



REQUEST FOR QUOTATIONS

TO ESTABLISH A

UNIVERSITY CONTRACT

for

LINEN RENTAL PROGRAM

for

**THE UNIVERSITY OF CONNECTICUT
STORRS, CONNECTICUT**

RFQ# B120211-8

Issue Date: 12/2/2011

Bid Due Date:

**Thursday, January 5, 2012
@ 2:00 PM (EST)**

**Issued By: Kristin Allen
Purchasing Agent II
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Email: kristin.allen@uconn.edu
Fax: (860) 486-5051**

INTRODUCTION

The University of Connecticut (hereinafter referred to as “the University”) is seeking bids from experienced and qualified vendors to establish a University contract for Linen Rentals for the University Dining Services Department. Primary routine delivery locations include: South Campus Catering, Shippee Catering, Student Union Catering, and Chuck & Augie’s Restaurant. There will occasionally be the need to deliver to other Dining Service locations. A detailed description of the services required can be found within this document.

It is the University’s intent to establish a primary source for providing these goods and services. However the University reserves the right to make multiple awards resulting from this request for quotation. The lowest overall bid that best meets the needs of the University will become the prime vendor, however, if at any time goods or services cannot be provided by the primary vendor within the desired time frame established by the University; the University will reserve the right to procure goods and services from the secondary or tertiary respondents.

SECTION I
TERMS AND CONDITIONS

1.0 Contract Term

1.0.1 The University is seeking a contract for the period of April 1, 2012 through March 31, 2013 with an option to extend for four (4) additional one (1) year terms or parts thereof. Said option will only be exercised upon satisfactory performance and by mutual written consent of both parties.

1.0.2 Such intent to extend shall be conveyed to the vendor(s) in writing no less than thirty (30) days prior to the effective date.

1.1 Pricing: All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

1.1.1 Price increases are based on documented changes in the vendors laid in cost of product or other discounts allowed and,

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

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

1.2 Value

1.2.1 During fiscal year 2010-2011, the University Linen Rentals were approximately \$100,000.00. It is estimated that approximately \$104,000.00 will be spent in the upcoming fiscal year. This information is provided for informational purpose only and should not be construed as a commitment by the University to purchase any specified quantities or services.

1.2.2 Because the volume of Linen Rentals cannot be predetermined, any contract resulting from this RFQ will not guarantee a specific amount of business, or income. It should also be noted that any contract resulting from this RFQ will not be an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.

1.3 Submission of Bids – Each bidder, by submitting a bid, represents that bidder has:

1.3.1 Read and completely understands the bid documents.

1.3.2 Visited the campus (if necessary) and is familiar with the conditions under which the contract is to be performed.

- 1.3.2.1 Bidder is cautioned to become thoroughly familiar with the location of the proposed service on which quotations are submitted by personal examination thereof before submission of bids. No allowance or concession will be made by the University for any misunderstanding because of the character or extent of goods and services required.
- 1.3.3 Answered all the questions and completed all blank spaces for an offer to be considered responsive. Failure to provide any information or data requested may result in rejection of the offer.
- 1.3.4 Additionally, all bids shall be submitted in a sealed envelope labeled “**Sealed Bid No. B120211-8.**” Your bid must be received in the University Purchasing Department, 3 No. Hillside Road, Unit 6076, Storrs, CT 06269-6076 by **Thursday, January 5, 2012 @ 2:00 p.m.** Any bid received after the time specified for receipt shall not be considered and shall be returned unopened.
- 1.3.5 The complete response to this RFQ shall include:
- 1.3.5.1 An original bid response and one (1) complete copy,
 - 1.3.5.2 List of exceptions to specifications or terms and conditions (if any),
 - 1.3.5.3 An exact copy of the "Form of Bid" included herein,
 - 1.3.5.4 A completed "Bidder Contract Compliance Monitoring Report",
 - 1.3.5.5 Completed, notarized original required affidavits,
 - 1.3.5.6 Non-Discrimination Certification,
 - 1.3.5.7 Signature Authorization Documentation,
 - 1.3.5.8 Three (3) references.
- 1.4 Bid Medium – No oral, telephonic or telegraphic bids or modifications thereof, will be considered. If a bid is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open bids shall decide when the specified time has arrived and no bid received thereafter will be considered.
- 1.5 Bid Format – Bids shall be prepared as an exact copy of the “Form of Bid” included herein. All applicable blank spaces shall be completed by the bidder, either typewritten or in ink.
- 1.6 Bid Form – All pricing must be indicated in the spaces provided in the “Form of Bid” attached hereto.
- 1.7 Exceptions to Specifications – The bidder shall clearly state in the bid any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the bidder will be responsible for compliance with all requirements listed herein. Bidders shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in this bid.
- 1.8 Errors – Bidders shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of these bid documents.
- 1.9 Multiple Bids – The University is seeking RFQ’S which meet its requirements as outlined in this RFQ. If more than one method of meeting these requirements is proposed, each should be labeled “primary”, “secondary”, etc. and submitted separately.
- 1.10 Incomplete Bids – Failure to provide all information requested in this bid shall be cause to reject a bid as non compliant.

