



The University of Connecticut

REQUEST FOR PROPOSAL

100' Minimum, Rear Mounted Aerial Platform

RFP Number: LM100714-1

Proposal Release Date

October 20, 2014

Proposal Due Date:

October 31, 2014; 2:00 PM

Issued By: Lisa Mieszkowicz
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-8054
Fax: (860) 486-1953
Email: lisa.mieszkowicz@uconn.edu

TABLE OF CONTENTS

Part I	Overview
Part II	Demographics
Part III	Definitions
Part IV	Introduction
Part V	Terms and Conditions
Part VI	Requirements
Part VII	Performance Specifications and Vendor Requirements
Part VIII	References
Part IX	Bidder's Qualification
Part X	Attention Vendors
Part XI	Form of Proposal
Part XII	Notification to Bidders
Part XIII	Instructions to Bidders
Part XIV	Award and Contract
	Affidavits

Attachments- Draft Contract (To Follow in Addendum)

PART I

OVERVIEW

The University of Connecticut is soliciting proposals from qualified vendors to provide the University of Connecticut's main campus in Storrs with a newly manufactured 100' Minimum, Rear Mounted Aerial Platform. The specifications and requirements which must be addressed in vendors' responses can be found in Part VII, Performance Specifications and Vendor Requirements.

PART II

DEMOGRAPHICS

The University is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, the UConn School of Law in Hartford, the UConn School of Social Work in West Hartford, the Graduate Business Learning Center in Hartford, and the UCONN Health Center (UCHC) in Farmington. In addition there are eight Cooperative Extension Offices located in Bethel, West Hartford, Torrington, Haddam, North Haven, Norwich, Vernon and Brooklyn.

For detailed information about the University of Connecticut, please refer to the Web site at:

<http://www.uconn.edu/about/>

PART III

DEFINITIONS

- 3.0 University of Connecticut, University, School and UConn refer to the University of Connecticut.
- 3.1 "Bidder", "Contractor", "Proposer", "Firm", "Respondent" and "Vendor" refer to a Company responding to this Request for Proposal.
- 3.2 "Newly Manufactured" refers to new build after contract award date.
- 3.3 "RFP" is the abbreviated reference to Request for Proposal. Request for Proposals (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their services to be considered. The RFP process being used in this case should not be confused with the Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. With RFP's however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected vendor.

PART IV

INTRODUCTION

- 4.0 **Scope:** The University of Connecticut is seeking proposals from qualified vendors to provide a newly manufactured 100' Minimum, Rear Mounted Aerial Platform. The successful firm shall propose the equipment that meets the stated minimum requirements and specifications. The bidder must note in writing any deviations or exceptions to these requirements. The bidder must fully complete the checklist. Manufacturers specification sheets alone will not be acceptable as proof of qualification. Failure to note specific exceptions may be grounds for proposal rejection and failure to complete the checklist accurately may be grounds for proposal

4.1 Terms and Conditions: The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated Contract issued will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such contract. The failure of any respondent to receive or examine any contract, document, form, and addendum or to visit the sites and acquaint itself with conditions there-existing will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Purchase Order.

The University of Connecticut reserves the right to reject any bid that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

4.2 Specifications: The specifications in Part VII must be responded to on a point-by-point basis so the University can evaluate how the proposer plans to meet these requirements. Vendors must use the RFP numbering scheme in their response to allow for efficient evaluation.

4.3 Estimated Timetable: The following schedule will apply to this RFP.

Release of RFP	October 20, 2014
Fire Truck Trade-In Site Visit	October 24, 2014 @ 9:00 AM (EST)
Closing Date for Inquiries	October 28, 2014
Submission of RFP Due	October 31, 2014; 2:00 PM(EST)
Vendor Presentations (if necessary)	To be determined

4.4 Non-Mandatory Pre-Proposal Site Visit: A *non-mandatory* pre-proposal site visit will be held as stated below. The purpose of the site visit is to evaluate the trade-in value of the 1994, 100' Rear Mount platform Pierce Arrow Fire Truck. Not attending does not relieve the vendor of obtaining all the necessary information for providing an accurate response to the RFP.

Date/Time: Friday October 24, 2014 @ 9:00 AM (EST)

Location: University of Connecticut Public Safety Dept., 126 No. Eagleville Rd. Storrs, CT

Note: RSVP by 9:00 am (EST) October 22, 2014 via email: lisa.mieszkowicz@uconn.edu

4.5 Inquiries: Direct all inquiries relative to the conditions and specifications listed herein to:

Lisa Mieszkowicz
University of Connecticut
Procurement Services
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-8054 Fax: (860) 486-1953
Email to: lisa.mieszkowicz@uconn.edu

4.6 Submission Format: The following process so described is intended to ensure that all vendors have equal access to information relative to this RFP. No information communicated verbally shall be effective unless confirmed by written communication from the Purchasing Department of the University of Connecticut.

In all cases, no verbal communication will override written communications and only written communications are binding.

- 4.7 An electronic copy, one (1) original and three (3) copies of the proposal must be submitted in a sealed envelope or box and sent to:

University of Connecticut
Procurement Services
Attention: Lisa Mieszkowicz
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Reference RFP No. LM100714-1

On or before 2:00 (EST) on October 31, 2014

*****IMPORTANT NOTE*****

Any RFP proposal received after the date and time stated above will not be considered and will be returned to the Vendor unopened.

- 4.7.1 Proposals should be presented in a format that can easily be incorporated into a contract between the proposer and the University of Connecticut, encompassing the guidelines detailed in the Request for Proposal as required by the University. Faxed proposals will not be accepted.
- 4.7.2 Each proposal must include a table of contents with page numbers for each of the required components of the proposal.

→ All proposals must include a point-by-point response to ALL sections of this RFP. Each response must be cross-referenced to the corresponding numbered item in this RFP and described in as much detail as possible. No fewer than an original and three (3) copies of the proposal shall be submitted. Additionally, to facilitate photocopying, if needed, proposals must be three - (3) hole punched and submitted in three-ring, loose-leaf binders.

Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information required to accompany the proposals may cause a rejection of the proposal as non-compliant. The University reserves the right to request additional information and/or presentations, if clarification is needed.

If you require additional space to completely answer any of the questions contained in this proposal document, include attachments and identify your response by page number, section heading, and specific section number. All proposals must be submitted in a sealed envelope and labeled as noted in Section 4.7. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

Faxed, e-mailed or electronic attachments are not acceptable means of submitting a proposal and will be rejected as non-conforming. If you intend to use an express delivery service, it is recommended that you stress the need to deliver your package to the building and office designated above. Packages delivered by express mail to other locations might not be re-delivered to the appropriate address in time to be considered.

Proposals that do not substantially conform to the contents of the bid request, consequently altering the basis for proposal comparison, may be disregarded and considered as unresponsive.

- 4.7.3 All required signatures must be affixed in Parts IX, XI, XII, and XV.
- 4.7.4 At the specified time stated in 4.3, all proposals received as stipulated, shall be publicly opened and dated. However, due to the complexity of the bid, only the names of the respondents will be read, as no

immediate decision will be made. All information will be confidential until after review and action by the Evaluation Committee. All interested parties are; however, welcome to attend the bid opening.

