



UNIVERSITY OF CONNECTICUT

INVITATION TO BID

JL091214

Supply and Deliver University Copy Paper

**Bid Release Date:
September 12, 2014**

**Bid Due Date:
September 30, 2014 @ 2:00 PM EDT**

Vendor Name

Joseph A. Lastrina
Purchasing Agent I

Issued By: Joseph Lastrina
Purchasing Agent I
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
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PART I OVERVIEW

The University of Connecticut and The University of Connecticut Health Center (hereinafter referred to as the "University") are seeking bids from experienced and qualified vendors to furnish and deliver **copy paper** in accordance with the specifications, terms and conditions of this document.

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

Bidders requiring clarification or interpretation of Invitation to Bid # JL091214 shall make a written request to the University to be received no later than Wednesday, September 17, 2014 via e-mail to: joseph.lastrina@uconn.edu. A response will be provided within three (3) business days from receipt of inquiries.

Any interpretation, correction, or change of this bid shall be made by addendum and originate from the University of Connecticut Purchasing Department in Storrs, CT. Interpretations, corrections or changes of the bid made in any other manner shall not be binding and bidders shall not rely upon such interpretations, corrections or changes. All addenda shall be emailed to all who are known to have received the bid. No addenda shall be issued later than two (2) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the Bid.

Bids will be accepted in the Purchasing Department **until 2:00 p.m., EDT on September 30, 2014**, at which time they will be publicly opened and prices shall be read aloud.

PART II SPECIFICATIONS

Mandatory requirements:

It is the University's intent to establish contract(s) for copy paper as described in the following specifications, terms and conditions. The University reserves the right to request pricing for additional items, as needs arise, during the term of any contract that may result from this Invitation to Bid. **Requests for quotes for items not already priced must be responded to within 24 hours.**

1. No. 4 xerographic paper, Sub. 20, 8-1/2" x 11" as per estimated quantities as cited on Form of Bid.
2. No. 4 xerographic paper, Sub. 20, 8-1/2" x 14" as per estimated quantities as cited on Form of Bid.
3. No. 4 xerographic paper, Sub. 20, 11" x 17" as per estimated quantities as cited on Form of Bid.
4. No. 4 xerographic paper, Sub. 20, 8-1/2" x 11" three hole drilled as per estimated quantities as cited on Form of Bid.
5. No. 4 xerographic paper, Sub. 20, 8-1/2" x 11" colors and estimated quantities as cited on Form of Bid.
6. No. 4 xerographic paper, Sub. 20, 8-1/2" x 14" colors and estimated quantities as cited on Form of Bid.
7. Neon papers, 8-1/2" x 11", 24/60# colors and estimated quantities as cited on Form of Bid.
8. Neon cover stock, 8-1/2" x 11" 65# cover, colors and estimated quantities as cited on Form of Bid.

9. No. 4 xerographic paper, Sub. 20, 11" x 17" colors and estimated quantities as cited on Form of Bid.

Bids will be considered for paper on the University's Approved Brands List ONLY, as follows:

Recycled Paper:

IP Great White Recycled
Georgia Pacific Spectrum Recycled
Boise Aspen Recycled
Cascade Rolland Enviro 30
Cascade Rolland Enviro 100
Domtar Recycled Husky Xerocopy

***Virgin Paper:**

Domtar Copy
Domtar Husky Xerocopy
Hammermill Tidal Mp
Georgia Pacific Spectrum DP
IP Relay Mp
Boise X9

***NOTE: Bid virgin paper only if recycled is not available. The University of Connecticut is committed to buying recycled paper with at least 30% PCW per CGS Chapter 58, Sec. 4a-67e.**

Unless otherwise noted on the Form of Bid, prices quoted are to remain firm for the term of the contract. Should a price increase contingency be outlined on the Form of Bid, the University will only allow for one (1) increase during the one (1) six-month extension available for this contract. However, during the term of this contract, price decreases at the mill level that are passed to the vendor must also be passed on to the University.

Any defective or incorrectly shipped items must be picked up, or call tags sent, within five (5) business days from date of notification. Replacements and/or credits for returned items are to be received within five (5) business days from date of notification.

Packing and Delivery:

The packaging/pallet count must be as specified by bidders on the Form of Bid. The University will meet any minimum delivery requirements by mixing the order.