- 1.11 Bid Withdrawal – Bid’s may be withdrawn anytime prior to the scheduled opening of the bids. No bid may be withdrawn or modified for a period of sixty (60) days thereafter of bid opening. Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids provided they are then fully in conformance with these general terms and conditions.
- 1.12 Erasures or Corrections – All erasures and/or corrections shall be initialed by the person(s) signing the bid.
- 1.13 Bid Obligations – 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 any ensuing contract.
- 1.14 Signature – An authorized representative shall sign the bid in ink. ANY BID WITHOUT SAID SIGNATURE WILL BE REJECTED.
- 1.15 Bid Ownership – All bids, at bid opening will become the property of the University of Connecticut and will not be returned.
- 1.16 Public Domain – State of Connecticut laws require that at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld from such inspection(s) if clearly identified as such in the bid. Any dispute(s) concerning this condition will be referred to the Office of the Attorney General.
- 1.17 Premature Opening – No responsibility will be attached to any person for the premature opening of any bid which is not properly identified.
- 1.18 Elaborate Brochures – Unnecessarily elaborate brochures or other presentations beyond that sufficient to complete an effective bid are not desired and may be construed as an indication of the bidder’s lack of cost consciousness.
- 1.19 Addenda – Any and all interpretations, corrections, revisions, and amendments shall be issued by the University Purchasing Department in the form of a written addenda to all known holders of the bid documents. All addenda so issued shall become part of the contract documents and shall be acknowledged in the bid.
- 1.20 Qualification of Bidders
 - 1.20.1 The University shall make such investigations as deemed necessary to determine a vendor’s ability to provide the specified goods and/or services and to perform in an expeditious and (workmanlike) manner. The University reserves the right to reject any bid if evidence submitted by, or gained through investigation fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any ensuing contract.
 - 1.20.2 Bids will be considered from vendors with a demonstrated history of successfully providing similar goods and services to other institutions of higher education or private sector corporations with similar volumes and needs.

- 1.20.3 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University may deem necessary to fully establish the performance capabilities represented in the vendor's bid.
- 1.20.4 The University will reject any bid and void any award resulting from this bid to a vendor who makes any material misrepresentation in their bid.
- 1.20.5 The University reserves the right to request a vendor site visit and may use the visit as a basis for accepting or rejecting their bid.
- 1.21 References – All offers shall include three (3) references of bidders customers currently using goods and/or services of the type being offered. At a minimum, the customer's name, the name of a contact person, and a telephone number shall be provided.
- 1.22 Award - Contract award will be based on the lowest overall cost to the University. The costs shall be determined after considering the list prices given and the respective discount/markup offered, delivery, transportation, insurance, and any associated administrative fees.
- 1.22.1 The selected Bidder shall, within ten (10) calendar days after receipt of a "Notice of Award", be issued an official University of Connecticut purchase order.
- 1.22.2 The purchase order, the bid and RFQ document shall represent the entire agreement between the parties. Any other type of agreements invoking this contract will not be signed by the University.
- 1.22.3 The University expressly reserves the right to negotiate prior to an award, any contract which may result from this RFQ.
- 1.23 Acceptance – The University reserves the right to reject any or all bids 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. Non acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected. Firms whose bids are not accepted will not automatically be notified. However, after a contract has been awarded, or after all bids have been rejected, all bidding documents will be placed in the public domain and made available for inspection by interested parties.
- 1.24 Minor Technicalities – The University reserves the right to accept or reject any or all bids and to waive minor technicalities if such a waiver will not substantially change the offer or provide a competitive advantage to any vendor.
- 1.25 Tie Bids – The University Purchasing Department will resolve tie bids which are equal in all respects and tied in price. This will be done by drawing lots, and whenever practical, the drawing will be held in the presence of the bidders who are tied. However, if this is not practical, the drawing will be made in front of three witnesses and said drawing will be documented. Whenever a tie involves a Connecticut firm and a firm outside the State of Connecticut, the Connecticut firm will receive preference. Whenever a tie involves one or more Connecticut firms and one or more firms from outside Connecticut, the drawing will be held among Connecticut firms only.
- 1.27 Contract Termination for Cause: The University may terminate any resulting contract for cause by providing a Notice to Cure to the Linen Rental Supplier citing the instances of noncompliance with the contract.

