



**REQUEST
FOR
PROPOSAL**

This is NOT
an order to ship.

Please quote on the commodities or services listed below.
All prices must be FOB Destination.
You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.

VENDOR NAME and ADDRESS:

BID NUMBER:

2017-ERB-0319

BID DUE DATE:

December 8, 2016 by
2:30pm

RETURN TO:

Western Connecticut State University
Purchasing Department
181 White Street
Danbury, CT 06810

DATE ISSUED:

September 19, 2016

SIGNED (for agency)

E.R. Boriss

PREPARED BY:

E.R Boriss
Associate Director – Administrative
Services
Phone: (203) 837-8758
Fax: (203) 837-8659

PURCHASING
AUTHORITY:

Public Acts 91-256/92-
154
CGS 10a-151b

Item	Description				
1	<p>Western Connecticut State University is accepting proposals to provide software programming services within the Connecticut Archives Online (CAO) database through a grant from the National Endowment for the Humanities. (NEH)</p> <p>See attached Bid Specification Questions Due by 10/14/16 Responses to questions will post to DAS website by 10/28/16</p> <p>Note that Western Connecticut State University reserves the right to reject any and all solicitations and to order or to not order any and all goods or services in this solicitation.</p>				

TO BE COMPLETED BY BIDDER	Vendor Authorized Signature _____ Date _____ Printed Name _____ Phone _____ Extension _____ Cash discount Payment Terms _____ % _____ days, net 45 days Company FEIN _____
---------------------------	---



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You must show unit price, amount and total or bid may be rejected. The State of Connecticut is exempt from payment of Federal Excise taxes and the Connecticut Sales Tax. Do not include such taxes in bid prices. WCSU reserves the right to reject in whole or part any or all bids submitted.

VENDOR NAME and VENDOR CONTACT INFORMATION:

Contact Email address _____

BID NUMBER:
2016-ERB-0319

Return to:
Western Connecticut State University
Purchasing Department
181 White Street
Danbury, CT 06810

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Item		Unit	Quantity	Unit Price	Extension
	See attached Bid Specification		Total	_____	_____

Bid Parameters

Compliance with the attached terms and conditions is mandatory. The forms located in the bid package

- “Commission on Human Rights and Opportunities - Contract Compliance Regulations – Notifications to Bidders”
- “State of Connecticut Nondiscrimination Certification – Affidavit by Entity Form A or C,
- Consulting Agreement Affidavit
- Affirmation of Receipt of State Ethics Laws Summary
- OPM Iran Certification Form 7
- Gift and Campaign Contribution Certification

and Appendix II and III must be included with the bid submittal package.

Note that this is a sealed bid. Late bids, e-mailed bids, faxed bids, or unsealed bids will not be accepted. Please note the sealed bid number 2017-ERB-0319 on the exterior of the sealed envelope so that proper identification of the proposal can be made.

Sealed bid opening is December 8, 2016 at 2:30PM in the Purchasing Office of Western Connecticut State University, located on the lower level of University Hall, 181 White St., Danbury, CT. 06810.

All bid pricing must be valid for 90 days after date of bid opening.

Western Connecticut State University to render final acceptance or rejection on any proposal.

Note that Western Connecticut State University reserves the right to reject any and all solicitations and to order or to not order any and all goods or services in this solicitation.

To be completed by bidder

Vendor Authorized Signature _____
Date _____

Bid Specification
Request For Proposal (RFP) 2017-ERB-0319
Software Programming in Support of Grants for the Connecticut Archives Online Database

Section 1. Administrative Overview

1.1 Introduction: Western Connecticut State University (University) is soliciting proposals to provide programming services within the Connecticut Archives Online (CAO) database through a grant from the National Endowment for the Humanities (NEH).

1.2 Authority

This RFP is issued by the University under the provisions of Connecticut General Statutes 4a-52a and 10a-151b.

1.3 RFP Organization: This RFP is organized into the following sections:

Section 1: Administrative Overview -- Provides Contractors with general information on the objectives of this RFP, procurement schedule, and procurement overview.

Section 2: Scope of Work -- Provides Contractors with a general description of the University, background, RFP objectives, the tasks to be performed, delineates University and Contractor's responsibilities, and defines deliverables.

