



UNIVERSITY OF CONNECTICUT

INVITATION TO BID

Shower Curtains

ITB #KJ010214

Issue Date: January 2, 2014

Bid Due Date:

January 23, 2014 @ 2:00 P.M. (EST)

Kathleen Joy
Procurement Services
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076
Email: kathleen.joy@uconn.edu

Introduction

The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified dealers and/or manufacturers to supply the University Central Stores warehouse located at 3 North Hillside Road, Storrs, CT with stock Shower Curtains on an *as needed basis*. The primary objectives of this endeavor are to improve services, expedite deliveries, streamline paperwork, reduce administrative costs and contain costs.

In soliciting bids, it is the University's intent to make a single award for Shower Curtains. However, if, in the University's opinion, savings can be realized by making a dual or multiple awards the University will reserve the right to do so. The University will also reserve the right to negotiate by line item, prior to any award, and to place orders in any manner deemed by the University to be in its best interest.

Section I General Conditions

1.0 Errors

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

1.1 Clarifications

1.1.1 A vendor requiring clarification or interpretation of the ITB shall make a written request to the University to be received no later than **5:00 PM (EST) January 15, 2014** via facsimile or email to:

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

1.1.2 Any interpretation, correction, or change of this ITB shall be made by addendum. Interpretations, corrections or changes of the ITB made in any other manner shall not be binding and vendors shall not rely upon such interpretations, corrections or changes. The University Purchasing Department shall issue any changes or corrections.

1.1.3 Addenda – All addenda shall be mailed or delivered to all that are known to have received the ITB. No addenda shall be issued later than seven (7) days prior to the date for receipt of ITB's except an addendum, if necessary, postponing the date for receipt of ITB's or withdrawing the ITB.

1.2 Qualification of Bidders

1.2.1 ITB's will be considered from vendors with a demonstrated history of successfully providing similar goods or services to other institutions of higher education with similar volumes and needs.

1.2.2 Vendors 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 vendor's ITB.

- 1.2.3 The University will reject any ITB and void any award resulting from this ITB to a vendor who makes any material misrepresentation in their ITB.
- 1.2.4 The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their ITB.

1.3 Service and Support Requirements

- 1.3.1 Vendor must provide a sales representative, on an “as needed” basis, who will provide the following services:
 - 1.3.1.1 assist the University with resolving customer service problems, including on-site presence if required,
 - 1.3.1.2 devote as much time as is necessary to effectively meet the needs of the University as they relate to any contract resulting from this bid solicitation.

1.4 Delivery

- 1.4.1 Delivery shall be in strict accordance with the instructions listed on each purchase order – direct to the ordering department premises as directed.
- 1.4.2 The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice.

1.5 Pricing

- 1.5.1 All prices shall remain fixed for the full initial term of the contract, from **date of award** through **December 31, 2014**. Price increases thereafter, and for the duration of this contract, will only be allowed on the annual anniversary date of award and when:
 - 1.5.1.1 the manufacturer issues a new price list,
 - 1.5.1.2 price increases are based on a documented change in the vendor’s net cost of products or other discounts allowed and said documentation is provided to the University,
 - 1.5.1.3 the University is notified in writing of the increase a minimum of thirty (30) business days prior to the effective date,
 - 1.5.1.4 price increases have been negotiated between the successful vendor and the University Purchasing Department. However, in the absence of extenuating circumstances, the plus/minus percentage adjustment shall not exceed the percentage increase/decrease in the United States Bureau of Labor Statistics Producer Price Index.

1.6 Ordering Procedure

The University may issue “Blanket Purchase Orders” under the terms and conditions of any award established as a result of this ITB. In addition, Purchase Orders may be issued for specific items.