- 1.27.1 The Linen Rental Supplier 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.
- 1.27.2 If the Linen Rental Supplier and the University reach an agreed upon solution, the Linen Rental Supplier shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 1.27.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
- 1.27.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
- 1.28 Termination for Convenience
- 1.28.1 The University may terminate performance of work under the Contract in whole or in part whenever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.
- 1.28.2 This Agreement shall remain in full force and effect for the entire term of the contract period stated in Section 1.0.1 unless cancelled by the University, by providing the Contractor thirty (30) days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.
- 1.29 Remedies Upon Default – In any case where the vendor has failed to deliver or has delivered nonconforming 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.
- 1.30 Collection for Default – The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
- 1.31 Immunity from Liability – 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 which may result from this solicitation.
- 1.32 Indemnification – The vendor agrees to jointly and severally indemnify and hold the University, its agents, 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 any contract resulting from this BID.
- 1.33 Prevailing Law – The terms and provisions of this RFQ and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 1.34 Assignment – Any contract resulting from this RFQ may not be assigned or transferred by either party without the expressed written consent of the other party.

- 1.35 Acts of God – Whenever a vendor’s place of business, mode of deliver, or source of supply has been disrupted by strike, act of God, or any other disruption it shall be the vendor’s responsibility to promptly notify the University Purchasing Department. The University may elect to cancel all orders on file with the vendor and place said orders with another source.
- 1.36 Responsibility for those Performing the Work – The vendor shall be responsible for the acts and omissions of all the vendor’s employees. The vendor shall at all times enforce strict discipline and good order among the vendor’s employees and shall not employ any unfit person or anyone not skilled in the task assigned. Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such persons shall be prohibited from returning to the work site without written consent from the University.
- 1.37 Statutory/Regulatory Compliance – The successful bidder shall keep informed of, and shall maintain all permits and comply with all applicable laws, ordinances, rules, regulations and order of the State and Federal governments or public bodies having jurisdiction affecting any contract which may result from this bid.
- 1.38 Safety – The successful bidder shall provide all necessary safeguards for safety and protection as set forth by the State of Connecticut, the United States Department of Labor Occupational Safety and Health Administration, and any other government body with jurisdiction pertaining to the performance of any contract resulting from this bid.
- 1.39 Payment Terms – Payment shall be made on a monthly basis, in arrears, only for items actually turned in for that period. 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. However, in the event of a tie bid, prompt payment discounts will be considered.
- 1.40 Promotion – Unless specifically authorized in writing by University Communications on a case by case basis, the successful bidder 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, or promotion; nor (b) to express or imply any endorsement of the 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 bid and/or ensuing agreement such items as are hereby contracted by the University.
- 1.41 Nonappropriation of Funds
Notwithstanding any other provision of this RFQ or any ensuing contract, if funds anticipated for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days written notice documenting the lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

Phone: (860) 486-4930

Fax: (860) 486-0191

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>

1.48 Executive Order No. 3:

This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said

Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

1.49 Executive Order No. 17:

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

1.50 Executive Order No. 16:

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

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

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

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

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

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

1.51 Executive Order No. 7C:

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

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

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
- (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

1.52 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).

1.53 **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

1.54 **Non-Discrimination Certification:**

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

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

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

1.55 **Signature Authorization Documentation:**

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

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.

- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

1.56 SEEC Requirements:

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

1.57 Whistleblower Language:

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

- 1.58 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 complimentary 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

SECTION II SPECIFICATIONS

- 2.0 The University's Dining Services desires to maintain an inventory of approximately 450 linens (including 2000 napkins and 40 skirts) between the four (4) locations (noted in Introduction) on campus with an average of three day a week pick-up and delivery service to each location. The vendor must be able to provide a flexible delivery schedule. Under emergency situations the vendor must be able to deliver any day of the week including weekends with limited notice. The vendor should have sufficient inventory to periodically support multiple high-volume events within the same week.
- 2.1 University Catering is required to stock as many as nine (9) standard linen colors to include white, navy, black, ivory, silver, ruby, burgundy, gold, and hunter. They must also have be the same matching pattern if any. Please attach to your bid response a written or printed listing of other linen colors (solids & prints) which may be available for occasional "theme" events. Indicate which napkin colors are available in pannel cotton/poly blend and indicate pricing if different.
- 2.2 Tablecloths: All tablecloths must be available in 100% Dacron polyester (although other fabrics may be needed on occasion). Standard tablecloth must be 90 x 90. Rounds cannot be sent in place of 90 x 90 square unless specified on order. Rectangular banquet tablecloths must be the same standard size either 54 x 114, 60 x 120, and 90 x 156, whichever the bidder stocks. Mixed sizes in shipments are not acceptable. Tablecloths must be all the same pattern and color ordered. Faded/ damaged linen should be returned for credit and or immediate replacement depending on event timing.
- 2.3 Napkins: All napkins must be available in a cotton/poly blend starched or 100% polyester. Please indicate which type of napkin will be provided as standard as well as available colors in the Form of Bid.
- 2.4 Skirting: Skirting must be available in 100% Dacron polyester, Color: Navy, White, Ivory, Black, Burgundy, Gold, and Hunter solids (other colors may be needed on occasion).
- 2.5 Tuxedo Shirts:
- 2.5.1 Cleaning - Tuxedo shirts are to be dry cleaned, pressed, starched and returned on hangers. Approximately 12-15 shirts are estimated to be cleaned on a monthly basis. Please indicate pricing on the Form of Bid.
- 2.5.2 Very infrequently, tuxedo jackets and vests will require dry cleaning; please indicate pricing for these on the Form of Bid as well.
- 2.6 Chair Covers and Sashes: Please provide pricing for chair covers and sashes to be rented on a very infrequent basis. Estimated numbers are unavailable at this time.
- 2.7 Bidders should be aware that the months of October through December and April through May are the busiest times of the year for the University Dining Division. These requirements are not built into the below estimated usage. Quantities required on-hand during these months could potentially double.
- 2.8 All four (4) Catering facilities must have linen stock and availability. They should not have to rely on one another to provide linens due to company shortages.
- 2.9 Catering locations will not be used as storage for the linen company. Nor will the University accept linens not ordered due to lack of storage at the contracted linen company facility.
- 2.10 The Contract may also be extended to other University departments not specifically mentioned in this document. Extension shall be at established prices for similar items on the schedule and shall be subject to acceptance by the contractors.

- 2.11 Contractor agrees to provide all professional service, all labor, materials, (laundry bags, tags, hangers, and clips for skirting), equipment, tools, insurance, permits and fees (if any), including pickup and delivery.
- 2.12 Normal wear and tear of linens will be mended or replaced at no cost to the University.
- 2.13 The University expects all offers will take into consideration the costs of adequate service for an account of this size. Reasonable service shall include prompt problem solving and physical representation as required by the University coordinator. Any firm awarded a contract will maintain service levels which are deemed by the University to satisfactorily service the account. At a minimum this shall include on-site representation as necessary and a customer service contract at the factory and/or at the dealer. Failure to maintain satisfactory service levels shall be deemed by the University as ample justification to terminate the contract for non-performance.
- 2.14 Multiple location deliveries and pickups shall be on a twice-weekly basis as indicated for each item on the bid schedule. Delivery shall be made direct to the ordering department's receiving platform or linen room at no additional charge and in accordance with the instructions on the purchase order.
- 2.15 Please provide a written narrative with your bid response as to how your firm will handle emergency critical last minute requests from the University. At a minimum please address same day or next day deliveries, any applicable travel charges, minimum orders, cut-off times, etc. The successful bidder will be required to meet regularly scheduled delivery dates and times.
- 2.16 If company has to have product shipped direct we must be informed of this fact prior to shipment and must know the quantity and expected due date of the packages. These types of shipments should meet the regularly scheduled or requested delivery times of the University. Any expenses incurred due to these types of shipments to the University will be reimbursed by the linen company.
- 2.17 Articles to be rented and laundered shall be done in accordance with the best standard commercial methods.
- 2.18 Vendor must describe its loss policy to include at a minimum: How will incoming and outgoing stock be tracked? In what manner will the vendor notify the University of losses? **Note:** Losses not reported in writing within seven (7) days of pick-up will not be reimbursable. Vendor must list replacement costs for all items in the Form of Bid.
- 2.19 Chemicals injurious to fabrics shall not be used.
- 2.20 All work shall be performed under good sanitary conditions.
- 2.21 All workmanship shall be first class. It is intended that these specifications include everything requisite and necessary to complete finished work in every detail. All laundered articles shall be delivered in first-class condition in the correct size and color with no damage or stains.
- 2.22 All articles laundered will be subject to inspection by the ordering agency and any articles showing unsatisfactory workmanship will be returned to the contractor for necessary adjustment at no extra cost to the University. Any such unsatisfactory items must be replaced in a timely manner so as not to have a negative impact on event set-up. This may require immediate same day replacement depending on timing of scheduled events.
- 2.23 Articles tendered for laundering shall be called for and delivery by vendor on such days as may be specified by the agency. The vendor shall furnish approved suitable bags, baskets, or other containers in which laundry will be placed by the agency before delivery to the vendor and shall be returned by latter, segregated and marked or tagged for identification in the same manner as received. The contractor shall furnish all labor for loading or unloading.
- 2.24 Bidders plants are subject to inspection on approval prior to the award of the contract.

