black ___ Hispanic ___ Asian American ___ American Indian/Alaskan<br>Native ___ Iberian Peninsula ___ Individual(s) with a Physical Disability ___<br>Female ___ |
| Bidder Parent Company<br>(If any)                                 | - Bidder is certified as above by State of CT Yes ___ No ___  |
| Other Locations in Ct.<br>(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?<br>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.?<br>Yes ___ No ___  |
| 2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?<br>Yes ___ No ___  | 8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?<br><span style="float: right;">Yes ___ No ___</span>  |
| 3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?<br>Yes ___ No ___  | 9. Does your company have a mandatory retirement age for all employees?<br>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?<br><span style="float: right;">Yes ___ No ___ NA ___</span>  |
| 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?<br><span style="float: right;">Yes ___ No ___ NA ___</span> |
| 6. Does your company have a collective bargaining agreement with workers?<br>Yes ___ No ___<br>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___<br><br>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?<br>Yes ___ No ___ | 12. Does your company have a written affirmative action Plan? Yes ___ No ___<br>If no, please explain.  |
|   | 13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___<br>If yes, give name and phone number.<br>_____   |

### Part III - Bidder Subcontracting Practices

|   |
|---|
| 1. Will the work of this contract include subcontractors or suppliers? Yes ___ No ___<br><br>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)<br><br><br><br><br><br><br><br><br><br>1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? <span style="float: right;">Yes ___ No ___</span> |
|---|

PART IV - Bidder Employment Information

Date:



| JOB CATEGORY  | OVERALL TOTALS | WHITE<br>(not of Hispanic origin) |        | BLACK<br>(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?<br>(Check yes or no, and report percent used) |     |    |                                    | 2. Check (X) any of the below listed requirements that you use as a hiring qualification<br><br>(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) |
|-------------|---------|---------------|-------------|

**Connecticut General Statutes Sections 4a-60 and 4a-60a**

**Non-discrimination.** References in this section to "Contract" shall mean this Contract and references to "Contractor" shall mean the Contractor.

(a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:

- (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the state of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the commission advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections 46a-68e and 46a-68f and with each regulation or relevant order issued by said commission pursuant to sections 46a-56, 46a-68e and 46a-68f; (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this section and section 46a-56.
- (b) If the Contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
- (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) Who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise and (3) who are members of a minority, as such term is defined in subsection (a) of section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "Good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
- (d) Determination of the Contractor's good faith efforts shall include but shall not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.
- (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
- (f) The Contractor shall include the provisions of sections (a) and (b) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:
  - (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the

Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said commission pursuant to section 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this section and section 46a-56.

- (h) The Contractor shall include the provisions of section (g) above in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the state and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the commission, the Contractor may request the state of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the state and the state may so enter.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders. For the purposes of this section, "Contract" does not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5)

### INSTRUCTIONS TO BIDDERS

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

### AWARD AND CONTRACT

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



## STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

### INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution and if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

**CHECK ONE:**     Initial Certification     12 Month Anniversary Update (Multi-year contracts only.)  
                    Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

### GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary update, "Execution Date" means the date this certification is signed by the Contractor;
- 3) "Contractor" means the person, firm or corporation named as the contractor below;
- 4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
- 5) "**Gift**" has the same meaning given that term in C.G.S. § 4-250(1);
- 6) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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

**CAMPAIGN CONTRIBUTION CERTIFICATION:**

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

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

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

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

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

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

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

\_\_\_\_\_  
**Printed Name of Authorized Official**

\_\_\_\_\_  
**Signature of Authorized Official**

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

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





# STATE OF CONNECTICUT CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

### INSTRUCTIONS:

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

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

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

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

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

\_\_\_\_\_  
Consultant's Name and Title

\_\_\_\_\_  
Name of Firm (if applicable)

\_\_\_\_\_  
Start Date

\_\_\_\_\_  
End Date

\_\_\_\_\_  
Cost

Cost

Description of Services Provided: \_\_\_\_\_

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

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

If YES: \_\_\_\_\_  
Name of Former State Agency

\_\_\_\_\_  
Termination Date of Employment

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

\_\_\_\_\_  
Printed Name of Bidder or Contractor

\_\_\_\_\_  
Signature of Principal or Key Personnel

\_\_\_\_\_  
Date

Agency

\_\_\_\_\_  
Printed Name (of above)

\_\_\_\_\_  
Awarding State

Sworn and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Commissioner of the Superior Court  
or Notary Public



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

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

**INSTRUCTIONS:**

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

**CHECK ONE:**

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

**IMPORTANT NOTE:**

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

**AFFIRMATION:**

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

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

|                                     |   |
|-------------------------------------|---|
| Signature                           | Date  |
| Printed Name                        | Title   |
| Firm or Corporation (if applicable) |   |
| Street Address                      | City <span style="margin-left: 150px;">State</span> <span style="margin-left: 20px;">Zip</span> |
| Awarding State Agency               |   |

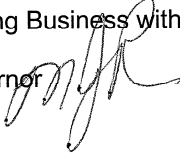




STATE OF CONNECTICUT  
EXECUTIVE CHAMBERS

M. JODI RELL  
GOVERNOR

**MEMORANDUM**

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

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

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

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

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

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

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

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

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

**Campaign Contribution and Solicitation Ban**

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

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

**Duty to Inform**

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

**Penalties for Violations**

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

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

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

**Contract Consequences**

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

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

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

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

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.

**CERTIFICATION OF RESOLUTION:**

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 \_\_\_\_\_, 20\_\_\_\_ 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.

RESOLVED: That the policies of \_\_\_\_\_ comply with the  
 Name of Entity  
 nondiscrimination agreements and warranties of Connecticut General Statutes  
 §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Authorized Signatory

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Printed Name

**CERTIFIED RESOLUTION**

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

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

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

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

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

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

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

\_\_\_\_\_  
(Name), Secretary

(Corporate Seal or "L.S. ")