4.7.5 Confidential Information: The University treats Proposals as confidential until after the award is issued. At that time they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information, which it believes is exempt from disclosure under the act, that respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

4.8 Completed RFP's: Each vendor must respond to, and be capable of, supplying all services and equipment outlined in the RFP specification.

4.9 Addenda to the RFP: If it becomes necessary to revise any part of this RFP, notice of the revision will be given in the form of an addendum to all prospective proposers who are on record with the Purchasing Department as having received this RFP. All addenda shall become a part of this RFP and will be posted on the University of Connecticut Purchasing Department website, as well as the State of Connecticut Department of Administrative Services Procurement website.

Receipt of addenda must be acknowledged by each proposer, and the failure of a proposer to acknowledge any addendum shall not relieve the proposer of the responsibility for complying with the terms thereof. All addenda must be signed by an authorized Respondent representative and returned with the proposal on or before the proposal opening date. Failure to sign and return any and all addendum acknowledgements shall be grounds for rejection of the proposal response. (See Section XI, Form of Proposal.)

PART V

TERMS AND CONDITIONS

The following terms and conditions will govern in the submission and evaluation of proposals and the award of a contract. Vendors are requested to carefully review the terms and conditions, as they will become part of any subsequent agreement and award.

5.0 Contract Status: The response to this RFP will be considered an offer to contract. Final negotiations on the highest evaluated offer will be conducted to resolve any differences and informalities.

5.1 Contract Termination for Cause: The University may terminate any resulting contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

5.1.1 The Vendor 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.

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

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

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

5.2 Contract Modification: All changes to the contract must be agreed to, in writing, by both parties prior to executing any change.

5.3 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University.

5.4 Notification of Selected Vendor: It is the University's intention to review proposals, complete contract negotiations on or before December 1, 2014. All Vendors will receive written notification of this action after the University of Connecticut Evaluation Committee has approved the selection.

5.5 RFP Status and Submission Information:

5.5.1 RFP Acceptance/Rejection: The University reserves the right to cancel this Bid, to reject any or all proposals received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract not based solely on the lowest cost, but based on an offer which, in the sole opinion of the University, best fulfills or exceeds the requirements of this RFP and is deemed in the best interest of the University. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University or that all proposals were rejected. Firms whose proposals are not accepted shall be notified after a binding contractual agreement between the University and the selected bidder exists or after the University has rejected all proposals.

5.5.2 RFP Submittals: Any exceptions and/or alternates must be stated in the response to the RFP. Failure to provide required data to allow for evaluation of the RFP or failure to complete the accompanying documents may be grounds for rejecting the RFP.

Further, the University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFP. Further, this bid creates no obligation on the part of the University to award a contract. The company's bid will represent its best and final offer.

- 5.5.3 Effective Period of Proposals:** The proposals submitted must remain in effect for a minimum period of one hundred twenty (120) days after the closing date to allow time for evaluation, approval and award of the contract.
- 5.5.4 Minor Defects:** If, during the evaluation process, the University determines that a particular mandatory requirement may be modified or waived and still allow the University to obtain goods/services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all bidders, and all proposals will be re-evaluated in light of the change.
- 5.5.5 Withdrawal of Proposals:** A proposal shall not be modified, withdrawn or canceled by the bidder for a period of one hundred twenty (120) days following the date and time assigned for the receipt of proposals.
- Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The Coordinator, as identified in paragraph 4.7, shall receive such written notice.
- Modified proposals may be submitted up to the time designated for receipt of the proposals as noted in paragraph 4.6 provided they are then fully in conformance with these terms and conditions.
- 5.5.6 Sales Tax Exemption:** The University of Connecticut is exempt from Federal Excise taxes and no payment will be made for any taxes levied on the contractor's employees' wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplies pursuant to this Agreement.
- 5.5.7 Indemnification:** The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this Agreement.
- 5.5.8 Liens:** The successful Vendor shall keep the University free and clear from all liens asserted by any person or firm for any reason arising out of the furnishing of equipment and services by or to the Vendor.
- 5.5.9 Choice of Law and Venue:** The terms and provisions of this RFP and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 5.5.10 Actions of Vendor:** The actions of the successful Vendor with third parties are not binding upon the University. The Vendor is not a division of the University, partner or joint venture of/with the University.

5.6 Pre-Award Presentations and Negotiations:

- 5.6.1 Pre-Award Presentations:** As a part of the evaluation process, the University may require presentations from the highest ranked proposers. If a bidder is requested to make a presentation, the bidder will make the necessary arrangements and bear all costs associated with the presentation.
- 5.6.2 Award Negotiations:** Selection may be made without further discussion or negotiation; therefore, proposals should be submitted on the most favorable terms, which can be submitted in response to this Request for Proposal. Proposals must demonstrate an understanding of the scope of work and the ability to accomplish the tasks set forth and must include information that will enable the University to determine the Vendor's overall qualifications. The University reserves the right to request additional information or clarification on any matter included in the proposal. Prior to the award, the University may elect to conduct negotiations with the highest ranked proposers for purposes which include:

5.6.2.1 Resolving minor differences and informalities

- 5.6.2.2 Clarifying necessary details and responsibilities
- 5.6.2.3 Emphasizing important issues and points
- 5.6.2.4 Receiving assurances from proposers
- 5.6.2.5 Exploring ways to improve the final contract

5.7 Standard Terms and Conditions:

- 5.7.1 **Business Relationship Affidavit:** The proposer must certify that no elected or appointed official or employee of the University has benefited or will benefit financially or materially from the proposed Agreement. The University may terminate any Agreement 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.

- 5.7.2 **Equal Employment Opportunity Requirements:** In entering into any contract resulting from this RFP, the proposer agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated Executive Order No. Three of Governor Thomas J. Meskill promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973.

The proposer shall not discriminate against any employee or applicant for employment because of race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability, or any other group covered by law. The proposer shall take affirmative action to ensure applicants are employed and the employees are treated during employment without regard to their race, creed, color, religion, national origin, sex, age, sexual orientation, physical or mental disability or any other group covered by law, except where it relates to a bona fide occupational qualification.

- 5.7.3 **Federal, State and Local Taxes, Licenses and Permits:** The successful Vendor will comply with all laws and regulations on taxes, licenses and permits.

- 5.7.4 **Waiver of Rights:** No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitations of University's rights under any resulting contract.

- 5.7.5 **Prior Course of Dealings:** 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.

- 5.7.6 **Warranty:** The proposer warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with industry standards. If the proposer knows of the purchaser's intended use, the proposer warrants that the goods or services are suitable for the intended use.

5.8 Responsibilities of the Vendor:

- 5.8.1 **Observing Laws and Regulations:** The Vendor shall keep fully informed of and shall faithfully observe all laws, national and state, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of supplier's employees, and he shall protect and indemnify the University, its officers, and agents against any claims of liability arising from or based on any violation thereof.