The University is seeking two (2) pricing models for white copy paper, allowing for an option to take advantage of the potential for a lower cost should a single truckload of the highest volume item be ordered:

- The first pricing model will be based on 8 ½" x 11" (item # 1 of the Form of Bid) in **full truckloads of a single SKU**, with the balance of white paper (items 2 -4 on the Form of Bid, 8 ½" x 14", 11" x 17", and 8 ½" x 11", 3-hole drilled) shall be ordered in **partial truckloads of mixed quantities and products.**
- The second pricing model shall be for all white paper (items 1 – 4) to be purchased in **full truckloads of mixed sizes.**

All orders for color paper shall be ordered in partial truckloads of mixed sizes.

NOTE: The award(s) resulting from this competitive solicitation will likely include both of the above pricing models. At its sole discretion, the University reserves the right to make multiple awards based on this Invitation to Bid as deemed to be in the best interest of the University and at its sole discretion.

Standard delivery interval required for orders is five (5) days from receipt of order. Failure to adhere to this requirement may result in loss of contract.

All deliveries require twenty-four (24) hour notice and shall be directed to one of the following addresses:

University Of Connecticut

Central Stores
3 North Hillside Road, Unit 6114
Storrs, CT 06269-6114
PHONE (860) 486-6297
FAX (860) 486-3061

University of Connecticut Health

263 Farmington Avenue
Farmington, CT 06030
PHONE (860) 679-1965
FAX (860) 679-1964

The University of Connecticut will issue a blanket purchase order immediately after the award of the contract to run through the end of the initial 6-month term.

The University of Connecticut Health Center (UCH) will issue purchase orders and begin ordering once a shipment is required.

Swatch books for all color papers being bid must be submitted with your bid. Failure to comply with this requirement may be sufficient reason to reject bid for noncompliance.

**PART III
TERMS AND CONDITIONS**

Qualification of Bidders

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

Submittal Requirements

1. The bidder shall clearly state, in the submittal, any exceptions to or deviations from these specifications, terms and conditions within a separate document titled "Exceptions to Terms and Conditions"; otherwise, the bidder will be held responsible for compliance with all specifications listed herein.
2. Bidders are cautioned to refrain from including in their offer any substitutions that are not confirmed by written addenda.
3. The University is seeking offers that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", "tertiary",

etc. and submitted under separate cover.

4. Price will include all costs for delivery of the goods to and/or performance of services at the specified department and shall be entered in both written and numerical form on the Form of Bid.
5. Unless otherwise noted, prices shall include delivery and transportation charges fully pre-paid F.O.B. destination. No extra charges for packing or packages will be allowed
6. Costs associated with every aspect of labor, materials and service necessary to provide the goods and/or services as specified herein must be included in the bid. The University will not be responsible for any costs incurred by the vendor that are not included within their bid.
7. The University of Connecticut is exempt from Federal Excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the goods and/or services supplied pursuant to this agreement.
8. The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless stated otherwise on the Form of Bid.
9. All offers shall include at least three (3) references for agreements of similar size and scope satisfactorily delivered, including a brief description of the item(s), the location, the name and telephone number of a contact person familiar with the purchase. Please see Part VI.
10. Each firm, by submitting an offer, represents that the firm has:
 - A. Read and completely understands the bid documents and attachments thereto.
 - B. Is familiar with the conditions under which goods and/or services are to be provided, including availability and cost of goods, labor, shipping and inside delivery to the location specified.
 - C. Understands and agrees that all offers must conform to the specifications, terms and conditions contained herein to receive consideration.
11. Offers shall be submitted as follows:
 - A. The University will receive bids at: The Purchasing Department, 3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076 until 2:00 P.M. (EDT), on the date specified. Bids will be opened and the price information will be publicly read. All offers must be submitted in a sealed envelope.
 - B. The complete response to this solicitation shall include the following documentation:
 1. Part V, Form of Bid;
 2. List of exceptions to specifications or terms & conditions (subject to University approval – the need to hold pricing for the initial 6-month term and to limit price increases to one (1) to coincide with the second 6-month term will not be waived);
 3. Part VI, References;
 4. Bidder Contract Compliance Monitoring Report, (included in Part VII, Attachments);
 5. OPM Ethics Form 1: Gift and Campaign Contribution Affidavit (included in Part VII, Attachments);
 6. OPM Ethics Form 5: Consulting Agreement Affidavit (included in Part VII, Attachments);
 7. OPM Ethics Form 6: Affirmation of Receipt of State Ethics Summary (included in Part VII,)
 8. Nondiscrimination Certification Form C or D (included in Part VII, Attachments);
 9. Certified Resolution (sample included in Part VII, Attachments);
 10. Non-Collusion Affidavit (included in Part VII, Attachments); and
 11. Connecticut Economic Impact Form (included in Part VII, Attachments).
12. All bids must include an exact copy of the "Form of Bid" included with these documents. All applicable blank spaces shall be filled in, typewritten or in ink and amounts shall be shown in both words and figures. If there is a discrepancy between the prices shown in words and figures, the amount shown in words shall

