



University of Connecticut  
*Office of the Associate Vice President of  
Finance and Budget*

Procurement Services

**Invitation to Bid  
#CGP093013  
Test and Measurement Equipment**

**Addendum #2**

October 10, 2013

To: All Prospective Firms

From: Cathleen G. Paquette  
Purchasing Agent II

The following are additions clarifications to the referenced ITB. They are to be considered an integral part of the solicitation.

- 1) N9912A FieldFox Handheld RF Power Meter : opt 104 (4 GHz) or 106(6GHz) is required  
**Answer: 106 (6GHz)**
- 2) N9912A ...RF Power Meter: option 311 ( power meter ) is not indicated, but is in the title on the RFQ  
**Answer: Power meter is needed**
- 3) N9912A : Spectrum analyzer options 230, 231,and 235 have not been selected which is of concern since the RFQ includes a request for a near field probe set which is used with a spectrum analyzer and preamplifier.  
**Answer: add option 231**
- 4) DSOX3034A - RFQ states option 2M(4M). Should we quote the memory upgrade option DSOX3MEMUP?  
**Answer: Yes. Upgrade the memory.**
- 5) We were hoping to understand what the products listed will be used for or the application.  
**Answer: The products will be used for various application: Side-channel signal analysis and attacks, differential power analysis, EM analysis, RF, typical electrical test and measurement, etc.**

The due date remains October 17, 2013 at 2:00 p.m. local time.

**Please acknowledge receipt of this addendum on the Form of Bid under item #1.**

*An Equal Opportunity Employer*

3 N. Hillside Road Unit 6076  
Storrs, Connecticut 06269-6076

Telephone: (860) 486-2616  
Facsimile: (860) 486-5051



University of Connecticut  
*Office of the Associate Vice President of  
Finance and Budget*

Procurement Services

**Invitation to Bid  
#CGP093013  
Test and Measurement Equipment**

**Addendum #1**

October 8, 2013

To: All Prospective Firms

From: Cathleen G. Paquette  
Purchasing Agent II

The following are additions clarifications to the referenced ITB. They are to be considered an integral part of the solicitation.

- Agilent Part #81150A – Pulse Function Arbitrary Noise Generator should be part **#81150A-002** which specifies that two (2) outputs are required.
- Part #TOL08938 is manufactured by SparkFun Products.

The due date remains October 17, 2013 at 2:00 p.m. local time.

**Please acknowledge receipt of this addendum on the Form of Bid under item #1.**

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University of Connecticut Purchasing Department

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

**Invitation to Bid  
# CGP093013**

**Test and Measurement Equipment  
For the University of Connecticut**

Date Issued	Pre-Bid Meeting	Bid Due Date	Prepared By	Telephone #
October 3, 2013	NONE	October 17, 2013 @ 2:00 p.m.	Cathleen G. Paquette Purchasing Agent II	(860) 486-2620

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**Section I  
Introduction**

1.0 Summary

The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified vendors to furnish and deliver Test and Measurement Equipment with proven reliability for the University of Connecticut Center for Hardware Assurance, Security and Engineering (CHASE) in Storrs, Connecticut. CHASE is currently located in the Information Technologies Building on the Storrs campus. The center will be moved to the University's Tech Park upon completion of the Innovative Partnership Building (IPB) slated for 2016.

1.1 Time Table

Invitation to Bid Issued	October 3, 2013
Closing date for inquiries	October 10, 2013
Quotations Due	October 17, 2013
Anticipated award date	October 21, 2013

1.2 Errors

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

1.3 Clarifications

A firm requiring clarification or interpretation of the RFQ 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, by e-mail to [cathleen.paquette@uconn.edu](mailto:cathleen.paquette@uconn.edu), or by mail to:

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

1.3.1 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 firms shall not rely upon such interpretations, corrections or changes. The University Purchasing Department shall issue any changes or corrections.