Section 3: Proposal Requirements -- Describes the required format and content for the Contractor's proposal.

Section 4: Evaluation Criteria -- Describes how proposals will be evaluated by the University.

1.4 Submission of Questions

Contractors may submit questions or requests for clarification via email to Mark Case, Director for Administrative Services, at casem@wcsu.edu. The deadline for submission of questions is October 14, 2016. No phone or verbal questions will be entertained. All questions and answers, clarifications, or corrections will be distributed to all interested parties no later than October 28, 2016, through an addendum, via the State of Connecticut's Department of Administrative Services Contracting Portal (www.das.state.ct.us). Note that any addenda issued will be posted on the Department of Administrative Services contracting portal, address www.das.state.ct.us. Proposer must acknowledge receipt of all addenda. It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.5 Submission of Proposals:

Contractors shall submit a clearly marked original plus (2) two additional copies of the proposal. Proposals shall be received by the University's Purchasing Department no later than 2:30PM on December 8, 2016. At that time, a representative of the University's Purchasing Department will announce publicly the names of those firms submitting proposals. Any proposal received after this date and time shall be rejected. No other public disclosure will be made until after the award of the contract. Proposals shall be delivered to:

Mark Case
Director for Administrative Services
Western Connecticut State University
181 White St
Danbury, CT 06810

The outside cover of the package containing the proposal shall be marked: "Haas Library Grant Software Programming Services – Sealed Bid 2017-ERB-0319".

Note: Should the University be unexpectedly closed at the scheduled bid due date and time (i.e.; inclement weather closing), the bid due date shall default to 2:30PM on the next business day the University is open (a business day defined as Monday-Friday inclusive and not including Saturday or Sunday or holidays during which the University is closed). Closing information can be obtained via the University's website www.wcsu.edu or via the University's weather closing line, phone 203-837-9377.

1.6 Costs for Proposal Preparation

Any costs incurred by a bidding party in preparing or submitting a proposal or presentation shall be the bidding party's sole responsibility.

1.7 Disqualification of Proposals

The University reserves the right to consider as acceptable only those proposals submitted in accordance with all requirements set forth in this RFP and which demonstrate an understanding of the scope of the work. Any proposal offering any other set of terms and conditions contradictory to those included in this RFP may be disqualified without further notice.

A Contractor shall be disqualified and the proposal automatically rejected for any one or more of the following reasons:

- The proposal shows noncompliance with applicable law.
- The proposal is conditional, incomplete, or irregular in such a way as to make the proposal indefinite or ambiguous as to its meaning.
- The proposal has any provision reserving the right to accept or reject award, or to enter into a contract pursuant to an award, or provisions contrary to those required in the solicitation.
- The Contractor is debarred or suspended.
- The Contractor is in default of any prior contract or for misrepresentation

1.8 Addenda to This RFP

The University may need to issue one or more addenda related to this RFP. Such addenda shall be added to the original RFP document and posted within the contracting portal of the State of Connecticut's Department of Administrative Services website (www.das.state.ct.us). It shall be the responsibility of prospective bidders and interested parties to familiarize themselves with the web site and visit it regularly during the RFP process for updated information or addenda related to this RFP.

1.9 Rights Reserved

The University reserves the right to award in part, to reject any and all proposals, in whole or in part, and to waive technical defects, irregularities and omissions if, in its judgment, the best interest of the University will be served. Should the University determine that only one Bidder is fully qualified, or that one Bidder is more highly qualified than the others under consideration, a contract may be negotiated and awarded to that bidder. The awarded document shall be a contract incorporating by reference all requirements, terms and conditions of the solicitation and the awarded contractor's proposal as negotiated.

1.10 Final Contract

The University intends to use this RFP and the successful selected proposal as a basis for the final contract. All provisions of this RFP shall be incorporated into the final awarded contract. The University reserves the right to award multiple contracts for this program. While the award of a contract is largely contingent on the University receiving the grant award and sufficient funding, the University reserves the right to award a contract containing portion(s) of the scope of work described herein with or without the grant award.

1.11 Contract Term

The term of an award resulting from this solicitation shall be from on or about April 1, 2017 through March 31, 2019.