- 1.7 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.
- 1.8 Additional Costs
Costs associated with every aspect of delivery, transportation, labor, materials and service necessary to provide the commodity as specified herein must be included in the net pricing. The University shall not be responsible for any costs incurred by the vendor that are not included in the bid response.
- 1.9 Obligations
The contents of the ITB and any clarification thereto submitted by the successful vendor shall become a part of the contractual obligation incorporated by reference into the ensuing contract.
- 1.10 Warranty
The vendor shall unconditionally warrant all products as being free from defects and capable of performing to the requirements of this ITB when operated by the University within the parameters specified in the manufacturer's specifications.
- 1.11 Value
During fiscal year **2012/2013** the University's total annual shower curtain purchases were approximately **\$25,000.00**. This is provided for informational purpose only and should not be construed as a commitment by the University to purchase any specified quantities.
- 1.12 Service
The vendor must be prepared to provide next day response via email or telephone as required by the University to service calls.
- 1.13 Insurance – Within 10 days of notification of award the successful bidder must provide a certificate of insurance that indicates coverage naming the University of Connecticut as additional insured and indicating coverage for a minimum of:
- 1.13.1 Workers Compensation and Employers' Liability:
Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employer's Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee and \$500,000 disease-policy limit.
- 1.13.2 Commercial General Liability:
\$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall included Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate is used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.
- 1.13.3 Automobile Liability:
\$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims for damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, leased, hired or non-owned automobiles used by or for the Contractor in any capacity in connection with carrying out this contract.

1.13.4 Minimum Scope of Insurance:

All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be provided to the University of Connecticut, Purchasing Department. The University of Connecticut shall be named as Additional Insured for liability coverage required under this document. The Contractor's insurer shall have no right of recovery of subrogation against the University of Connecticut and the Contractor's insurance shall be primary coverage. The Certificate Holder Box shall read: University of Connecticut, 3 North Hillside Road, Storrs, CT 06269-6076.

**Section II
Terms & Conditions**

2.0 Term

The initial term of any contract awarded as a result of this ITB will be for one (1) year from date of award through 12/31/14, with options to extend for three (3) additional one (1) year terms or parts thereof. Such intent to renew shall be conveyed in writing by the Purchasing Department to the vendor sixty (60) days prior to the effective date.

2.1 Payment Terms

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

2.2 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 which may result from this Request for Bid.

2.3 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.

2.4 Collection for Default

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

2.5 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.

2.6 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.

2.7 Contract Termination for Cause

The University may terminate any resulting contract for cause by providing a Notice to Cure to the Supplier citing the instances of noncompliance with the contract.

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

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

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

2.7.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

2.8 Termination for Convenience

2.8.1 The University may terminate performance of work under the Contract in whole or in part wherever, if for any reason the University shall determine that such termination is in the best interest of the University and/or the State of Connecticut.

2.8.2 This Contract shall remain in full force and effect for the entire term of the contract period stated in Section 2.0 unless cancelled by the University, by providing the Contractor 30 days written notice of such intention. If the University elects to terminate the Contract pursuant to this provision, the Contract Administrator and/or designee shall notify the Contractor by certified mail, return receipt requested. Termination shall be effective as of the close of business on the date specified in the notice.

2.9 Prevailing Law

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

2.10 Promotion

Unless specifically authorized in writing by University Communications 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 contractor's products or services; nor (c) to use the name of the state, its officials or employees of 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.

2.11 Order Placement

Once a contract is issued, the University will place orders using individual or blanket orders with releases issued by designated persons who will be identified in said orders. Purchase orders will be issued by the University Purchasing Department.

- 2.12 Status of Orders
It is anticipated that the bidder will establish a comprehensive process for monitoring the status of all orders, delivery schedules, etc. Any delays must be brought to the attention of the University within 24 hours prior of quoted delivery date.
- 2.13 Invoices/Acknowledgements/Packing Slips
Each of these documents must be itemized and show the purchase order number. Additionally, invoices must be itemized and presented in a format acceptable to the University.
- 2.14 Packaging
All items, unless otherwise stipulated on the purchase order will be shipped boxed/packaged to conform to appropriate national motor freight classifications, including supplements and re-issues. The option to have items shipped wrapped shall be available. Each piece shall be tagged with the manufacturer's standard identification, production and or expiration dates.
- 2.15 Freight
Unless otherwise noted, prices shall include delivery and transportation charges fully prepaid F.O.B. destination. No extra charges for packing or packages will be allowed. No fuel surcharges will be allowed. There shall be no minimum order amounts.
- 2.16 Shipments
All shipments to the University locations are to be complete single shipments when possible.
- 2.17 Work Hours
The work shall be performed during normal working hours, except as otherwise directed or approved by the University. Normal delivery hours are defined to be between the hours of 8:30 AM to 4:00 PM Monday through Friday.
- 2.18 Responsibility of Those Performing the Work
- 2.18.1 The firm shall be responsible for the acts and omissions of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.
- 2.18.2 The firm shall at all times enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.
- 2.18.3 Incompetent or incorrigible employees shall be dismissed from the project by the firm when so determined by the University, and such persons shall be prohibited from returning to the project without the written consent of the University.
- 2.18.4 Contractor may be requested, at its own expense, to provide the University with a national criminal background check of each employee to be assigned, before employee is to begin work on site. Contractor shall be responsible to provide all background check reports to Contract Coordinator within ten days. Contractor's employees may be rejected by the Contract Coordinator based on these background checks.
- 2.19 Protection of Property
The bidder shall adequately protect the University's personal property during all phases of delivery. The bidder shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.