- 5.8.2 **Representations:** Each firm, by submitting a proposal, represents that it:
 - 5.8.2.1 Has read and completely understands the proposal documents.
 - 5.8.2.2 Is totally familiar with the conditions under which the work is to be performed including availability and cost of labor and materials.

5.9 Repairs to Property Damage: Existing facilities damaged during installation and/or service by the Vendor, the

Vendor agents or employees, shall be repaired and left in as good condition as found. All repairs shall be accomplished at no cost to the University.

5.10 Vendor Code of Conduct: In furtherance of its longstanding commitment to fundamental human rights, to the dignity of all people, and to the environment, the University has developed the Code of Conduct for University of Connecticut Vendors (the "Vendor Code of Conduct"). Contractor hereby acknowledges receipt of the Vendor Code of Conduct. A copy of the Vendor Code of Conduct is available at <http://csr.uconn.edu/>. The Vendor Code of Conduct is hereby incorporated herein by reference to the extent Contractor is required to comply with the same pursuant to this section. Contractor agrees to comply with the "Principal Expectations" described in the Vendor Code of Conduct. Contractor further agrees to comply with the "Preferential Standards" described in the Vendor Code of Conduct, to the extent a commitment to so comply, or a representation of compliance, was provided by Contractor to the University in writing. Any such commitment or representation is hereby incorporated herein by reference. Contractor agrees to provide the University with such evidence of Contractor's compliance with this section as the University reasonably requests and to, at the request of the University, provide a comprehensive, annual summary report of Contractor's corporate social and environmental practices

5.11 Delivery Requirements:

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

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

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

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

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

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

Visitor Parking

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

Load Zones

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

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

5.12 Insurance: The Contractor for the duration of this Contract, including any extension of the original Term, must carry insurance to protect the interests of the University and the State of Connecticut. The Contractor must obtain statutory workers' compensation and employers' liability insurance, comprehensive automobile liability insurance, commercial general liability insurance, and professional services liability insurance to not less than the minimum limits as required in this Section, all at no cost to the University and the State of Connecticut.

1. Statutory Workers' Compensation and Employers' Liability:

- a. Workers' Compensation: Statutory limits
- b. Employers' Liability:
 - Bodily injury by accident: \$100,000 each accident
 - Bodily injury by illness: \$100,000 each employee
 - \$500,000 policy limit

2. Commercial General Liability:

- Combined single limit: \$1,000,000 each occurrence
- \$2,000,000 annual aggregate

3. Comprehensive Automobile Liability (to include owned, non-owned, and hired vehicles):

- Combined single limit: \$1,000,000 each occurrence

4. Umbrella Liability:

- \$2,000,000 each occurrence
- following form

5. Professional Services Liability Insurance: (If Applicable) The Contractor will furnish evidence, by way of a certificate of insurance, that it has obtained a professional services liability insurance policy with \$1,000,000.00 minimum coverage for negligent errors and omissions. If any claims are made against its professional services liability insurance policy, the Contractor agrees to purchase additional insurance in order to maintain the minimum coverage of \$1,000,000.00. The insurance will remain in effect during the entire duration of this Contract and for eight (8) years after substantial completion of the Project. For policies written on a "Claims Made" basis, the Contractor agrees to maintain a retroactive date prior to or equal to the effective date of this Contract. The Contractor will contractually require any architectural or engineering firm it hires to maintain professional liability insurance in the same amount and with the same provisions indicated above. The Contractor's policy will provide coverage for the Contractor's obligation under Section 3.6 of this Contract to indemnify and hold harmless the University and the State, and their employees and agents, from claims, liabilities, demands, damages, costs or expenses (including all reasonable attorney's fees) to the extent caused by or resulting from any negligent act or omission of the Contractor or anyone for whom the Contractor is responsible in the performance of this Contract, and each policy held by a Contractor of the Contractor shall provide the same coverage to the extent of such Contractor's negligent acts or omissions.

All required insurance policies will be issued by an insurance company or companies satisfactory to the University and the Certificate of Insurance will contain a provision that coverages will not be changed, cancelled, or non-renewed until at least thirty (30) calendar days prior written notice has been given to the University. Each insurance policy will state that the insurance company agrees to investigate and defend the insured against all claims for damages to the extent that all alleged damages might be covered by insurance. Such insurance policies will name the State of Connecticut, the University of Connecticut, their officers, agents and employees, as additional insured, except that the University and the State of Connecticut will not be named as an additional insured with respect to the coverage for the statutory workers' compensation and employers' liability insurance and to the coverage for professional liability insurance. Certificates of insurance showing such coverages as required in this Section will be filed with the University prior to the time this Contract is executed on behalf of the University. The certificate for commercial general liability insurance and automobile liability insurance will also designate the University and the State of Connecticut as an additional insured.

Contractor shall not commence work under this contract until he has obtained all insurance required under this Section, nor shall the Contractor allow any subcontractor to commence work on his subcontract until all similar insurance required of the subcontractor has been obtained.

5.13 RFP Evaluation:

5.13.1 RFP Evaluation Criteria: The award of a Contract to furnish the Fire Apparatus as described in Part VII will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. All Vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

The University will include in its evaluation: proposals, presentations, if requested, references and interviews. The University will be the sole judge of the suitability of the proposed Contract.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor's response to the following criteria:

A. Pricing	15points
B. Customer Service and Sales Support	25 points
C. Proposer's ability to meet the functional and technical requirements of the RFP.	60 points

Total Maximum Points Available – 100

5.13.2 Supplemental Information: As part of the weighted average review, the University may request the Vendor to supply, in writing, clarifications, additional documentation or information needed to fairly evaluate each proposal.

5.13.3 Presentations: The University reserves the right, but is not obligated, to request that each proponent provide a formal presentation of its proposal at a date and time to be determined. If required by the University, it is anticipated that such presentation will not exceed two (2) hours. No proposer will be entitled to be present during, or otherwise receive any information regarding, any other presentation of any other proposer.

5.13.4 Review of References: Please include name, title, telephone number and e-mail address of a contact person at each reference submittal.

5.13.5 Supplier Representatives: Proposer must identify the people it anticipates representing the vendor in developing and implementing the agreement. The University may conduct interviews with identified supplier representatives as a part of its evaluation process.

5.13.6 Dealer/Re-seller: If the proposer is a dealer or re-seller of the products and/or services being proposed, the response will be evaluated based on the Proposer's authorization to provide those products and services from their manufacturer. Proposers must indicate in their proposal that they have authority to offer those products and/or services.

5.13.7 Requests for Clarification by Proposers: Any proponent may request that the University clarify any information contained in this Request for Proposal. All such requests must be made via e-mail to lisa.mieszkowicz@uconn.edu

The University will provide a written response to all written requests for clarification within two (2) business days before the close of the inquiry period in 4.5. The University will not respond to any

request for clarification received by the University after the close of business on the date specified as Closing Date for Inquiries in 4.5. The University's response to any request for clarification will be provided contemporaneously by the University to each party known to have received this RFP.

Under no circumstances, may any proposer or its representative contact any employee or representative of the University regarding the RFP prior to the closing date, other than as provided in this section. Strict adherence to this important procedural safeguard is required and appreciated.