1.12 Pricing

Bid prices submitted shall remain firm for the term of any subsequent agreement. Pricing shall be submitted via an hourly rate and an estimated number of hours to complete the project, with the rate covering all expenses associated with this project (including, but not limited to, business and travel expenses), with any award expressed as a not to exceed total value.

1.13 Assignment

The awarded contractor to this bid must agree that the resulting agreement shall be neither transferable nor assignable.

1.14 Inspection of Proposals and Confidential Information

Proposals may be available for public inspection upon notice of award and shall be available for public inspection after the contract is signed by all parties. Information marked as "confidential" in any proposal shall be honored as such, to the extent allowable under the Freedom of Information Act.

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.

1.15 Contract Invalidation

If any provision of this contract is found to be invalid, such invalidation will not be construed to invalidate the entire contract.

1.16 RFP Terms and Conditions

The terms and conditions should be reviewed carefully to ensure full responsiveness to the RFP. The labor services contract 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, addenda 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 shuttle bus operation services contract.

1.17 Authorization for Service

No work shall be performed unless authorized by the University. The University reserves the right to utilize or not utilize award(s) issued for these services.

1.18 Billing and Payments

Payment shall be made after services have been successfully performed with the approval of the University's Representative or appointed designee(s). Invoices shall be on company stationery and shall be type faced. Hand written invoices shall be deemed unacceptable by the University and shall not be processed for payment.

1.19 References

References for such projects shall be included in bidder's response to this RFP and should be listed on Appendix I "References".

1.20 Cancellation

The University reserves the right to cancel this bid and the resulting contract award without penalty for any reason.

Section 2. Scope of Work

2.1 General Background

Western Connecticut State University is part of the 17 Connecticut State Colleges & Universities (ConnSCU) governed by the Board of Regents for Higher Education. ConnSCU consists of twelve (12) Community Colleges, four (4) comprehensive Universities, and the state's only public, on-line college. The Board of Regent's Office is located on Woodland St. in Hartford, CT.

For more information concerning Western Connecticut State University, please visit the University's website at www.wcsu.edu.

2.2 Objectives

Western Connecticut State University is soliciting proposals for a qualified professional contractor to provide programming services associated with upgrading the Connecticut Archives Online (CAO) database, which is hosted and supported by the University. The (CAO) database (<http://library.wcsu.edu/cao>) has been in operation since 2008 and currently searches across 7,000 Encoded Archival Description (EAD) finding aids representing the collections of 25 archival repositories around Connecticut, consisting of universities (public and private), city and town historical societies, and public libraries. These 7,000 collections provide crucial primary source evidence for documenting the history of Connecticut and United States from the colonial period to the present, including the early European settlement, Revolutionary War, slavery, art, literature, religious communities, immigrants, Native Americans, government, education, labor, business, civil rights, health, medicine, and more. The CAO has brought together geographically disparate collections and provided researchers a simple interface through which to find culturally significant primary source materials in Connecticut.

The CAO 2.0 project proposed herein is intended to improve upon the success of the currently deployed application and markedly expand the number of repositories included in the search, with a minimum of (10) repositories which may be considered. With grant support from the National Endowment for the Humanities (NEH), the University proposes to contract with programmer(s) to significantly strengthen the organization, preservation, and findability of Connecticut's and the region's diverse array of primary source materials by achieving three primary goals:

- (a) Improved Functionality: The current application provides a Web interface which allows users to search across Connecticut historical and archival collections by keyword, subject, personal names, type of material, and date range. However, some of the technologies and dependencies supporting search and retrieval are at end-of-life (ie; Zope and TKL) and are beginning to adversely affect the performance of the product. Additionally, users have suggested improvements that could make the CAO even more effective at bringing the researcher, of all levels of research experience, to appropriate collections and resources. In general, in terms of improvements, a "sleeker" interface is referred to with some added functionality including a cart to add selections, as the current CAO is challenging in bringing back hits in the inventory and will not allow phrase searching.
- (b) Expanded Standards Access and Adoption: Many smaller institutions do not have the staff expertise or resources to adopt EAD as a description schema, and Describing Archives: A Content Standard (DACS) for content of that description, both considered industry standards for describing and sharing archival collections. In order to enhance access to Connecticut's archival and manuscript collections, the CAO 2.0 project will dedicate staff resources to more