2.20 Standard Wage Rates

Contractors must comply with all provisions of Substitute Senate Bill No. 1056, **Public Act No. 99-142, An Act Setting Standard Rate Wages for Certain Service Workers**. Information regarding this Public Act and when it applies can be obtained from DOL's web site: <http://www.ctdol.state.ct.us/wgwkstnd/99-142guide.htm>. Questions concerning the provisions and implementation of this act should be referred to Gary W. Pechie, Director, Connecticut Department of Labor, Wage and Workplace Standards Division, 200 Folly Brook Blvd., Wethersfield, CT 06109-1114, (860) 263-6790 or his designated representative.

2.21 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.

2.22 Campaign Contribution Restrictions.

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.

2.25 Ethical Considerations

The proposing vendor must certify that no elected or appointed official or employee of the University benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this ITB, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contract 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.

2.26 Mandatory Affidavits

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

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

the Office of Policy and Management website:

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

2.27 SEEC Requirements:

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

2.28 Non-discrimination:

(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.

2.29 Whistle Blower Protection:

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

2.30 Signature Authorization Documentation:

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

- If the contractor is an individual, who is signing the bid 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 bid 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 bid **ON OR AFTER** the date the bid is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.

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

Section III
Submittal of Bids

3.0 **Each firm, by submitting a Request for Bid, represents that the firm has:**

- 3.0.1 Read and completely understands the ITB documents and attachments thereto.
- 3.0.2 Is familiar with the conditions under which services would be provided, including availability and cost of goods and labor.
- 3.0.3 Understands and agrees that all ITB's must conform to the instructions and conditions contained herein to receive consideration.

3.1 **Information Requirement**

- 3.1.1 Any catalogs or price sheets that pertain to this ITB must be included for this ITB to be deemed responsive.
- 3.1.2 Complete specifications of **alternate brands/products** to those specified must be included with the ITB response to allow for proper evaluation. Samples of same may be required and shall be provided at no cost to the university within five (5) business days of receipt of email request.

3.2 **Exceptions to Terms and Conditions/Specifications**

The vendor shall clearly state, in the ITB, any exceptions to or deviations from these terms and conditions and/or specifications; otherwise, the vendor will be held responsible for compliance with all requirements listed herein. Bidders shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in this ITB.

3.3 **References**

All offers shall include three (3) references currently using shower curtains of the type being offered in a university dormitory environment. Please include name, title, telephone number and email address of a contact person at each institution. **Reference checks will be performed electronically: please notify your references of this future electronic transaction.**

3.4 **Multiple ITB's**

The University is seeking ITB's that meet its requirements as outlined in this ITB. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.

3.5 **Submittal of ITB's**

- 3.5.1 Responses must be submitted **in duplicate** to the University of Connecticut Purchasing Department, 3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076. ITB's submitted by mail must be in an envelope clearly identified with the name and address of the bidder and the designation "ITB #KJ010214 Shower Curtains". **All submittals must be received by 2:00 P.M. (EST) on January 23, 2014.**
- 3.5.2 No responsibility will be attached to any person for the premature opening of any ITB that is not properly identified.
- 3.5.3 Unless otherwise noted elsewhere in this document, all materials submitted in response to this ITB shall become the property of the University of Connecticut upon delivery. All

materials are to be appended to any formal documentation that would further define or expand the contractual relationship of the University and the bidder.