Any violation of this condition may result in proposer being considered non-compliant and ineligible for award.

5.13.8 Requests for Clarification by the University: The University may request that any proponent clarify or supplement any information contained in any Proposal. Proposers are required to provide a written response within ten (10) business days of receipt of any request for clarification by the University.

5.14 Communications between the University and the Proponent:

5.14.1 Informal Communications: From the date of receipt of this RFP by each proposer until a binding contractual agreement exists with the selected proposer and all other proposers have been notified or when the University rejects all proposals, **informal communications regarding this procurement shall cease.** Informal communications shall include but not be limited to:

5.14.2 Requests from the proponents to any department(s) at the University, for information, comments, speculation etc.

5.14.3 Requests from any department at the University, or any employee of the University for information, comments, speculation, etc.

5.14.4 Formal Communications:

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

- A. Pre-Proposal Conference (if applicable)
- B. Oral Presentations (if applicable)
- C. Pre-Award Negotiations

All communications between the proposer and the university shall be conducted through and by the purchasing dept. only!

You may contact the Purchasing Agent identified on the front page in writing if you have any questions concerning this RFP.

ANY FAILURE to adhere to the provisions set forth in 5.13.7 and 5.14 above, may result in the rejection of any supplier's proposal or cancellation of this request for proposal.

5.15 License: An Agreement will not grant the Vendor a license or other right to duplicate or use any image or intellectual property of the University in any manner other than as may be expressly approved in writing in connection with the performance of the contract.

5.16 Licensed Merchandise: Pre-authorization must be received from the University for the use of University's names, marks, and logos.

5.17 OSHA Compliance: 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.

5.18 Ethical Considerations

5.18.1 Ethical Considerations: The proposing vendor must certify that no elected or appointed official or employee of the University has benefited, or will benefit financially or materially from the proposed services. The University may terminate any contract resulting from this RFP, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contrary to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**

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

5.19 Conflict of Interest: The Applicant shall disclose and identify to the University, with its proposal, any relationships, which may constitute a potential conflict of interest with University Purchasing Department, or any other University organizations or departments for the purpose of determining whether a conflict of interest exists. All such disclosures require acceptance/approval action on the part of the University, which shall determine whether an impermissible conflict exists.

5.20 Advertising: In submitting a proposal, the Vendor agrees, unless specifically authorized in writing by the University on a case by case basis, that it 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 imply any endorsement of agency's 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 services as are hereby contracted by the University.

5.21 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

5.22 Executive Orders of the Governor: The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Governor Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in 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 Contractor 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.

5.23 Joint Venture: Bids submitted by firms under 'joint venture' arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

5.24 Ethics and Compliance Reporting: 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.

5.25 Signature Authorization Documentation (Mandatory Submittal):

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

- If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
- With the exception of an individual, signing in his/her individual capacity, **ALL** contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor's behalf.
- Documentation must clearly state when and how such authorization was given.
- Documentation must state that the authorization is still in full force and effect.
- Documentation must be signed by someone other than the individual signing the proposal **ON OR AFTER** the date the proposal is signed.
- Corporate Resolution, Secretarial Certification or Ratification are acceptable forms of signature authorization documentation.
- Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

5.26 State Elections Enforcement Commission (SEEC) Requirements: 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 advising prospective state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice. See SEEC Form 11 on Pgs. 47-50 inclusive of this bid solicitation.

5.27 Non-Discrimination:

(a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by

providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "minority business enterprise" means any small contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) who have the power to direct the management and policies of the enterprise, and (3) who are members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' representative of the Contractor's commitments under this section and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this Section and Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall not be limited to, the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and such other reasonable activities or efforts as the

Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (b) of this Section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §46a-56; provided if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 46a-56; provided, if such Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

5.28 Nondiscrimination Warranties: 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

5.29 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 VI

REQUIREMENTS

6.0 Information Provided by the University:

The University has, in this Request for Proposal and otherwise, provided proposers with information relating to the University.

The University has provided each identified proponent with opportunity to independently collect, review and verify any information provided by or on behalf of the University. The University assumes no responsibility or liability for the adequacy or accuracy of any information provided by the University, its agents, employees or representatives. The proposer agrees to waive any claim or defense to any claim relating to the adequacy or sufficiency of any information provided prior to the execution of the anticipated Contract.

Subject to these limitations, this Request for Proposal contains information describing University communities, operations and programs. For your continuing reference, we have included additional information regarding University registration, demographics, student residence, faculty, staff and Campus on page 3 of this document.

6.1 Freight:

Shipment will be FOB Destination-Full Freight Allowed. Cost of shipment will be imbedded in the purchase price of the item being purchased.

6.2 Payment Terms:

Monthly invoices will be paid “2% 15 Net 45 days” payment discounts may be offered, by the Vendor, for prompt payment of invoices and may be taken into consideration in determining the low bidder and in the case of a tie bid.

6.3 Contract Document

A draft of the contract will be provided in an addendum to this RFP. The University reserves the right to modify the contract or waive any informality as it deems to be in the best interest of the University. By submitting a proposal the Firm accepts the contract and any modifications that the University deems necessary to it without exception. Exceptions to the contract submitted by the Firm at any time will not be considered.

6.4 Contract Pricing:

Price quoted must be net, delivered FOB Storrs, all inclusive. All delivery costs shall be included in the pricing structure offered. There shall be no provisions for additional charges related to delivery as in “fuel surcharges”

Note – Awarded Vendor shall give the full value of a trade-in for a 1994, 100’ Rear Mounted Platform Pierce Arrow Fire Truck. The truck can be inspected on October 24, 2014 at 9:00 a.m. (EST) at the University of Connecticut Public Safety Building at 126 No. Eagleville Rd., Storrs, CT.

Trade-In Specifications: Tower 122 Highlights 1994 Pierce 100’ Ladder Tower, job # E-8007

- All aluminum 6 person cab and body.
- GVWR 73,000 pounds.
- Detroit V92 diesel engine.
- Allison 4 speed auto transmission.

- **Odometer 27,434, engine hours 4125, aerial hours 1347.**
- **Onan 6 k diesel gen set with one cord reel and 4 body outlets.**
- **Waterous 2 stage 1500 GPM pump.**
- **Elkhart 1000 gpm monitor on platform.**
- **Full ground ladder and roof ladder compliment total of 127 feet.**

Within last 5 years:

- **New radiator.**
- **New front springs, bushings, spring hangers.**
- **New Rear Ridewell Dynalastic walking beam Suspension.**
- **Complete warning light, ground light, courtesy light, and service light replacement with LED type. Rear view monitor.**
- **In frame engine rebuild.**

Recent repairs:

- **Replaced aerial electrical/hydraulic swivel.**
- **Replaced outrigger controls.**
- **New bucket heat shield.**
- **Aerial monitor controls replaced.**
- **New fuel tank and straps.**
- **Swing gear seal replaced.**

Apparatus currently passes DOT, Aerial, and Pump certifications.

The University reserves the right to accept or to decline the Trade-In value.