1.3.2 All addenda shall be mailed or delivered to all that 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.

1.4 Communications between the University and the Vendor:

1.4.1 Informal Communications:

From the date of receipt of this ITB by each vendor until a binding contractual agreement exists with the selected vendor and all other vendors have been notified or when the University rejects all bids, informal communications regarding this procurement shall cease.

Informal communications shall include but not be limited to:

- 1.4.1.1 Requests from the vendors to any department(s) at the University, for information, comments, speculation, etc; and
- 1.4.1.2 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

1.4.2 Formal Communications:

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

- 1.4.2.1 Oral Presentations
- 1.4.2.2 Pre-Award Negotiations

1.4.3 **ANY FAILURE TO ADHERE TO THE PROVISIONS SET FORTH IN 1.4.1 AND 1.4.2 ABOVE MAY RESULT IN THE REJECTION OF ANY VENDORS BID OR CANCELLATION OF THIS INVITATION TO BID.**

1.5 Attention to Terms and Conditions

- 1.5.1 The terms and conditions included in this document must be reviewed carefully to ensure full responsiveness to the ITB. The final contract shall be, in form and substance, consistent with applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such Agreements. The purchase order, when duly executed, will represent the entire contract agreement between the parties.
- 1.5.2 Failure to agree to the terms and conditions found herein may cause the vendor's submittal to be non-compliant and subject to rejection. The submittal of a bid shall be conclusive evidence of the bidder's understanding of the University's intent to incorporate such terms and conditions into the final contract.

1.6 Qualification of Respondents

- 1.6.1 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.
- 1.6.2 Firms 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.
- 1.6.3 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.

1.7 Responses

Sealed proposals will be accepted **until 2:00 p.m. local time on October 17, 2013.** Responses received after the deadline will not be considered.

## **Section II Definitions**

- 2.0 The word “University” or “UConn” or a pronoun used in its place shall mean the University of Connecticut main campus in Storrs at Storrs, Connecticut, as well as its satellite campuses in Groton, Hartford, Torrington, Waterbury and Stamford and the UConn Health Center in Farmington.
- 2.1 “Bidder”, “Provider”, “Vendor”, “Firm”, “Contractor” and “Respondent” refer to a company responding to this solicitation.
- 2.2 “ITB” is the abbreviated reference to Invitation to Bid.
- 2.3 “Invitation to Bid” is defined as a competitive procurement process used where the goods or services being procured can be described precisely and price is generally the determining factor.
- 2.4 The terms “quotation” and “bid” refer to the response to be submitted.

### Section III Requirements

#### 3.0 Scope

The equipment specified was selected based on performance requirements. It is not the intent of these requirements to rule out or eliminate any prospective bidder or manufacturer. Bidders may offer alternate brands that meet the specifications. Complete product descriptions of any alternate products must be included in your response. The University, in its sole discretion, reserves the right to accept or reject deviations from the original, identified minimum specifications in selecting the product or service that best meets the needs of the University.

#### 3.1 Equipment and Performance Requirements

Agilent	82357B	USB/GPIB Interface	Adapter
Agilent	10833A	GPIB cable, 1m	Cable
Agilent	10833B	GPIB cable, 2m	Cable
Agilent	E3647A	60W Dual Output Power Supply Two 35V, .8A or 60V, 0.5A	DC Supply
Agilent	33250A	80 MHz Function/Arbitrary Waveform Generator	Function Generator
Agilent	33522A	2-Channel 30 MHz Function/Arbitrary Waveform Generator	Function Generator
Agilent	16801A	34 Ch 4 GHz Timing 250 MHz State Logic Analyzer	Logic Analyzer
Agilent	TOL-08938	8 Channel USB Logic Analyzer (SparkFun Products)	Logic Analyzer
Agilent	E5346A	34-ch single-ended Mictor connector probe, connects to 40-pin LA cable	Logic Probe
Agilent	34410A	Digital Multimeter, 6½ Digit High Performance	Multimeter
Agilent	DSOX3034A	4 ch, 350 MHz oscilloscope, 2(4) GSa/s, 1M(2M), opt 2M(4M)	Oscilloscope
Agilent	N2750A	1.5 GHz InfiniiMode differential probe (2Vpp@2:1/10Vpp@10:1, 200kΩ diff/100kΩ SE)	Oscilloscope Probe
Agilent	N2776A	Differential browser head for N2750A-52A (0.7 pF) (no InfiniiMode)	Oscilloscope Probe
Agilent	81150A	Pulse function Arbitrary Noise Generator	Noise analyzer/generator
Agilent	N9912A	FieldFox Handheld RF Power Meter	RF power meter
Agilent	N9310A	RF signal generator 9kHz - 3 GHz	RF signal generator
Agilent	1141A	Agilent 200 MHz 1:1 Differential Probe	Differential Probe
Agilent	1142A	Agilent Probe Control and Power Module	Power and control for Probes
Langer	RF2	Langer RF2 Near Field Probe Set	EM probes
Langer	PA303	Langer Preamplifier for EM probes	Preamp for EM Probes