be deemed correct.

13. Bids must indicate the full name of the firm submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts for the firm. The name of each person signing the proposal shall be typed or printed below the signature.
14. Each bidder shall be solely responsible for the delivery of their bid to the University at the place and before the time as specified. Any bid received after the time specified for the receipt of bids shall not be considered.
15. Failure to provide all information requested in the Invitation to Bid and any addendums may deem your proposal noncompliant, disqualifying your firm's offer from consideration.
16. The University reserves the right to reject any or all quotations submitted for consideration in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served.
17. Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.
18. An offer shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of bids and the bidder so agrees in submitting a bid.
19. The contents of the bid and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.
20. The Purchasing Department will resolve tie bids which are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the bidders who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) witnesses and said drawing shall be documented. Whenever a tie involves a Connecticut firm and a firm outside Connecticut, the Connecticut firm will receive preference. Whenever a tie involves two or more Connecticut firms and one or more firms outside Connecticut, the drawing will be held among Connecticut firms only.

PART IV TERMS AND CONDITIONS OF AWARD

1. The vendor shall unconditionally warrant the product as being free from defects and capable of performing to the requirements of this solicitation when operated by the University within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance of the goods specified hereunder, the vendor shall correct all errors subsequently discovered in the design and/or manufacturing not due to the fault and negligence of the University and without additional cost to the University.
2. The terms and provisions of this solicitation and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.
3. Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.
4. Unless specifically authorized in writing by the University on a case by case basis, vendor shall have no right to use, and shall not use, the name of the University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of vendor's products or services; nor (c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the

University.

5. The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract that may result from this solicitation.
6. The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be a part of this agreement or shall be used in the interpretation or construction of this agreement.
7. All items to be furnished hereunder shall meet all applicable State and Federal requirements of the Occupational Safety and Health Act. All alleged violations and deviations from said state and federal regulations or standards of the items or services to be furnished hereunder, must be set forth on the proposed requirements and criteria in the proposal response. Or, if at any later date the items or services contained herein shall not meet all applicable state and federal requirements after the proposer is awarded the contract hereunder, the proposer must notify the University's Director of Procurement & Logistical Services immediately by registered mail.
8. All shipments to the University shall be delivered to Central **Stores, 3 N. Hillside Road**, Storrs, Connecticut, or **263 Farmington Avenue**, Farmington, CT as detailed in Part II, Specifications.
9. The quantities indicated in this bid are estimated only. It is understood and agreed that any blanket order or purchase order issued as a result of this solicitation shall cover only the actual quantities ordered by the department(s) during the term of the order, whether more or less than the quantity estimated herein. Usage previous usage shall not be construed as a guarantee to a specific amount of revenue or business.
10. In any case where the vendor delivered nonconforming paper or paper that does not perform as well as, or better than the samples submitted for testing, the vendor agrees to replace the paper at no cost to the University. Replacement must be within five (5) calendar days. 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.
11. The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
12. Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, is immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract that may result from this solicitation.
13. The vendor agrees to jointly and severally indemnify and hold the University, its agents and successors, and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the state may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and obligations of this agreement.
14. The University may terminate any resulting contract for cause by providing a *Notice to Cure* to the contractor citing the instance of noncompliance with the contract.
 - A. The contractor shall have ten (10) days to reply to the *Notice to Cure* and indicate why the contract should not be terminated and recommend remedies to be taken.
 - B. If the contractor and the University reach an agreed upon solution, the contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the *Notice to Cure*.
 - C. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of the *Notice to Cure* by the contractor, the University reserves the right to terminate the contract.
 - D. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

15. The initial term of this contract shall be six (6) months from the date of award. By mutual agreement of both parties, this contract may be extended for one (1) additional six (6) month period or part thereof. Said option will be exercised only upon satisfactory performance and by mutual consent of both parties to any contract resulting from this bid. Such intent to extend shall be conveyed to the vendor in writing thirty (30) days prior to the effective date.