effectively encourage best practice guidelines, modeled after the guidelines established at other EAD and DACS consortia, and to facilitate the encoding of legacy (paper-based) finding aids, and the creation of new finding aids. Through an improved CAO website, stylesheets (for rendering display), encoding tools, and templates documentation will be shared. Additionally with dedicated staff, the CAO will build interest in, and commit to, expanding the consortium to embrace all interested Connecticut special collections repositories, as well as reach out to other statewide archives search consortia to share expertise and methodology.

- (c) Replicability: Development will focus on documenting and selecting technologies and environments that will be free and open source and easily replicated and deployable by other consortia. During and after development, the source code for the CAO 2.0 will be shared on GitHub (<http://github.com>), a worldwide code repository.

2.3 Service Requirements:

In performing the services for this program against an awarded contract, Contractor shall:

- (a) Build and successfully deploy on University servers a Web based application that allows users to search EAD finding aids that conform to CAO coding standards from a multitude of Connecticut archival repositories within (12) months.
- (b) Assist in the creation of CAO user and technical documentation.
- (c) Develop or improve the CAO's EAD submission workflow and platform.
- (d) Assist in the improvement of the CAO EAD creation template.

Please refer to Appendix V "Technical Documentation – CAO Application" for further information regarding current technical conditions.

While it is anticipated that the majority of the programming work to be done by the Contractor will be done remotely, the University may require the Contractor to on mutual agreement meet periodically on-site with University's Library personnel to review programming progress and coordinate work efforts. During these visits, the University will provide space and equipment the Contractor may need to perform any work at the University. In support of the programming work to be done, the University will provide the Contractor security access to its servers and Library systems sufficient enough to perform and complete the programming work.

2.4 Safety Standards

All work must be performed in a safe manner. The awarded contractor shall be held solely responsible for any damages to existing structures, systems, equipment and/or site caused by the awarded contractor's negligence and shall repair or replace same to its original conditions at no additional cost to University. All of Contractor's employees shall wear code compliant personal protective apparel in accordance with all applicable safety requirements and standards.

2.5 Insurance

A. The Contractor shall procure and maintain at his expense during the term of this contract, and any extension thereof, adequate Comprehensive General Liability Insurance. The insurance shall be written by companies acceptable to the State of Connecticut. The contractor shall provide and furnish evidence of the following insurance coverage and limits: Bodily Injury Liability shall not be for less than \$1,000,000 for each person and \$3,000,000 for each occurrence and Property Damage Liability shall not be for less than \$500,000 for each accident and \$1,000,000 in the aggregate. The Contractor shall also submit evidence that his employees are covered by Workman's Compensation and Liability as required by the State of Connecticut Law.

B. Insurance Certificate: The Contractor shall supply and pay for public liability insurance in the amount of \$1,000,000, combined single limit, for bodily injury and property damage covering all of the Contractors operations. The Insurance Certificate shall name Western Connecticut State University as an additional insured. The Contractor shall maintain the above coverage for the entire term of this contract and shall notify the Agency in writing of any termination or change. The Contractor shall also carry Workers Compensation Insurance in limits prescribed by State Statute.

C. Termination or Change of Insurance: Insurance policy shall be endorsed to provide that the insurance company shall notify the University by certified mail at least thirty (30) days in advance of termination of or any change in policy. No changes to the insurance policy shall be made without prior written approval of the University.

D. The Contractor shall keep all required insurance in continuous effect until the Agency determines that the contractor has fulfilled all of its obligations under the contract.

E. Claims: Insurance policy shall state that the insurance company shall agree to investigate and defend the insured against all claims for damages, even if groundless.

F. Damage: The Contractor shall make prompt restitution to the Agency in the form of cash, replacement or repairs (subject to the University's approval), in settlement of any damage to the Agency or tenant-owned property caused by the Contractor, its agents or employees.

G. Upon contract execution, awarded Contractor(s) shall provide a certificate of insurance noting the University and the State of Connecticut as additional insureds.