- 3.5.4 The University reserves the right to reject any or all bids received. Non acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected. Firms whose bids are not accepted shall be notified after a binding contractual agreement between the University and the selected vendor exists, or after the University has rejected all ITB's.
- 3.5.5 A vendor shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of the ITB documents.
- 3.5.6 The complete response to this ITB shall include the following documentation:
 - 3.5.6.1 Form of Bid with Market Basket,
 - 3.5.6.2 List of exceptions to terms and conditions (if any),
 - 3.5.6.3 References,
 - 3.5.6.4 Bidder Contract Compliance Monitoring Report,
 - 3.5.6.5 Non-Discrimination Certificate,
 - 3.5.6.6 Original signed and notarized mandatory affidavits (Forms 1 & 5),
 - 3.5.6.7 Signature Authorization Documentation,
 - 3.5.6.8 OPM Ethics Form 7: Iran Certification
 - 3.5.6.9 Non-Collusion Affidavit
 - 3.5.6.10 Connecticut Economic Impact Form
 - 3.5.6.11 A fully executed hard copy of your response,
 - 3.5.6.12 Sample curtain (see Section 5.0.9)

3.6 Minor Technicalities

The University reserves the right to reject any or all ITB submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgement, the best interest of the University will be served. Non-acceptance of an ITB shall mean that another ITB was deemed more advantageous to the University, or that all ITB's were rejected.

3.7 Incomplete Information

Failure to complete or provide any of the information requested herein, including all requested literature, detailed performance and operating specifications and/or additional information as indicated, may disqualify a vendor for reasons of non-responsiveness.

3.8 Modification or Withdrawal of ITB's will be execute as follows:

- 3.8.1 An ITB shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of ITB's and the vendor so agrees in submitting an ITB.
- 3.8.2 Prior to the time and date assigned for receipt, ITB's 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 ITB's. Withdrawn ITB's may be submitted up to the time designated for receipt of ITB's provided they are then fully in conformance with these terms and conditions.

Section IV Award

4.0 Contract Award

- 4.0.1 The University reserves the right to award a contract not based on price alone but on the basis of the ITB which best meets the needs of the University. The University also reserves the right to award by item, groups of items or total ITB.
- 4.0.2 It is the University's intent to make a single award. If at any time during the contract period, the successful vendor is unable to provide the products that meet the University's requirements, the University will be authorized to contact the next lowest bidder. If the next lowest bidder can meet the University's requirements at the same price schedule submitted in response to this Request for Bid, the University Purchasing Department will be authorized to issue a purchase order to meet the emergency requirements.
- 4.0.3 Any vendor awarded a contract resulting from this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the vendor's performance relative to timeliness, accuracy, quality, and cost competitiveness.
- 4.0.4 It should be noted that any contract resulting from this Invitation to Bid will not be an exclusive contract.

4.1 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.