All pricing shall remain firm for the initial term of the contract. Pricing changes are subject to approval of documentation requesting the changes. Documentation to be submitted will be determined by the University. Only one (1) pricing increase will be allowed as relates to the potential 6-month extension.

16. For any contract resulting from this solicitation, invoices for shipments to the Storrs campus will be sent directly to University of Connecticut, Central Stores at 3 North Hillside Road, Unit 6114, Storrs, CT 06266-6114. Invoices for shipment made to the University of Connecticut Health Center should be directed to the “Bill to” address noted on the purchase order.

17. The University is in the midst of an ambitious, campus-wide building campaign which has resulted in the closing and/or relocation of roads and driveways through the Storrs campus, resulting in traffic congestion and making access to buildings and parking at the University difficult. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University, all Bidders are reminded that the following rules and considerations will be required when making deliveries to any University of Connecticut campus:

- Driving speeds on campus must be kept at a maximum of 25 mph to ensure maximum safety. **Pedestrians have the right of way at all times.**
- All traffic signs, lights or other indicators are to be obeyed. This is of utmost importance given the amount of construction and pedestrians on campus.
- It is preferable that deliveries to any facility loading dock other than Central Stores be made utilizing a maximum sized 24', 6-wheel saddle truck. To facilitate other deliveries, it is imperative delivery trucks have the capability to off load large quantities (pallets) in short periods of time.
Driving on sidewalks, unless otherwise posted, is forbidden. Violators will be ticketed and chronic violators may be barred from doing business with the University. In those areas where sidewalk driving is permitted and required, drivers must employ adequate skills so as to avoid driving on adjacent green spaces.

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

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.

19. Executive Orders of the Governor:

Any Contract awarded pursuant to this solicitation 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.

20. 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, CT06269-5084; 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.
21. The Applicant shall disclose and identify to the University, with its bid, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.
22. **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
23. 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.
24. Signature authorization documentation must be included in your proposal response under the following guidelines in reference to the individual signing this proposal and agreement.
 - If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
 - With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
 - Documentation must clearly state when and how such authorization was given.
 - Documentation must state that the authorization is still in full force and effect.

- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
 - Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
 - Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>
25. With regard to a State Contract as defined in P.A. 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 submission in response to the State's solicitation expressly acknowledges receipt of the State Elections Enforcement Commission's notice, attached hereto as Exhibit A, advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice.
26. An executed Nondiscrimination Certification must also be provided by the Contractor at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806.
- (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 regulate\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.

27. In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn (860-427-7888) or you can view their website at www.nathanhaleinn.com.

**PART V
FORM OF BID
ITB # JL091214**

To: The University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT06269-6076

1. The undersigned bidder, in response to your Invitation to Bid for the above referenced items, having examined the Invitation to Bid, hereby proposes to provide goods and services in accordance with the specifications identified in the bid document. Bidder acknowledges receipt of the following addenda that are a part of the bidding documents:

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

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
4. Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Payment Terms, 2% 15, Net 45 unless stated otherwise: _____
7. Pricing is valid for _____ days (minimum of the initial 6-month term).
8. Delivery _____ days ARO.

9. Signed this _____ day of _____, 20_____

Firm Name: _____

Address: _____

F.E.I.N. or Soc. Sec. #: _____

Authorized Signature _____

Print Name/Title: _____

E-Mail Address: _____

Pricing model # 1:

Single SKU in full truckload(s) for 8 1/2" x 11"; partial truckloads of mixed SKU for balance of WHITE PAPER items.