PART VII

PERFORMANCE SPECIFICATIONS AND VENDOR REQUIREMENTS

**THE UNIVERSITY OF CONNECTICUT
SPECIFICATIONS FOR A**

100' Minimum Rear Mount Aerial Platform

General

The intent of these specifications is to describe the requirements for the above vehicle. The bidder must note in writing any deviations or exceptions to these requirements. The bidder must fully complete the check list. Manufacturers specification sheets alone are not acceptable as proof of qualification. **Failure to note specific exceptions may be grounds for rejection. Failure to complete the checklist accurately will be grounds for rejection.**

Compliance

1.	DIMENSIONS		
1a.	yes___	no___	Minimum width of 96"
1b.	yes___	no___	Maximum overall length of 552"
1c.	yes___	no___	Maximum height of 146"
1d.	yes___	no___	Maximum wheelbase of 245"
2.	CAB		
2a.	yes___	no___	Custom Fire Chassis similar to the Spartan Gladiator's extended medium or manufacturer's equivalent (if equivalent, explain how).
2b.	yes___	no___	Forward, Tilt Type
2c.	yes___	no___	10" minimum raised roof beginning over the drivers and officers doors preferred.
2d.	yes___	no___	The cab is to be constructed of aluminum or stainless steel. Thickness to be stated.
2e.	yes___	no___	Seating for up to five (5) persons; configuration to be determined.
2f.	yes___	no___	All seats shall have Integrated Seat Belts with Heavy Duty gray cloth-like covering, red straps, SCBA Smart Dock System. Department logo to be embroidered into head rests.
2g.	yes___	no___	All exterior doors to have grabbing handles with backlit LED lights.
2h.	yes___	no___	Cab front to have grabbing handles.
2i.	yes___	no___	Cab floor to be Non-Slip textured rubber.
2j.	yes___	no___	All steps to be open tread plate design.
2k.	yes___	no___	Cab shall be insulated for weather and sound proofed.
2l.	yes___	no___	The cab interior is to be Severe Service, gray color with Line-X - like surface.
2m.	yes___	no___	The cab doors are to be Barrier Style with power door locks, power windows, with the option of locking compartments from within the cab.
2n.	yes___	no___	The cab shall have a keyless entry system operating from a key pad.
2o.	yes___	no___	The cab shall have door mounted, heated, power controlled mirrors. Customer to pick the brand and manufacturer.
2p.	yes___	no___	The windshield wipers are to be outward mounted, stowed in the horizontal position, with the spray thrown to the outside.
2q.	yes___	no___	The cab shall include an integrated rollover crash protection system that includes air bags and a seatbelt monitoring system (audible and visual)
2r.	yes___	no___	The cab shall have a raised mounting plate over the dog house.
2s.	yes___	no___	The cab dog house shall have an access panel for fluid checks. (explain location if not)
2t.	yes___	no___	The cab shall contain radio/intercom headsets with holders for all seats, the driver and officers headsets are to be wireless.

2u.	yes____	no____	The cab shall contain a touch screen interface at Driver, Officer, Pump Panel and Turntable positions with a back-up camera for use by the driver and officer.
2v.	yes____	no____	The cab shall contain AM/FM/CD/MP3/Weather radio with Bluetooth capability and have (2) two front and (2) two rear speakers.
2w.	yes____	no____	The cab shall have wiring provision for Four (4) rooftop antennas. Labor Only. The manufacturer to supply footage needed. The UCONN Fire Department will supply the wiring.
2x.	yes____	no____	The cab shall be pre-wired for all electronics ie: Radios, Laptops, Flashlights, Meters, and Cell Phones etc.
2y.	yes____	no____	Preferred touch screen controlled mounted on the dog house for the driver and officer with a multiplex system or cab's warning lights and scene lights shall be dual controlled from the driver and officer positions mounted overhead.
3.	ENGINE		
3a.	yes____	no____	Cummins ISX 15. 550 HP
3b.	yes____	no____	Jacobs Engine Brake with 3 positions and a Separate On and Off Switch
3c.	yes____	no____	A Leece-Neville 400 Amp Alternator
4.	TRANSMISSION		
4a.	yes____	no____	Allison Automatic 4,000 Series. Shall be equipped with a lock-up control circuit that will automatically shift into gear when put in pump, and automatically deactivate when taken out of pump.
4b.	yes____	no____	Transmission Cooler
5.	CHASSIS		
5a.	yes____	no____	The chassis shall be a custom fire chassis similar to a Spartan Gladiator or manufacturers' equivalent. (if equivalent, explain how).
5b.	yes____	no____	The chassis shall have a turning cramp of 45 degrees + (preferred).
5c.	yes____	no____	The chassis shall be designed and manufactured for Heavy-Duty Fire Service.
5d.	yes____	no____	The chassis shall provide at a minimum, a front disc braking system and a rear drum braking system in order to provide for minimum stopping distances as required.
5e.	yes____	no____	The chassis shall have front and rear Meritor/Rockwell axles and brakes.
5f.	yes____	no____	The chassis spindles shall be equipped with transparent covers to allow for oil level inspections as needed.
5g.	yes____	no____	The chassis shall have a master power switch.
5h.	yes____	no____	The chassis shall have a Kussmaul Pump Plus with battery conditioner and auto eject near the driver's door with visual display mounted outside.
5i.	yes____	no____	The chassis shall have two (2) front and two (2) rear (top mounted) and one (1) on each side closed tow rings attached to the frame with smooth interior edges suitable for use with rope.
5j.	yes____	no____	The chassis must contain an onboard air compressor to maintain the Air Brake system.
5k.	yes____	no____	The chassis shall contain a manual air tank draining system with pull cord type drains.
5l.	yes____	no____	The chassis must contain a Bendix AD-9 Air Dryer w/Heater.
5m.	yes____	no____	All tires shall be all-weather tread, mounted on Alcoa Dura Bright Aluminum rims with hub covers and lug nut caps. All wheels shall be equipped with a Tire Pressure Monitoring System. The pressure indicator shall be viewable inside the cab.
5n.	yes____	no____	The dual rear tires shall have air inflation stems accessible through the outside wheel.
5o.	yes____	no____	The chassis frame rails shall be double-walled with cross rails and fasteners, coated with an anti-corrosion galvanized finish preferred or specifies other process.
5p.	yes____	no____	The tires must have on-spot chains (rear tires only)
5q.	yes____	no____	The chassis must contain a 60 gallon (min.) stainless steel (preferred) or aluminum fuel tank mounted with stainless steel straps.
5r.	yes____	no____	The front bumper shall be severe service steel, maximum 15". The top of the bumper shall be a hard surface with an Anti-Slip coating.
5s.	yes____	no____	The rear bumper shall be severe service steel, step type attached to the frame with open tread plate/traction design. It shall extend a minimum of 1" past the furthest exterior point.
5t.	yes____	no____	The front bumper shall have dual recessed Grover Air Horns.