3.2 Warranty

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. A copy of the warranty must accompany your firm's bid response. In the event that a repetition of any one defect occurs, indicating the provability of further failure and which can be traced to faulty design, material or workmanship, then the vendor shall not continue to repair or replace with the same material or identical parts, but shall remedy the fault by a complete replacement of the entire defective unit.

3.3 Service Maintenance

Provide a detailed outline of the post-warranty service plan(s) available for the instrument offered. Include basic services as well as annual costs.

3.4 Pricing

Pricing shall include all equipment, labor, materials, tools and incidentals necessary for operation of the equipment as specified.

3.5 Payment Terms

The University's payment terms are 2% 15 days net 45 days. These terms shall be honored unless otherwise stated. The University will authorize payment to the firm after providing satisfactory product/service and receipt of the firm's invoice.

3.6 Invoicing – UConn Main Campus, Branches and Extension Offices

Invoices and inquiries regarding same shall be directed to: The University of Connecticut, Accounts Payable Department, 3 North Hillside Road, Unit 6080, Storrs, CT 06269-6080; (860) 486-4137.

The successful vendor must be able to accept payment by:

Conventional check  
EFT (e-invoicing)

## Section IV Terms & Conditions

**Please note:**

The language provided in Section IV, Terms and Conditions, has been established by the Attorney General's office of the State of Connecticut. The University of Connecticut, as an agency of the State, must adhere to these terms and is not authorized to alter the language.

4.0 Taxes

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 services and/or equipment supplied pursuant to this agreement.

4.1 Additional Costs

Costs associated with every aspect of labor, materials and service necessary to provide the equipment as specified herein must be included in the response. The University shall not be responsible for any costs incurred by the vendor that are not included in the response.

4.2 Prevailing Law

The terms and provisions of this RFP and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.

4.3 Statutory/Regulatory Compliance

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 RFP.

4.4 Remedies Upon Default

In any case where the vendor has failed to deliver or has delivered non-conforming goods or services, the University shall provide a "notice to cure". If after notice the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.

4.5 Collection for Default

The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.

4.6 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.

4.7 Indemnification

The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of any Contract resulting from this solicitation.

4.8 Contract Termination for Cause

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. 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.

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

4.8.2 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 at that time by written notice of such termination.

4.8.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract at that time by written notice of such termination.

4.8.4 The University will be obligated only for those goods or services rendered and accepted prior to the date of Notice of Termination.

4.8.5 Remedies for Default: If the solution mutually agreed upon pursuant to subsection (a) of this Section is not implemented within the thirty (30) days provided in said subsection, the University may procure the subject goods or services from another source and charge any cost difference to the Contractor.

4.9 Contract Termination for Convenience:

4.9.1 The University may terminate any resulting Contract in whole or in part whenever, for any reason, the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

4.9.2 If the Contract is terminated by the University pursuant to this section, the University will provide the Contractor sixty (60) days written notice of such intention. In the event of such termination, the Contract Administrator and/or designee will notify the Contractor by certified mail, return receipt requested. Termination will be effective as of the close of business on the date specified in the notice.