1. Paper, NO. 4 Xerographic, White 8-1/2" x 11", Sub 20

Estimated one (1) year usage:
Storrs: 94,000 reams
UCH: 61,200 reams
Combined: 155,200 reams

SINGLE SKU, FULL TRUCKLOAD

Cost: \$ _____/Ream

(Cost/ream written out, in words)

Number of cartons per pallet:

Pallets per truckload:

2. Paper, NO. 4 Xerographic, White 8-1/2" x 14", Sub 20

Estimated one (1) year usage:
Storrs: 300 reams
UCH: 1210 reams
Combined: 1510 reams

Cost: \$ _____/Ream

(Cost/ream written out, in words)

PARTIAL TRUCKLOAD

Number of cartons per pallet: _____

3. Paper, NO. 4 Xerographic, White 11" x 17", Sub 20

Estimated one (1) year usage:
Storrs: 800 reams
UCH: 800 reams
Combined: 1600 reams

Cost: \$ _____/Ream

(Cost/ream written out, in words)

PARTIAL TRUCKLOAD

Number of cartons per pallet: _____

4. Paper, NO. 4 Xerographic, White 8-1/2" x 11" 3-Hole Drilled, Sub 20

Estimated one (1) year usage:
Storrs: No usage available
UCH: 300 reams
Combined: 300 reams

Cost: \$ _____/Ream

(Cost/ream written out, in words)

PARTIAL TRUCKLOAD

Number of cartons per pallet: _____

Pricing model # 2:

White paper in full truckloads of mixed sizes; color paper in partial truckloads of mixed sizes and colors.

**1. Paper, NO. 4 Xerographic, White
8-1/2" x 11", Sub 20**

Estimated one (1) year usage:
Storrs: 94,000 reams
UCH: 61,200 reams
Combined: 155,200 reams

Cost: \$ _____/Ream

Specify: Virgin or Recycled

Specify Brand: _____

Number of cartons per pallet: _____

Pallets per truckload: _____

**2. Paper, NO. 4 Xerographic, White
8-1/2" x 14", Sub 20**

Estimated one (1) year usage:
Storrs: 300 reams
UCH: 1210 reams
Combined: 1510 reams

Cost: \$ _____/Ream

Specify: Virgin or Recycled

Specify Brand: _____

Number of cartons per pallet: _____

Pallets per truckload: _____

**3. Paper, NO. 4 Xerographic, White
11" x 17", Sub 20**

Estimated one (1) year usage:
Storrs: 800 reams
UCH: 800 reams
Combined: 1600 reams

Cost: \$ _____/Ream

Specify: Virgin or Recycled

Specify Brand: _____

Number of cartons per pallet: _____

Pallets per truckload: _____

4. Paper, NO. 4 Xerographic, White

8-1/2" x 11" 3-Hole Drilled , Sub 20

Estimated one (1) year usage:
Storrs: No usage available
UCH: 300 reams
Combined: 300 reams

Cost: \$ _____/Ream

Specify: Virgin or Recycled

Specify Brand: _____

Number of cartons per pallet: _____

Pallets per truckload: _____

**5.0- 7569.0015 Paper, NO. 4 Xerographic, Blue
8-1/2" x 11", Sub 20**

Estimated one (1) year usage:
Storrs: 500 reams
UCH: 136 reams
Combined: 636 reams

Cost: \$ _____/Ream

Specify Brand: _____

Specify: Virgin or Recycled

Number of cartons per pallet: _____

**5.1-7569.0023 Paper, NO. 4 Xerographic, Mint Green
8-1/2" x 11", Sub 20**

Estimated one (1) year usage:
Storrs: 500 reams
UCH: 86 reams
Combined: 586 reams

Cost: \$ _____/Ream

Specify Brand: _____

Specify: Virgin or Recycled

Number of cartons per pallet: _____

**5.2 - 7569.0030 Paper, NO. 4 Xerographic, Canary
8-1/2" x 11", Sub 20**

Estimated one (1) year usage:
Storrs: 400 reams

UCH: 19 reams
Combined: 419 reams

Combined: 40 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

5.3 - 7569.0034 Paper, NO. 4 Xerographic, Cherry
8-1/2" x 11", Sub 20
Estimated one (1) year usage:
Storrs: 60 reams
UCH: No usage available
Combined: 60 reams

5.6 - 7569.0047 Paper, NO. 4 Xerographic, Green
8-1/2" x 11", Sub 20
Estimated one (1) year usage:
Storrs: 76 reams
UCH: 40 reams
Combined: 116 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

5.4 - 7569.0039 Paper, NO. 4 Xerographic, Goldenrod
8-1/2" x 11", Sub 20
Estimated one (1) year usage:
Storrs: no usage available
UCH: 80 reams
Combined: 80 reams