5u.	yes___	no___	The front bumper shall have Dual Recessed LED Fog Lights.
5v.	yes___	no___	The siren must be a Federal Q2B with preferred front bumper mounted location(s). (Locations TBD)
5w.	yes___	no___	The chassis must have a traction/vehicle stability control system.
5x.	yes___	no___	The chassis must have a rear air ride suspension system available as an option.
5y.	yes___	no___	The chassis must contain heavy duty shocks. (describe)
5z.	yes___	no___	A minimum of an 8 kw diesel generator shall be supplied with two (2) 200' cord reels. Each reel shall be 10/3 wire, 30 amps with Twist Lock. One (1) reel mounted in a compartment on each side of the apparatus. Location to be determined by the customer.
6.	BODY		
6a.	yes___	no___	The vehicle body must be entirely made of stainless steel or aluminum including sub-structure. Thickness to be stated.
6b.	yes___	no___	Four (4) underbody wheel chock mounting brackets with chocks shall be installed under the compartment in front of the driver's side rear wheels (2) and Officers side (2).
6c.	yes___	no___	All compartments shall be illuminated with LED strips and be ventilated.
6d.	yes___	no___	All compartments shall have a Gray Line-X like finish.
6e.	yes___	no___	All compartments and shelving shall have Dri Dek with the leading edge tapered.
6f.	yes___	no___	All compartments shall have full top to bottom adjustable shelving capabilities.
6g.	yes___	no___	All Exterior Compartments shall have rollup doors with optional pump panel and cross lay areas included. Each compartment door shall have an interior enclosed Protection Plate.
6h.	yes___	no___	Wheel well storage area's forward, center and rear configuration to be determined by the customer.
6i.	yes___	no___	There shall be a rear interior ladder storage tunnel and/or tunnels capable of accepting a 35' Two (2) section and a 28' extension ladder, two (2) 16' roof ladders, an 8' and 10" folding ladder, a 10' and 12' pike pole, 8' FDNY roof hook with pry and a back board, and a Stokes Basket.
6j.	yes___	no___	A total of sixteen (16) adjustable shelves, eight (8) roll out/glide trays, two (2) tilt out trays, four (4) gear grid tool boards and two (2) vertical dividers shall be supplied.
7.	AERIAL		
7a.	yes___	no___	Shall be Rear Mount, 100' minimum, four (4) sections.
7b.	yes___	no___	Shall be made of a minimum 70,000 psi. Steel.
7c.	yes___	no___	Anti-corrosion galvanized finish preferred or specifies other process.
7d.	yes___	no___	The direct aerial waterway shall have a 4" intake with a hand wheel gated valve.
7e.	yes___	no___	The master stream shall be a single monitor capable of 1500 GPM with a wireless control. Monitor shall include smooth bore stack tips and fog nozzle. Elkhart brand.
7f.	yes___	no___	A 14' Duo-Safety Roof ladder with roof hooks at each end shall be mounted as close to the bucket as possible on the inside of the fly section with Roof Hooks at each end.
7g.	yes___	no___	A 10' Pike Pole and a 6' FDNY Roof Hook with pry end shall be mounted as close to the bucket as possible on the inside of the fly section.
7h.	yes___	no___	Mounts/boxes for an Echo vent saw and firefighting tools (irons) shall be provided.
7i.	yes___	no___	A FRC Intercom ACT shall be provided at the Turntable, Bucket and Pump
7j.	yes___	no___	A sign plate shall be supplied on both sides of the base section (lettering to be determined)
7k.	yes___	no___	A sign plate shall be mounted on three sides of the bucket (lettering to be determined)
7l.	yes___	no___	Include 2 cylindrical tool holders mounted at the rear inside corners of the platform. Holders to be constructed of light-weight durable material, internal diameter to be no less than 3", length to be determined.
8.	POLY WATER TANK		
8a.	yes___	no___	The polypropylene water tank shall carry a minimum of 300 gallons.
9.	HOSE COMPARTMENTS		
9a.	yes___	no___	A minimum of three (3) pre-connect cross-lays, side by side, double tier, consisting of two (2) 250' of 1 3/4" hose and one (1) 250' of 2 1/2" hose shall be located by the pump panel.
9b.	yes___	no___	A maximum of 700' of 4" LDH storage capability in a roll out tray in the rear ladder tunnel or a top mounted hose bed.
9.	CROSSLAY LID		

9a.	yes _____	no _____	A Gray Linex coated lid shall be provided over the cross-lays. The lid shall have full length stainless steel hinges with latches to hold it firmly in place.
9b.	yes _____	no _____	Each end of the cross-lay bins shall have flaps installed on both sides, in order to retain the hose load. The flaps shall be secured with shock cord fasteners. The appropriate shock cords shall be provided.
10.	HOSE BED COVER		
10a.	yes _____	no _____	A Gray Linex type surface coated hard plate, walkable, removable or hinged cover over the LDH. If hinged, grab handles shall be mounted.
10b.	yes _____	no _____	The rear hose bed chute shall have a hard panel door closure with a gas operated strut.
10.	PUMP		
10a.	yes _____	no _____	Single Stage Waterous 2000 GPM Minimum pump with a side mount pump panel will be required.
10b.	yes _____	no _____	All plumbing shall be stainless steel.
11.	DISCHARGES		
11a.	yes _____	no _____	All Valves are to be manufactured by Akron Brass.
11b.	yes _____	no _____	All are valves are to be hand wheel type, color-coded. (advise which brand you are quoting)
11c.	yes _____	no _____	All discharge ports shall have individual backlit FRC Insight Ultimate Flow gauges with color coded bezels.
11d.	yes _____	no _____	Two (2) 2 ½" discharges on the driver's side with chrome elbows, adapters and cap with chain.
11e.	yes _____	no _____	One (1) 4" with elbow and one (1) 2 ½" discharge on officers' side of pump panel with a chrome elbow, adapter and cap with chain.
12.	INTAKES		
12a.	yes _____	no _____	Two (2) 6" intakes, one (1) on each side of the pump panel will be required.
12b.	yes _____	no _____	Two (2) 2 ½" intakes, one (1) on each side of the pump panel will be required.
12c.	yes _____	no _____	All intakes shall register on compound gauges.
12d.	yes _____	no _____	Ball valve drains are preferred and shall be provided for all intakes and discharges.
12e.	yes _____	no _____	The pump compartment area shall contain LED lighting.
13.	SCENE LIGHTING		
13a.	yes _____	no _____	All shall be FRC LED type. (Advise model #'s).
13b.	yes _____	no _____	All steps shall have LED lights on both sides.
13c.	yes _____	no _____	All underbody and step lights shall utilize the same style and type of LED unit.
13d.	yes _____	no _____	Two (2) brow flood/spot combination lights shall be provided.
13e.	yes _____	no _____	Four (4) flush side mounted flood/spot combination lights shall be provided; one (1) on the cab and three (3) on the body, on both sides of the apparatus.
13f.	yes _____	no _____	Two (2) rear flush mounted flood lights shall be provided.
13g.	yes _____	no _____	Two (2) top mounted LED GO-LIGHTS will be mounted on the Front of the cab. One (1) for the driver and one (1) for the officer. The lights are to have Individual controls.
13h.	yes _____	no _____	Two (2) pole lights are to be supplied on the body.
13i.	yes _____	no _____	Two (2) LED lights mounted to the aerial bucket.
13j.	yes _____	no _____	Two (2) LED lights one mounted to each side of the bucket.
13k.	yes _____	no _____	Two (2) LED lights mounted to bottom of the of the aerial bucket.
14.	EMERGENCY/WARNING LIGHTS		
14a.	yes _____	no _____	All shall be Whelen or Code 3 LED Type (advise model #'s)
14b.	yes _____	no _____	Quad Cluster for rear tail light and warning assembly.
14c.	yes _____	no _____	Rear Traffic Advisory Lights
14d.	yes _____	no _____	Two (2) tank level indication LED strip lights shall be mounted on each side of the cab, visible from all areas on the outside of vehicle.
14e.	yes _____	no _____	LED lighting shall be provided on inside of aerial ladder walkway (Color to be determined)
15.	WARRANTY		
15a.	yes _____	no _____	The cab shall have a Minimum Warranty of 30 years.
15b.	yes _____	no _____	The body shall have a Minimum Warranty of 30 years.
15c.	yes _____	no _____	The Aerial shall have a minimum of 25 years.