4.10 Assignment/Modification

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.

4.11 Promotion

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.

4.12 Campaign Contribution Restrictions

For all State contracts as defined in Public Act 10-1 having a value in a calendar year of \$50,000 or more or a combination or series of such agreements or contracts having a value of \$100,000 or more, the authorized signatory to this Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice attached hereto as Exhibit A.

4.13 Ethics and Compliance Hotline

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.

4.14 Ethical Considerations

Respondent hereby certifies that: no elected or appointed official or employee or student 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 bid automatically attests this to be true.

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

4.15 Executive Orders

The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

4.16 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) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and

"contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "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; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do 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).

- (b) (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, gender identity or expression, 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; and 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, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 Connecticut General Statutes § 46a-56. 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 projects.

- (c) 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.
- (d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.
- (e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on 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 Connecticut General Statutes §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.
- (f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.
- (g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission 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 Connecticut General Statutes § 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 Connecticut General Statutes § 46a-56.

- (h) The Contractor shall include the provisions of the foregoing paragraph 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 Connecticut General Statutes § 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.

#### 4.17 Disqualification

The University reserves the right to consider as acceptable only those responses submitted in accordance with all of the requirements set for herein, and which demonstrate an understanding of the scope of the work. **Note: Any response offering any terms and conditions other than those included in this document may be disqualified without further notice.**

A respondent may be disqualified and their response automatically rejected for any one or more of the following reasons:

- The bid shows any non-compliance with applicable law.
- The bid is conditional, incomplete, or irregular in such a way as to make the bid indefinite or ambiguous as to its meaning
- The bid has any provision(s) reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The respondent is debarred or suspended.

**Section V**  
**Submittal of Bids**

- 5.0 Each firm, by submitting an offer, represents that the firm has:
- A. Read and completely understands the 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, and 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.

5.1 Form of Bid

Respondents must complete all sections of the *Form of Bid*. Pricing shall be provided in accordance with Paragraph 3.4 of the ITB. **Please note that the spaces provided for acknowledgement of addenda may be left blank if no addenda are issued.**

5.2 Equipment Specificaitons

Responses must include the complete specifications of any alternate brands of equipment offered.

5.3 Exceptions

The vendor shall provide a separate, itemized list of any and all exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the vendor will be held responsible for compliance with all requirements listed herein.

5.4 Bidder's Qualification Statement / References

Complete the *Bidder's Qualification Statement* including a minimum of three (3) references of institutions that have recently purchased products/services of the type being offered. At a minimum, the customer's name, the name of a contact person, an e-mail address and a telephone number shall be provided.

The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and/or services in an expeditious and workmanlike manner. The University reserves the right to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy the University that said vendor is properly qualified to carry out the obligations of the contract.

5.5 Bidders Contract Compliance Monitoring Report

Respondents are required to submit the completed 2-page form for the State of Connecticut regardless of their location.

5.6 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.

#### 5.7 Mandatory Affidavits

The Office of Policy and Management has created new ethics forms effective October 31, 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 at:

[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)

All required forms must be completed and notarized prior to the signing of contracts or the issuance of agency purchase orders.

#### 5.8 Signature Authorization Documentation (Mandatory Submittal):

Signature authorization documentation must be included in your response under the following guidelines in reference to the individual signing the *Form of Bid*.

- 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>

**Please select an appropriate format to be included in your submittal.**

#### 5.9 Multiple Offers

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.

## 5.10 Submittal of Bids

5.10.1 An original and one copy of the Bid must be submitted to:

**The University of Connecticut  
Purchasing Department  
Attn: Cathleen G. Paquette  
3 North Hillside Road, Unit-6076  
Storrs, CT 06269-6076**

no later than 2:00 P.M. (EDT), on October 17, 2013. Offers must be submitted in a sealed parcel identified with the name and address of the firm and the designation "**SEALED BID - #CGP093013**."