2.25 The University values all relationships and partnerships with vendors whom provide product and/or services to us. In the event that a contracted firm for this Linen Rental Program is not awarded the contract after the completion of the current term a professional and amicable parting is in the best interest of both entities during a transition to a new supplier. Please provide the University with a detailed exit plan for this scenario in the Form of Bid. Please address requirements such as procedure for final pick-ups, how damaged items will be handled, a final price list for such items, etc.

**SECTION III
FORM OF BID
RFQ #B120211-8**

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

1/5/2012

1. The undersigned bidder, in response to your Request for Quotation for the above referenced contract, having examined the Request for Quotation, hereby proposes to provide a Linen Rental Program in accordance with the RFQ attached hereto.

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

#1 _____ #2 _____ #3 _____
date date date

2. Bidder understands that the University reserves the right to reject any and all quotations, waive irregularities or technicalities in any RFQ, and accept any RFQ 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 Bid's.
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 is for the rental and cleaning of the items unless specified otherwise. All prices must be FOB Destination – additional shipping charges will not be allowed.**

5.1 Tablecloths: (Reference Section 2.2 for specifications)
(Estimated Usage of Banquet Size Cloths is 200 per Week)

On rectangular banquet tablecloths we wish to have one consistent size. Please bid on and plan to supply either line 5.1.1 or line 5.1.2. Not both.

5.1.1 Banquet Size: 54" x 114"	Each	_____
5.1.2 Banquet Size: 60" x 120"	Each	_____
5.1.3 Banquet Size: 90" x 156"	Each	_____

(Estimated Usage of Round Size Cloths is 60 per Week)

Bid all four sizes

5.1.4 Round Size: 90"	Each	_____
5.1.5 Round Size: 108"	Each	_____
5.1.6 Round Size: 120"	Each	_____

5.1.7 Round Size: 132" Each _____

(Estimated Usage of Square Size Cloths is 200 per Week)
Bid all three sizes

5.1.8 Square Size: 54" x 54" Each _____

5.1.9 Square Size: 72" x 72" Each _____

5.1.10 Square Size: 87" x 87" or 90" x 90" Each _____

5.2 Napkins: (Reference Section 2.3 for specifications)
(Estimated Usage of Napkins is 1500-2000 per Month)

Please indicate whether you are bidding on the Cotton/Poly Blend Starched or 100% Polyester:

Description	Unit	Price
5.2.1 Square Size: 20" minimum Standard Colors	Each	\$ _____
5.2.2 Parnel Cotton/Poly Colors Available (List Below)	Each	\$ _____

Colors available for 5.2.2.: _____

5.3 Skirting: (Reference Section 2.4 for specifications)
(Standard Colors: White, Navy, Ivory, Black, Burgundy, Gold, and Hunter Solids)

Note: Catering uses approximately 20 skirts per day and sends approximately 2 to 3 to be cleaned weekly.