5.7 - 7569.0049 Paper, NO. 4 Xerographic, Ivory
8-1/2" x 11", Sub 20
Estimated one (1) year usage:
Storrs: 70 reams
UCH: No usage available
Combined: 70 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

5.5 - 7569.0043 Paper, NO. 4 Xerographic, Gray
8-1/2" x 11", Sub 20
Estimated one (1) year usage:
Storrs: 40 reams
UCH: no usage available

5.8 - 7569.0052 Paper, NO. 4 Xerographic, Orchid
8-1/2" x 11", Sub 20
Estimated one (1) year usage:
Storrs: 190 reams
UCH: 5 reams
Combined: 195 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**5.9 - 7569.0056 Paper, NO. 4 Xerographic, Pink
8-1/2" x 11", Sub 20**
Estimated one (1) year usage:
Storrs: 300 reams
UCH: 50 reams
Combined: 350 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**5.10 - 7569.0062 Paper, NO. 4 Xerographic, Salmon
8-1/2" x 11", Sub 20**
Estimated one (1) year usage:
Storrs: 170 reams
UCH: 44 reams
Combined: 214 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**5.11 - 7569.0064 Paper, NO. 4 Xerographic, Tan
8-1/2" x 11", Sub 20**
Estimated one (1) year usage:
Storrs: 20 reams
UCH: no usage available
Combined: 20 reams

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

5.12 - Provide pricing for 20# xerographic paper for all other colors available. Swatch book must accompany bid response.

Full cartons of same color, 8-1/2" x 11":
Combined Cost: _____ \$ _____/Ream

5.13 - Provide price for full cartons of mixed colors:
Combined Cost: _____ \$ _____/Ream

**6.0 - 7569.0106 Paper, NO. 4 Xerographic, Blue
8-1/2" x 14", Sub 20**

Estimated one (1) year usage:
NO USAGE AVAILABLE

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**6.1 - 7569.0109 Paper, NO. 4 Xerographic, Canary
8-1/2" x 14", Sub 20**

Estimated one (1) year usage:
NO USAGE AVAILABLE

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**6.2 - Paper, NO. 4 Xerographic, Yellow
8-1/2" x 14", Sub 20**

**Estimated one (1) year usage:
NO USAGE AVAILABLE**

Cost: \$ _____/Ream
Specify Brand: _____
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**6.3 - 7569.0117 Paper, NO. 4 Xerographic, Goldenrod
8-1/2" x 14", Sub 20**

**Estimated one (1) year usage:
NO USAGE AVAILABLE**

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**6.4 - 7569.0128 Paper, NO. 4 Xerographic, Green
8-1/2" x 14", Sub 20**

**Estimated one (1) year usage:
Storrs: 20 reams
UCH: 43 reams
Combined: 63 reams**

Cost: \$ _____/Ream
Specify: Virgin or Recycled
Specify Brand: _____
Number of cartons per pallet: _____

**6.5 - 7569.0130 Paper, NO. 4 Xerographic, Ivory
8-1/2" x 14", Sub 20**

**Estimated one (1) year usage:
NO USAGE AVAILABLE**

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**6.6 - 7569.0136 Paper, NO. 4 Xerographic, Pink
8-1/2" x 14", Sub 20**

**Estimated one (1) year usage:
NO USAGE AVAILABLE**

Cost: \$ _____/Ream
Specify Brand: _____
Specify: Virgin or Recycled
Number of cartons per pallet: _____

**7.0 - 7569.0238 Paper 24/60 colored text, Neon such as
Fraser Brights or Hopper Hots assorted
colors. (Swatch book must be supplied)
8-1/2" x 11"**

**Estimated one (1) year usage:
Storrs: 154 reams
UCH: 19 reams
Combined: 173 reams**

Based on full cartons of assorted colors:

Cost: \$ _____/Ream

Number of cartons per pallet: _____

7.1 - Based on full cartons of all same color:

**9.1 - Paper, NO. 4 Xerographic, Blue
11" x 17", Sub 20**

Estimated one (1) year usage:

NO USAGE AVAILABLE

Cost: \$ _____/Ream

Cost: \$ _____/Ream

7.2 - Based on less than full carton:

Specify Brand: _____

Cost: \$ _____/Ream

Specify: Virgin or Recycled _____

Specify Brand: _____

Number of cartons per pallet: _____

Number of cartons per pallet: _____

**8. - 7569.0264 Paper, 65# Cover, Neon such as Fraser
Brights or Hopper Hots Assorted Colors,
8-1/2" x 11, 65#, 250 sheets/pack (Swatch
book must be supplied)**

**9.2 - Paper, NO. 4 Xerographic, Assorted Colors
11" x 17", Sub 20; (Swatch book must be
supplied)**

Estimated one (1) year usage:

NO USAGE AVAILABLE

Estimated one (1) year usage:

Storrs: 31 packs

UCH: 8 packs

Combined: 39 packs

Based on ordering by packs of 250:

Based on full cartons of assorted colors:

Cost: \$ _____/Ream

Cost: \$ _____/Ream

9.3 - Based on full cartons of all same color:

Specify Brand: _____

Cost: \$ _____/Ream

Number of cartons per pallet: _____

9.4 - Based on less than full carton:

Cost: \$ _____/Ream

Specify Brand: _____

Number of cartons per pallet: _____

**9.0 - 7569.0142 Paper, NO. 4 Xerographic, Canary
11" x 17", Sub 20**

Estimated one (1) year usage:

NO USAGE AVAILABLE

Cost: \$ _____/Ream

Specify Brand: _____

Specify: Virgin or Recycled _____

10 Indicate any minimum order requirements for the above paper (reference item #, for example 1, 2, 5.1, 5.2, etc.):

11. Order will be placed by fax and/or email. Please provide contact information for order submission (NOTE: MUST ACCOMMODATE BOTH FAX AND EMAIL SUBMISSION OF PURHCASE ORDERS):

Contact person

Fax Number

Email address

12. NOTE: The University must be able to meet minimum shipping quantity by mixing the order (notwithstanding pricing model # 1 above). Please acknowledge acceptance below.

13. Delivery shall occur no more than _____ days after receipt of order.

14. Delivery time must be accurate and will be considered in making an award. Deliveries must be quantities as specified. Please acknowledge acceptance below.

15. Unless otherwise indicated in the space below, prices quoted are to remain firm for the term of the contract, inclusive of extensions (the answer to item 15 must correspond to the answer to question 7 of the Form of Bid).

Signature below notates information contained with items 10 – 15 are true and accurate.

Signature

Print Name

Vendor Name

Date

**PART VI
REFERENCES**

Bids shall include three institutions of similar or the same size where your company currently has a contract to provide copy paper. Please include name, title, telephone number **and e-mail address** of a contact person at each institution.

Reference #1 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email Address: _____

Phone: _____

Reference #2 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Email Address: _____

Phone: _____

Reference #3 - Required

Client/Company: _____

Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____

Phone: _____

Email Address: _____

(Additional Reference Information May Be Attached On a Separate Sheet)

PART VI - ATTACHMENTS

**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 A good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

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

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

PART I - Bidder Information

(Page 3)

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

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__
--	--

PLEASE COMPLETE REVERSE SIDE

PART IV - Bidder Employment Information

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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INSTRUCTIONS TO BIDDERS

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

AWARD AND CONTRACT

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

I, the undersigned, am 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)

My Commission Expires



STATE OF CONNECTICUT AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY

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

INSTRUCTIONS:

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

CHECK ONE:

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

IMPORTANT NOTE:

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

AFFIRMATION:

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

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

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

Awarding State Agency



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)

NON-COLLUSION AFFIDAVIT

TO ACCOMPANY PROPOSALS OR BIDS

STATE OF CONNECTICUT)
) **ss.:**
COUNTY OF _____)

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

_____, who submits herewith
(Type or print name of company/firm)

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

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

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

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

Signed:

Name: _____

Title: _____

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

Notary Public

(Notarial Seal)

Connecticut Economic Impact Form

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

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

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

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

Amount paid to Major partners or suppliers in Connecticut: _____

CERTIFIED RESOLUTION

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

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

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

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

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

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

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

(Name), Secretary

(Corporate Seal or "L.S. ")

EXHIBIT A - SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION
Rev. 1/11

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

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

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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

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

On and after January 1, 2011, no state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor* or *principals of the subcontractor* on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

DUTY TO INFORM

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

PENALTIES FOR VIOLATIONS

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

Civil penalties—Up to \$2,000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of up to \$2,000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. 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 *mjr*
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.

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