5.10.2 Each firm shall be solely responsible for the delivery of their response to the University at the place and before the time as specified. No oral, telephonic or telegraphic responses will be accepted. If a response is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open the responses shall decide when the specified time has arrived and no response received thereafter will be considered. Any response received after the time specified for the receipt of Responses shall not be considered and shall be returned unopened.

5.10.3 The complete response to this solicitation shall include the following documentation:

- Form of Bid
- Complete Specifications of the equipment offered (if applicable)
- Summary of any exceptions
- Bidder's Qualification Statement/References
- Bidder Contract Compliance Monitoring Report
- Non-discrimination Certification
- Gift and Campaign Affidavit (Form 1)
- Consulting Affidavit (Form 5)
- Signature Authorization Document
- Anti-Collusion Affidavit
- Connecticut Economic Impact Form

## 5.11 Incomplete Packages

Failure to provide all information requested in the ITB shall be cause to reject a bid as non-compliant.

## **Section VI Award**

### 6.0 Formation of Agreement

Award will be based on the lowest overall cost to the University. The costs shall be determined after considering the pricing offered, delivery, transportation, insurance and any associated administrative fees. The selected firm shall enter into a contract with the University by acceptance of a purchase order referencing the response to this bid. The purchase order, when duly executed, will represent the entire agreement between the parties.

### 6.1 Minor Technicalities

The University reserves the right to accept or reject any and 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.

### 6.2 Obligations

The contents of the ITB and any clarification thereto submitted by the successful firm shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

### 6.3 Modification Or Withdrawal Of Bids Will Be Executed As Follows:

6.3.1 A bid shall not be modified, withdrawn or canceled by the respondent for a sixty (60) day period following the time and date assigned for the receipt of bids and the respondent so agrees in submitting a bid.

6.3.2 Prior to the time and date assigned for receipt, Bids submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of Bids. Withdrawn Bids may be submitted up to the time designated for receipt of Bids provided they are then fully in conformance with these terms and conditions.

### 6.4 Ownership

6.4.1 Unless otherwise noted elsewhere in this document, all materials submitted in response to this solicitation shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation that would further define or expand the contractual relationship of the University and the successful firm.

6.4.2 The laws of the State of Connecticut require that the contents of all Bids be placed in the public domain and be opened to inspection to interested contained in all responses received; however, respondents should be aware that all materials associated with this solicitation or resulting contract are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations and interpretations resulting therefrom.

### 6.5 Non-acceptance

Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.

### 6.6 Assignment/Modification

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.

## Cover Page for Submittal

University of Connecticut  
ITB #CGP093013  
Test and Measurement Equipment

Due: October 17, 2013

---

(Vendor Name)

The following documentation is attached hereto as part of this submittal:

- \_\_\_\_\_ Form of Bid (pages 19-20)
- \_\_\_\_\_ Complete Specifications of equipment (if applicable)
- \_\_\_\_\_ Summary of Exceptions (if any)
- \_\_\_\_\_ Bidders Qualification Statement/References (pages 21 - 23)
- \_\_\_\_\_ Bidder Contract Compliance Monitoring Report (pages 26 – 27)
- \_\_\_\_\_ Non-discrimination Certification (page 30)
- \_\_\_\_\_ Gift/Campaign Affidavit - Form 1 (pages 31-32)
- \_\_\_\_\_ Consulting Affidavit - Form 5 (page 33)
- \_\_\_\_\_ Signature Authorization document
- \_\_\_\_\_ Anti-Collusion Affidavit (page 34)
- \_\_\_\_\_ Connecticut Economic Impact Form (page 35)

To allow for the effective evaluation of responses, bidders are requested to submit documentation in the order listed.

**Form of Bid  
#CGP093013  
Test and Measurement Equipment**

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

October 17, 2013

1. The undersigned bidder, in response Invitation to Bid for the above referenced equipment, having examined the ITB, hereby proposes to furnish the equipment in accordance with the bid attached hereto.