15d.	yes ___	no ___	The Frame shall have a minimum of 25 years.
15e.	yes ___	no ___	The Power Train warranty years to be specified as standard and extended.
15f.	yes ___	no ___	Other Chassis components shall have a minimum of 10 years.
15f.	yes ___	no ___	The Stainless Steel Plumbing shall have a minimum of 10 years.
15g.	yes ___	no ___	The paint shall have a minimum of 10 years non-prorated.
15h.	yes ___	no ___	There shall be a warranty for any equipment installed including electronics that may be damaged by faulty parts, equipment and workmanship. Explain and give the duration.
15i.	yes ___	no ___	Please provide any and all optional additional warranty documentation/pricing and duration.
16.	MISCELLANEOUS		
16a.	yes ___	no ___	The paint coloring and lettering on the apparatus provided shall match the UConn Fire Departments' required and optional scheme including chevron striping.
16b.	yes ___	no ___	The Apparatus shall meet or exceed all Current NFPA Standards as well as Federal and Connecticut D.O.T., and all Recognized Standards at the Time of Delivery. Manufacturer shall provide certification of a full NFPA Acceptance Test at Final Assembly.
16c.	yes ___	no ___	The manufacturer shall provide personnel for Apparatus and Pump Training to the UCONN Fire Department Members at UCONN. The time needed will be determined. Four (4) days, ten (10) hours per day training time is estimated.
16d.	yes ___	no ___	The manufacturer shall provide personnel for Apparatus training to the UCONN Motor Pool staff. A one (1) eight (8) hour day is estimated.
16e.	yes ___	no ___	Shall identify a Factory Authorized Service Center with Parts within 60 minutes of the University of Connecticut, Storrs and should also be able to supply a Factory Authorized Service Technician to perform in house work at the Fire Station. The factory authorized service center is to provide pickup and delivery of the apparatus if it cannot be serviced at the UCONN Fire Department at no cost.
16f.	yes ___	no ___	The manufacturer shall supply a list and contact information of Departments with similar built apparatus in the USA, preferably the North East or Northern states with similar weather. (minimum of 5)
16g.	yes ___	no ___	Manufacturer approved drawings shall be supplied including the Pump Panel prior to construction. The UCONN Fire Department will make every effort to correct the Approved Drawings, but the written specifications, along with any corrections, will prevail.
16h.	yes ___	no ___	A service and parts manual shall be provided along with an electronic and disc copy.
16i.	yes ___	no ___	The selected supplier must provide all travel expenses including, but not limited to, transportation, lodging and meals for three (3) trips to the factory for five (5) personnel. This will consist of a Pre-Construction Conference, approximate Mid- Construction Inspection (When the pump and torque box are installed) and for Final Inspection of the Apparatus prior to final delivery.
16j.	yes ___	no ___	Part VII, Equipment to be itemized as a separate Bid/Pricing.
16k.	yes ___	no ___	Any error, omission or inconsistency that is identified by the bidder shall be included as part of their bid and identified as such as an exception to the bid. Bidders are required to submit a proposal to meet the intention of the specifications as listed.

ALTERNATES

Provide Alternate Prices which reflect the work of the bid package under which this bid proposal was submitted and shall remain valid for the life of the bid and include all costs for a complete installation. All pricing is inclusive of all costs of wages, applicable taxes, benefits, and applicable insurance. The Prices herein shall remain valid for the life of the project and include all costs for a complete installation. Alternate prices are good for both adds and deducts.

Alt.	Compliance		Pricing (Add/Deduct)
Alt 1.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 35' Two (2) section Duo-Safety aluminum extension ladder. Solid Beam Type.
Alt 2.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 28' Duo-Safety aluminum extension ladder. Solid Beam Type.
Alt 3.	yes <input type="checkbox"/>	no <input type="checkbox"/>	Two (2) 16' Duo-Safety aluminum roof ladders. Solid Beam Type.
Alt 4.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 14' Duo-Safety aluminum roof ladder with Roof Hooks at each end. Solid Beam Type.
Alt 5.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 10' Duo-Safety aluminum folding ladder.
Alt 6.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 8' Duo-Safety aluminum folding ladder.
Alt 7.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) Little Giant type aluminum ladder. Extra Heavy Duty, Type 1A, M17, Model #12017.
Alt 8.	yes <input type="checkbox"/>	no <input type="checkbox"/>	1,000' of 4" LDH. All-American Kryptonite Rubber Hi-Viz Green. Sections consist of 4" x 100' with Storz Cplgs.
Alt 9.	yes <input type="checkbox"/>	no <input type="checkbox"/>	250' of 2 1/2" hose. Key Hose Company ECO-10. Color to match the discharge
Alt 10.	yes <input type="checkbox"/>	no <input type="checkbox"/>	500' of 1 3/4" hose. Key Hose Company ECO-10. Color to match the discharges. (250' each)
Alt 11.	yes <input type="checkbox"/>	no <input type="checkbox"/>	50' of 1 3/4" hose. Key Hose Company ECO-10. Color to be white
Alt 12.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 10' piece of 1 3/4" hose. Key Hose Company ECO-10. Color to be white.
Alt 13.	yes <input type="checkbox"/>	no <input type="checkbox"/>	All hose to be tested to NFPA 1962 with documentation supplied upon delivery.
Alt 14.	yes <input type="checkbox"/>	no <input type="checkbox"/>	Four (4) 1 3/4" Elkhart ball shut off valve nozzles with 15/16" integrated tip including chief fog rated at 150gpm at 50 psi. Part #4000-14
Alt 15.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 2 1/2" Elkhart ball shut off valve nozzle. Identify style.
Alt 16.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) Elkhart R.A.M. portable monitor
Alt 17.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) SCOTT Eagle Attack Thermal Imaging Camera.
Alt 18.	yes <input type="checkbox"/>	no <input type="checkbox"/>	Fire Hooks Unlimited Hydra Ram Model 1
Alt 19.	yes <input type="checkbox"/>	no <input type="checkbox"/>	Two (2) FRC portable lights (SPAKR 700 B28 120 volt)
Alt 20.	yes <input type="checkbox"/>	no <input type="checkbox"/>	Six (6) CMC Ladder belts with lanyards. Three (3) Medium (202442), Three (3) Large. (202444)
Alt 21.	yes <input type="checkbox"/>	no <input type="checkbox"/>	Six (6) Lanyards.(Gemtor TB1101L6)
Alt 22.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 10' and one (1) 12' Pike Pole.
Alt 23.	yes <input type="checkbox"/>	no <input type="checkbox"/>	One (1) 6' and one (1) 8' FDNY Roof Hook with pry end.