2.6 Contractor and Employee Standards of Conduct

All employees and agents of the Contractor shall be subject to the jurisdiction of the representative while performing services on University's property. Each of Contractor's employees must comply with the "Standard of Conduct" applicable to all employees of Western Connecticut State University. The University reserves the right to dismiss any Contractor's employee who violates these standards of conduct or who exhibits others deemed inappropriate by the University. The University has developed specific standards of conduct deemed necessary to ensure the orderly and efficient performance of duties and services at the University and to protect the health, safety and welfare of all members of the University community. In accordance with those standards, the following items are strictly prohibited:

- (a) Use or possession of drugs or alcohol.
- (b) Possession of firearms.

- (c) Smoking in Agency buildings.
- (d) Harassment (Sexual, racial or otherwise) or intimidation of any member of the University community.
- (e) Violation of applicable traffic or public safety regulations or of Agency rules and procedures.
- (f) Unauthorized use of Agency vehicles, equipment or property.
- (g) Use of University telephones for personal business.
- (h) Removal or theft of University property.
- (i) Unauthorized duplication or possession of University keys.
- (j) Transfer of personal identification card or of parking pass to unauthorized personnel.
- (k) Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community.
- (l) Interference with the work of other employees.
- (m) Work attire other than the specified uniform.
- (n) Loud, vulgar behavior or the use of profanity.

Section 3. Proposal Requirements

3.1 Proposer's response must include the following:

- Demonstrated ability to perform to the scope of work, with a minimum of three (3) years' grants programming experience in a library setting.
- Demonstrated experience working on an open sourced development projects.
- Scope and breadth of programming experience.
- Number of personnel to be allocated to the program.
- Hourly rate for the services to be provided and estimated hours of allocation. The rates shall be inclusive of all costs associated with this program, including but not limited to business and travel expenses. Pricing shall be provided via "Appendix III Pricing Sheet".
- Key Personnel: Contact name, title and phone number for emergencies, and routine business.
- Insurance certificate demonstrating evidence of insurance.
- Notification to Bidders, Contract Compliance and EEO-1 forms. It is not sufficient to state that such forms are on file with the State of Connecticut.
- Nondiscrimination Certification (forms attached are "Form A – Representation by Individual" and Form C – "Affidavit by Entity"). If an individual, please use Form A; if an entity, please use Form C.
- OPM Ethics Form 5 – "Consulting Agreement Affidavit"
- The name and location of your company.
- The location of the office that would be serving the University.
- A brief general description of your business, including the primary line of business.
- The number of years your company has been in business.
- Specific reference information for three (3) clients you have served, relevant to the work proposed, to include (Reference Appendix I):
 - Organization name and location
 - Starting date of service
 - Services rendered
 - Contact name, title and telephone number
- Proposal Certification (Reference Appendix II)

The references must be relevant to services performed in the last three (3) years, and shall include their level of acceptance of those services.

Note that the awarded Contractor shall be expected to provide a completed OPM Ethics Form 1 "Gift and Campaign Contribution Certification" at the time of contract signing. This form is provided as part of this bid package for reference.

3.2 Instructions to Bidders

- RFP responses must be in sealed envelopes upon which a clear indication has been made of the RFP reference title, as well as the date and time the bid is due.
- Bidder's name and address must appear on the outside of the envelope, along with the sealed bid number 2017-ERB-0319 to ensure proper bid identification.
- The University is exempt from the payment of excise, transportation, and sales taxes imposed by the Federal government and/or the State. Such taxes must not be included in prices.

- The proposal must be signed by an authorized official of your organization. The proposal must also provide the name, title, address and telephone number for individuals with authority to negotiate and contractually bind the company or individuals. Please provide the name and phone number of the person to contact for the purpose of clarifying the proposal, and the name of a person to contact with authority to negotiate a contract.
- All proposals will be considered as binding upon the proposing Bidder for 120 days after submission.