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

#1 \_\_\_\_\_ date                      #2 \_\_\_\_\_ date                      #3 \_\_\_\_\_ 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. Price – per attached sheet – page 20
6. Payment terms: \_\_\_\_\_
7. This firm is a:  
\_\_\_\_\_ Corporation    \_\_\_\_\_ Partnership    \_\_\_\_\_ Sole Proprietorship    \_\_\_\_\_ Joint Venture    \_\_\_\_\_ Other
8. This firm is Certified by the State of Connecticut as:                      \_\_\_\_\_ WBE    \_\_\_\_\_ MBE    \_\_\_\_\_ Set Aside

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

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

Telephone # \_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_

Fax # \_\_\_\_\_

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

\_\_\_\_\_

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

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

E-mail: \_\_\_\_\_

Vendor: \_\_\_\_\_

**Form of Bid  
#CGP093013  
Test and Measurement Equipment**

<u>Make</u>	<u>Model</u>	<u>Description</u>	<u>Equipment</u>	<u>Quantity</u>	<u>Unit Price</u>	<u>Total Cost</u>
Agilent	82357B	USB/GPIB Interface	Adapter	2		
Agilent	10833A	GPIB cable, 1m	Cable	2		
Agilent	10833B	GPIB cable, 2m	Cable	2		
Agilent	E3647A	60W Dual Output Power Supply Two 35V, .8A or 60V, 0.5A	DC Supply	4		
Agilent	33250A	80 MHz Function/Arbitrary Waveform Generator	Function Generator	2		
Agilent	33522A	2-Channel 30 MHz Function/Arbitrary Waveform Generator	Function Generator	2		
Agilent	16801A	34 Ch 4 GHz Timing 250 MHz State Logic Analyzer	Logic Analyzer	2		
Agilent	TOL-08938	8 Channel USB Logic Analyzer (SparkFun Products)	Logic Analyzer	5		
Agilent	E5346A	34-ch single-ended Mictor connector probe, connects to 40-pin LA cable	Logic Probe	1		
Agilent	34410A	Digital Multimeter, 6½ Digit High Performance	Multimeter	5		
Agilent	DSOX3034A	4 ch, 350 MHz oscilloscope, 2(4) GSa/s, 1M(2M), opt 2M(4M)	Oscilloscope	5		
Agilent	N2750A	1.5 GHz InfiniiMode differential probe (2Vpp@2:1/10Vpp@10:1, 200kΩ diff/100kΩ SE)	Oscilloscope Probe	4		
Agilent	N2776A	Differential browser head for N2750A-52A (0.7 pF) (no InfiniiMode)	Oscilloscope Probe	4		
Agilent	81150A	Pulse function Arbitrary Noise Generator	Noise analyzer/generator	2		
Agilent	N9912A	FieldFox Handheld RF Power Meter	RF power meter	2		
Agilent	N9310A	RF signal generator 9kHz - 3 GHz	RF signal generator	2		
Agilent	1141A	Agilent 200 MHz 1:1 Differential Probe	Differential Probe	3		
Agilent	1142A	Agilent Probe Control and Power Module	Power and control for Pro	3		
Langer	RF2	Langer RF2 Near Field Probe Set	EM probes	2		
Langer	PA303	Langer Preamplifier for EM probes	Preamp for EM Probes	2		
					<b>TOTAL</b>	

**BIDDER'S QUALIFICATION STATEMENT**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_ Women Owned \_\_\_\_\_ Minority Business \_\_\_\_\_ Set Aside Contractor

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

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

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 contacts of similar size and scope including the location, the name, telephone number and e-mail of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Attach separate sheets as necessary.