4.2 Presentation

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

4.3 Nonappropriation of Funds

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

Section V Specifications

- 5.0 To receive consideration, the successful bidder shall meet the following service requirements:
- 5.0.1 Solid color nylon shower curtain shall be first quality, heavy-duty 100% Dupont (or acceptable alternate) nylon suitable for use in student dormitories.
 - 5.0.2 Vinyl shower curtains shall be 10 gauge mildew resistant vinyl. They shall have reinforced top hems with no-rust aluminum grommets. The exception would be the 8 gauge window curtain which should be available with either eyelets or rod pockets.
 - 5.0.2 Shower curtain must be easy care, machine washable, no ironing necessary, and flame resistant.
 - 5.0.3 Shower curtain must resist bacteria and mildew.
 - 5.0.4 Nylon shower curtain top header shall have 3 layers of 1 3/8" nylon for strength, reinforced with a bi-directional buckram insert and rust proof metal grommets.
 - 5.0.5 Shower curtain must have full hems on sides and bottom. Bottom hem is reversed to avoid holding water and mildewing.
 - 5.0.6 Nylon shower curtain must have a magnetic strip weight which runs the full length of the hem sewn into bottom hem. The shower curtains the University is currently stocking have the magnetic strip weight that is enclosed along the entire bottom hem; weights only is not acceptable. The curtains are typically used in metal shower stalls.
 - 5.0.7 Nylon shower curtain should be all lock-stitch sewn.
 - 5.0.8 Shower curtains must be shipped in cartons of adequate bursting strength to insure delivery intact.
 - 5.0.9 A single sample must be provided with your bid response. The sample required is the Lt. Blue Nylon Shower Curtain: 48" x 72", metal grommets.
 - 5.0.10 No minimum orders will be allowed.
 - 5.0.11 Freight must be included in each of the submitted prices.
- 5.1 Substitute Products/Approved Equal
- When a brand name is specified, it shall be construed solely for the purpose of indicating the standard or performance, aesthetic effect, quality, and features desired unless expressly stated elsewhere herein. Any other manufacturer will constitute an alternate and must be approved prior to acceptance. Any bid containing a brand that is not of comparable aesthetic effect, quality, performance and features desired must have been represented as a substitute and will not be accepted as an "equal". Any failure to properly represent a bid shall be considered justification for rejecting an offer as non-compliant. The University shall make the final determination regarding the acceptance and/or equivalency of the proposed alternate(s) to these specifications upon its review of the specifications, product data, submittals, and/or sample (if requested) or other information submitted in support of the proposed alternate(s). The University shall further reserve the right to reject any item or group of items determined to be non-compliant as a result of this evaluation.

**Section VI
FORM OF BID
ITB# KJ010214
Shower Curtains**

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

1/23/14

1. The undersigned bidder, in response to your Invitation to Bid for the above referenced goods, having examined the Invitation to Bid, hereby proposes to provide Shower Curtain Products in accordance with the ITB attached hereto.

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

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

2. Bidder understands that the University reserves the right to reject any and all ITB's, waive irregularities or technicalities in any ITB, and accept any ITB in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this ITB shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the ITB's.
4. Bidder hereby certifies that: (a) this ITB 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 ITB; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
5. Pricing: Pricing must be inclusive of freight. Please supply the University with prices for the following list of shower curtain products.
6. Market Basket:

DESCRIPTION	ESTIMATED ANNUAL USAGE	UNIT PRICE	EXTENDED PRICE
SHOWER CURTAIN,NYLON,48" X 72",METAL GROMMETS, MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	1500		
SHOWER CURTAIN,NYLON,72 X 72",METAL GROMMETS,MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	475		
SHOWER CURTAIN,NYLON,48 X 68",METAL GROMMETS,MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	48		
SHOWER CURTAIN,NYLON,48 X 69",METAL GROMMETS,MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	4		
SHOWER CURTAIN,NYLON,72 X 69",METAL GROMMETS,MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	30		

SHOWER CURTAIN,NYLON,48 X 84",METAL GROMMETS,MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	30		
SHOWER CURTAIN,NYLON,BLUE,72" X 76",METAL GROMMETS,MAGNETIC BOTTOM STRIP LIGHT BLUE, WHITE, TAN	12		
SHOWER CURTAIN,VINYL,48 X 72",10 GAUGE,YELLOW OR BLUE	120		
SHOWER CURTAIN,VINYL,54 X 78",10 GAUGE,NO MAGNETIC STRIP,WHITE	84		
SHOWER CURTAIN,VINYL,72 X 72",10 GAUGE,BLUE,YELLOW OR WHITE	120		
SHOWER CURTAIN,VINYL,72 X 76",10 GAUGE,BLUE,YELLOW OR WHITE	12		
SHOWER CURTAIN,VINYL,WINDOW,SINGLE PANEL,36W X 43L,6 GAUGE,EYELETS OR ROD POCKET	80		

Grand Total Extended Price \$ _____

Payment Terms: _____

Delivery Lead Time: _____

Signed this _____ day of _____, 2014

Firm Name: _____

Address: _____

Duly Authorized: _____

Print Name: _____

Title: _____

Email: _____

**PART VII
REFERENCES**

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

References:

Reference #1

Company	
Contact	Telephone No.
Title	Email

Reference #2

Company	
Contact	Telephone No.
Title	Email

Reference #3

Company	
Contact	Telephone No.
Title	Email

Part VIII
BIDDER'S QUALIFICATION STATEMENT
PAGE 1 of 3

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

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

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Years? _____

BIDDER'S QUALIFICATION STATEMENT
PAGE 2 of 3

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)

BIDDER'S QUALIFICATION STATEMENT
PAGE 3 of 3

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 2014

Name of Organization: _____

Address: _____

Telephone: _____

Email: _____

Signature _____

(Print Name) _____

Title _____

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.

COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists

ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.

OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.

BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.

CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.

3) Definition of Racial and Ethnic Terms (as used in Part IV Bidder Employment Information)

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- 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.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

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		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	(X)		
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)
-------------	---------	---------------	-------------



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – Representation
By Entity
For Contracts Valued at Less Than \$50,000

Written representation that complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

represent that I am authorized to execute and deliver this representation on behalf of

_____ and that _____
Name of Entity Name of Entity

has a policy in place that complies with the nondiscrimination agreements and warranties of Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT

GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

I, the undersigned, am a Principal or Key Personnel of the person, firm or corporation authorized to execute this certification 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



STATE OF CONNECTICUT

Written or electronic PDF copy of the written certification to accompany a large state contract pursuant to P.A. No. 13-162 (Prohibiting State Contracts With Entities Making Certain Investments In Iran)

Respondent Name: _____

INSTRUCTIONS:

- CHECK ONE: [] Initial Certification. [] Amendment or renewal.

A. Who must complete and submit this form. Effective October 1, 2013, this form must be submitted for any large state contract, as defined in section 4-250 of the Connecticut General Statutes. This form must always be submitted with the bid or proposal, or if there was no bid process, with the resulting contract, regardless of where the principal place of business is located.

Pursuant to P.A. No. 13-162, upon submission of a bid or prior to executing a large state contract, the certification portion of this form must be completed by any corporation, general partnership, limited partnership, limited liability partnership, joint venture, nonprofit organization or other business organization whose principal place of business is located outside of the United States. United States subsidiaries of foreign corporations are exempt. For purposes of this form, a "foreign corporation" is one that is organized and incorporated outside the United States of America.

Check applicable box:

- [] Respondent's principal place of business is within the United States or Respondent is a United States subsidiary of a foreign corporation. Respondents who check this box are not required to complete the certification portion of this form, but must submit this form with its Invitation to Bid ("ITB"), Request for Proposal ("RFP") or contract package if there was no bid process. [] Respondent's principal place of business is outside the United States and it is not a United States subsidiary of a foreign corporation. CERTIFICATION required. Please complete the certification portion of this form and submit it with the ITB or RFP response or contract package if there was no bid process.

B. Additional definitions.

- 1) "Large state contract" has the same meaning as defined in section 4-250 of the Connecticut General Statutes; 2) "Respondent" means the person whose name is set forth at the beginning of this form; and 3) "State agency" and "quasi-public agency" have the same meanings as provided in section 1-79 of the Connecticut General Statutes.

C. Certification requirements.

No state agency or quasi-public agency shall enter into any large state contract, or amend or renew any such contract with any Respondent whose principal place of business is located outside the United States and is not a United States subsidiary of a foreign corporation unless the Respondent has submitted this certification.

Complete all sections of this certification and sign and date it, under oath, in the presence of a Commissioner of the Superior Court, a Notary Public or a person authorized to take an oath in another state.

CERTIFICATION:

I, the undersigned, am the official authorized to execute contracts on behalf of the Respondent. I certify that:

- [] Respondent has made no direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010. [] Respondent has either made direct investments of twenty million dollars or more in the energy sector of Iran on or after October 1, 2013, as described in Section 202 of the Comprehensive Iran Sanctions, Accountability and Divestment Act of 2010, or Respondent made such an investment prior to October 1, 2013 and has now increased or renewed such an investment on or after said date, or both.

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

Printed Respondent 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)

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 bidding 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)

WARNING: Bids will not be considered unless the affidavit hereon is full executed including the affidavit
of the notary and the 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: _____



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 result in 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. 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.

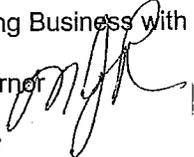
"Principal of a subcontractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (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
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

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

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

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

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

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

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

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

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