Alt 24.	yes____	no____	Six (6) Fire Vulcan LED Streamlights with chargers	
Alt 25.	yes____	no____	Six (6) SCOTT Air-Pak X3 SCBA	
Alt 26.	yes____	no____	Six (6) 30 minute SCOTT SCBA bottles. Part Number 804721-01.	
Alt 27.	yes____	no____	Six (6) SCBA Masks SCOTT AV-3000.	
Alt 28.	yes____	no____	One (1) Scott RIT Kit.	
Alt 29.	yes____	no____	Provide an allowance for mounting brackets for tools includes labor cost. Specify bracket type.	

PART VIII

REFERENCES

Proposals should include three institutions, of similar or the same size, where your organization has provided fire vehicles similar to the one you're proposing for the University of Connecticut. Please include name, title, telephone number and e-mail address of a contact person at each institution. **References may be checked electronically; the requirement for e-mail addresses is a mandatory requirement.**

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

PART IX

BIDDER'S QUALIFICATION STATEMENT

RFP #LM100714-1

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

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

Name _____.

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

Years? _____.

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

- 1. _____
- 2. _____
- 3. _____

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

Commodity/Service _____
Years? _____

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship
_____ Joint Venture _____ Other _____ LLC
_____ Women Owned _____ Minority Business _____ Set Aside Contractor

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

Name :	Years	Years/Supervisor	Telephone/Fax #'s
_____	_____	_____	_____

Email: _____

Name:

Email:

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

(Attach additional sheet if necessary)

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

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

1. _____ Attached 2. _____ N/A

(Please complete the section below)

Dated at _____

this _____ day of _____ 2013

Name of Organization: _____

Address: _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

Title _____ Email _____

PART X
ATTENTION VENDORS

The attached bid solicitation package includes three forms, which must be signed for your offer to be considered.

	<u>FORM NAME</u>	<u>WHERE TO SIGN</u>
1.	Form of Proposal	Bottom of Document
2.	Notification to Bidders	Bottom of Document
3.	Affidavits and Certifications	Bottom of Document (and must be notarized)

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

NOTICE TO PROSPECTIVE BIDDERS

The University Purchasing Department will appreciate your assistance in making a careful study of this proposal and specifications for the purpose of offering suggestions as to the contract period, quantities, purchasing terms, details of specifications, trade customs, etc. which you believe to be in the best interest of the State. Suggestions or comments will be considered up to ten (10) days prior to the date of bid opening indicated in the bid package. In replying you must refer to the bid number. If no suggestions or comments are offered, the signing of the bid documents shall indicate your approval of these forms in their present content.

PART XI

FORM OF PROPOSAL

Newly Manufactured 100' Minimum Rear Mount Aerial Platform

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

1. The undersigned bidder, in response to our Request for Proposal for LM100714-1 having examined the bid documents and being familiar with the conditions surrounding the sale of a newly manufactured 100' minimum Rear Mounted Aerial Platform Apparatus to the University of Connecticut, hereby proposes to provide such goods and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.
2. Bidder acknowledges receipt of the following addenda, which are a part of the bidding documents:

#1 _____, #2_____, #3_____, #4_____, #5_____, #6_____.
3. Bidder understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any offer, and accept any offer in whole or in part which it deems to be in its best interest.
4. Bidder agrees that this offer shall be good and may not be withdrawn for a period of 120 days after the public bid opening.
5. Bidder hereby certifies: (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
6. Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.
7. I have read, understand and agree with all the terms contained in Section VII regarding Performance Specifications and Vendor Requirements:

Agree () Do Not Agree () (If you do not agree, please advise on a separate page attached to your response your reasons for doing so)
8. Terms: (2% 15 net 45 unless otherwise specified here) _____
9. Vendor shall provide a detailed specifications sheet with submission for a 100' minimum Rear Mount Aerial Platform.
10. Pricing: Newly manufactured 100' Minimum Rear Mounted Aerial Platform as described in Part VII of the RFP. Provide detailed specifications sheet with submission

MINUS TRADE-IN VALUE for 1994 Pierce Arrow Aerial Fire Apparatus		\$-(_____)
100' Minimum, Rear Mounted Aerial Platform (Base Price)	TOTAL	\$_____

11. Your complete response to this RFP must contain the following documents/items. Failure to provide all the required documents may be cause for your response to be dis-qualified. Please use the following as a checklist.

- A. Form of Proposal (this section) completely filled out and signed below. _____
- B. Point by point response _____
- C. List of exceptions to specifications (if any) _____
- E. Bidders Qualification Form Part IX _____
- F. CHRO, Contract Compliance Forms Part XII _____
- G. Non-Discrimination Certification _____
- H. Affidavits, Gift & Campaign, Consulting (must be notarized) _____
- I. Signature Authorization Documentation (Corporate Resolution) _____
- J. Insurance Certificates, must meet State & RFP requirements _____
- K. List of 3 References, Part VIII _____
- L. Vendor Code of Conduct Form _____
- M. CT Economic Impact Form _____
- N. Anti-Collusion Affidavit _____

FIRM: _____ **BY:** _____

ADDRESS: _____ **TITLE:** _____

_____ **DATE:** _____

PHONE #: _____ **FAX #:** _____

F.E.I.N. #: _____

EMAIL _____

**PART XII
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 and subcontractors and suppliers for the work of the contract. Enterprises as subcontractors include m

1) **Definition of Small Contractor**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART IV - Bidder Employment Information

Date:

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination	
SOURCE	YES	NO	% of applicants provided by source				
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)	(Telephone)
-------------	---------	--------	-------------

**PART XIII
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.

PART XIV
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 uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

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 result in the contract being voided.

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

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

Additional information may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

DEFINITIONS

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has *managerial or discretionary responsibilities with respect to a state contract*, (v) the spouse or a *dependent child* who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solicit" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office; or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor's state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or (ii) an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

“Principal of a subcontractor” means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a subcontractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the subcontractor.

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.

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. ")

E. 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 Agood faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

<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>
---	---

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

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

BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

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

PART IV - Bidder Employment Information

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)				2. Check (X) any of the below listed requirements that you use as a hiring qualification		3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination
SOURCE	YES	NO	% of applicants provided by source			
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)	(Telephone)
-------------	---------	--------	-------------

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: _____



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

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

INSTRUCTIONS:

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

REPRESENTATION OF AN ENTITY:

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

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

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

_____ and that _____
Name of Entity Name of Entity

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

Authorized Signatory

Date

Printed Name



STATE OF CONNECTICUT

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)

My Commission Expires



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