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 \_\_\_\_\_ 20 \_\_\_\_\_

Name of Organization: \_\_\_\_\_

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

\_\_\_\_\_

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

Signature \_\_\_\_\_ E Mail: \_\_\_\_\_

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

Title \_\_\_\_\_

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

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

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

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

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

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**INSTRUCTIONS AND OTHER INFORMATION**

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

**1) Definition of Small Contractor**

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

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

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

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

## PART I - Bidder Information

(Page 3)

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

## PART II - Bidder Nondiscrimination Policies and Procedures

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

## Part III - Bidder Subcontracting Practices

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

**PART IV - Bidder Employment Information**

Date:

(Page 4)

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

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

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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## EXHIBIT A - SEEC FORM 11

### CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

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

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

#### CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* 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.

#### 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**—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

#### CONTRACT CONSEQUENCES

In the case of a state contractor, contributions made or solicited in violation of the above prohibitions may resulting the contract being voided.

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 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 “Lobbyist/Contractor Limitations.”

## 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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

“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.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.





## 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)**





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

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
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court or Notary Public

AFFIDAVIT TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT )
) ss.:
COUNTY OF \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says:
(Type or print name)
that he or she is the \_\_\_\_\_ of
(Type or print title)

\_\_\_\_\_, who submits herewith
(Type or print name of company/firm)
to the \_\_\_\_\_ attached bid/proposal; that he or she is the person whose name is signed to
the attached bid/proposal is genuine; that the same is not sham or collusive; that all statements of fact therein are true;
and that such bid/proposal as not made in the interest or behalf of any person, partnership, company, association,
organization, or corporation not herein name or disclosed.

Affiant further deposes and says: that the bidder/proposer has not directly or indirectly by agreement, communication
or conference with anyone attempted to induce action prejudicial to the interests of the public body which is to award
the contract, or of any other bidder/proposer, or anyone else interested in the proposed contract; and that the
bidder/proposer has not in any manner sought by collusion to secure for himself/herself/themselves, an advantage over
any other bidder/proposer.

Affiant further deposes and says that prior to the public opening and reading of bids/proposals, said bidder/proposer:

- (a) did not, directly or indirectly, induce or solicit anyone else to submit a false or sham bid/proposal;
(b) did not, directly or indirectly, collude, conspire, connive or agree with anyone else hat said bidder/proposer or
anyone else would submit a false or sham bid, or that anyone should refrain from biding or withdraw
bid/proposal;
(c) did not, in any manner, directly or indirectly, seek by agreement communication, or conference with anyone to
raise or fix the bid price of said bidder/proposer or of anyone else or to raise or fix any overhead profit or cost
element of their price or of that of anyone else;
(d) did not, directly or indirectly, submit their bid/proposal price or any breakdown thereof, or the contents thereof,
or divulge information or data relative thereof, to any corporation, partnership, company, association
organization, bid depository, or to any member or agent, thereof, or to any individual or group individuals,
except to the awarding authority or to any person or person who have a partnership or other financial interest
with said bidder/proposer in their business.

Signed:
\_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Subscribed and sworn to (or affirmed) before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by
\_\_\_\_\_, proved to me on the basis of satisfactory evidence to be the person(s) who appeared
before me.

\_\_\_\_\_  
Notary Public (Notarial Seal)

## Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications.

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

Company Name: \_\_\_\_\_

Location (City, State) of Principal Place of Business: \_\_\_\_\_

\_\_\_\_\_

Date Registered to do Business in Connecticut: \_\_\_\_\_

Number of Connecticut Locations: \_\_\_\_\_

Number of Connecticut Employees: \_\_\_\_\_

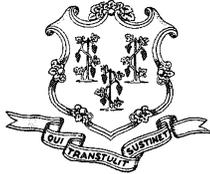
Annual Payroll Paid to Connecticut State Residents: \_\_\_\_\_

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.): \_\_\_\_\_

Annual Rent Paid within Connecticut or value of Real Property: \_\_\_\_\_

Annual Utilities Paid within Connecticut: \_\_\_\_\_

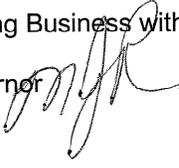
Amount paid to Major partners or suppliers in Connecticut: \_\_\_\_\_



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

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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.