5.3.1 Cost to Rent per Foot for non-standard sizes

House Colors \$ _____ Non-Standard colors \$ _____

5.3.2 Cost to Rent per 13 Foot Piece

House Colors \$ _____ Non-Standard colors \$ _____

5.3.3 Cost to Rent per 13 Foot Piece

House Colors \$ _____ Non-Standard colors \$ _____

5.3.4 Cost to Clean Customer Owned Skirting per Foot \$ _____

5.3.5 Cost for Purchase of New Skirting \$_____ per foot standard colors
 \$_____ per foot non-standard colors
 \$_____ per 13 foot piece standard colors
 \$_____ per 13 foot piece non-standard colors
 \$_____ per 21 foot piece standard colors
 \$_____ per 21 foot piece non-standard colors

5.3.6 Availability of Long Term Rentals? _____yes _____no

5.3.7 Cost for purchase of Skirt Clips per Dozen \$_____

5.3.8 Cost for rental of Skirt Clips per Dozen \$_____

5.4 Dry Cleaning of Tuxedo Shirts: (Reference Section 2.5.1 for specifications)

5.4.1 Men’s Tuxedo Shirt Small \$_____/each

5.4.2 Men’s Tuxedo Shirt Medium \$_____/each

5.4.3 Men’s Tuxedo Shirt Large \$_____/each

5.4.4 Men’s Tuxedo Shirt X-Large \$_____/each

5.5 Dry Cleaning of Tuxedo Jackets \$_____/each

5.6 Dry Cleaning of Tuxedo Vests \$_____/each

5.7 Chair Covers and Sashes: (Reference Section 2.6 for specifications)

5.7.1 Chair Covers \$_____

5.7.2 Chair Covers with Sashes \$_____

6. How will vendor handle emergency deliveries? (Reference Section 2.15 for specifications)

7. Describe your loss policy. (Reference Section 2.18 for specifications)

8. Please include price lists for any additional colors and patterns of linens you have the capability of providing.

9. Please describe Exit Plan. (Reference Section 2.25 for specifications)

10. Standard University of Connecticut payment terms are 2% 15 Net 45.

Please note if your payment terms if different: _____

Signed this _____ day of _____, 20_____

Firm Name: _____

Address: _____

Duly Authorized _____

Title: _____

Email: _____

SECTION IV
BIDDER'S QUALIFICATION STATEMENT
RFQ #B120211-8

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

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

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Years?

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

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

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

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

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

(Attach additional sheet if necessary)

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

Name & Address	Term	Amount	Contact Person	Telephone #
1. _____ _____ _____	_____	_____	_____	_____
			<u>Email:</u> _____	
2. _____ _____ _____	_____	_____	_____	_____
			<u>Email:</u> _____	
3. _____ _____ _____	_____	_____	_____	_____
			<u>Email:</u> _____	

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 2011

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Provide 800 Telephone and Fax numbers, if available

Signature _____

(Print Name) _____

Title _____

Email _____

**SECTION V
CONNECTICUT COLLEGES PURCHASING GROUP**

The University of Connecticut is a member of the Connecticut Colleges Purchasing Group (CCPG), a statewide purchasing consortium of educational institutions. As such, the University would like to extend any product/service pricing resulting from this solicitation for a Linen Rental Program Contract, to all CCPG members as noted below. Please indicate below your preference in this matter.

➤ I (we) agree that any product pricing resulting from this bid will be extended to the members of the Connecticut Colleges Purchasing Group (CCPG), with the same pricing, terms and conditions as proposed herein.

Yes _____

No _____

Signature

(Title)

Printed Name

(Date)

Current Participating Institutions

Albertus Magnus College
 American School for the Deaf
 College Asnuntuck Community College
 Board of Trustees for Community Colleges
 Capital Community College
 Central Connecticut State University
 Charter Oak College
 Connecticut State University System
 Eastern Connecticut State University
 Fairfield University
 Gateway Community College
 Hartford Seminary
 Holy Apostles College & Seminary
 Housatonic Community College
 Kingswood-Oxford School
 Manchester Community College
 Middlesex Community College
 Mitchell College
 Naugatuck Valley Community College

Norwalk Community College
 Quinebaug Valley Community
 Quinnipiac University
 Rensselaer at Hartford
 Sacred Heart University
 Saint Joseph College
 Southern Connecticut State University
 Teikyo Post University
 The Hotchkiss School
 Three Rivers Community College
 Trinity College
 Tunxis Community College
 University of Connecticut
 University of Hartford
 University of New Haven
 Wesleyan University
 Western Connecticut State University
 Yale University

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

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

Campaign Contribution and Solicitation Ban

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

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

Duty to Inform

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

Penalties for Violations

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

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

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

Contract Consequences

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

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

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

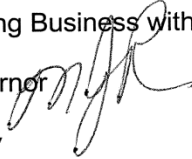
Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

MEMORANDUM

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

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

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

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

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

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

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



STATE 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



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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

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)