Section 4. Evaluation of Proposals

4.1 Evaluation: Each proposal will be evaluated against the following criteria to determine which Bidder is most capable of implementing Western's requirements. The following criteria shall be considered in this evaluation:

- (a) Demonstrated ability and past experience to provide the services requested based on performance of similar types of projects.
- (b) Qualifications to perform the services.
- (c) Overall resources and time which may be dedicated to this program.
- (d) Customer References.
- (e) Understanding of the project and its purpose and scope, as evidenced by the proposed approach and level of effort.
- (f) Competitiveness of proposed pricing/fee structure.
- (g) Quality and clarity of the proposal.
- (h) Compliance with terms and conditions as outlined in Appendix IV of this document.
- (i) The University reserves the right to request the proposing organizations to make a formal, oral presentation regarding the submitted proposal. Each Bidder should be prepared to discuss and substantiate all areas of its proposal. The Bidder will be responsible for all costs associated with the presentation.

4.2 The University reserves the right to accept or reject any and all proposals and to order or to not order any and all goods or services against this solicitation.

Appendix I. References

Proposals should include three institutions, of similar or the same size, where your organization provides services similar to the size and scope of the operation at the University. 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.**

	<u>Institution</u>	<u>Contact</u>	<u>Telephone No.</u>
Reference #1	_____	_____	_____
E-mail:	_____		
Services Rendered	_____		
Dates of Service	_____		
Reference #2	_____	_____	_____
E-mail:	_____		
Services Rendered	_____		
Dates of Service	_____		
Reference #3	_____	_____	_____
E-mail:	_____		
Services Rendered	_____		
Dates of Service	_____		

Appendix II. Proposal Certification

Proposers – Please sign and submit this certification with your proposal.

Request for Proposal Number: 2017-ERB-0319

Description: Grant Programming Services for Western Connecticut State University

I certify that:

- This proposal is a legal and binding offer and I have the authority to bind the proposer indicated below to the specific terms, conditions and technical specifications required in this RFP and offered in the proposer’s proposal. I understand that by submitting this proposal, the proposer indicated below agrees to provide the services described in the proposal.

- The contents of the proposal are true and accurate and that the proposer has not made any knowingly false statements in the proposal.

- The proposal has been developed independently, without consultation or communication with any employee or consultant of WCSU who has worked on the development of this RFP, or with any person serving as a member of the evaluation committee, or with any other proposer or parties for the purpose of restricting competition.

- This bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; that the proposer has not directly or indirectly induced or solicited any other proposer to put in a false or sham bid; that the proposer has not solicited or induced any person, firm or corporation to refrain from bidding; and that the proposer has not sought by collusion to obtain any advantage over any other proposer or over the University.

(firm)

(Phone no.)

(address)

(e-mail address)

(signature)

(date)

(title) _____

Appendix III Pricing Structure

Hourly Rate: _____

Estimated Number of Hours to be allocated to this Project: _____

****Hourly rate shall be inclusive of all expenses to be incurred by the Contractor for this effort, including time spent on the project, travel costs, business expenses, and supplies acquired****

Appendix IV
General Terms and Conditions

Professional Standards. In rendering services under this contract, the Contractor shall conform to high professional standards of work and business ethic. The Contractor warrants that the services shall be performed: 1) in a professional and workmanlike manner; and 2) in accordance with generally and currently accepted principles and practices. During the term of this contract, the Contractor agrees to provide to the University in a good and faithful manner, using its best efforts and in a manner that shall promote the interests of the University, such services as the University requests, provided in the contract.

Forum and Choice of Law. The parties deem the Contract to have been made in the City of Hartford, State of Connecticut. Both parties agree that it is fair and reasonable for the validity and construction of the contract to be, and it shall be, governed by the laws and court decisions of the State of Connecticut, without giving effect to its principles of conflicts of laws. To the extent that any immunities provided by Federal law or the laws of the State of Connecticut do not bar an action against the State, and to the extent that these courts are courts of competent jurisdiction, for the purpose of venue, the complaint shall be made returnable to the Judicial District of Hartford only or shall be brought in the United States District Court for the District of Connecticut only, and shall not be transferred to any other court, provided, however, that nothing here constitutes a waiver or compromise of the sovereign immunity of the State of Connecticut. The Contractor waives any objection which it may now have or will have to the laying of venue of any claims in any forum and further irrevocably submits to such jurisdiction in any suit, action or proceeding.

Contract Assignment: No right or duty, in whole or in part, of the Contractor under this Agreement may be assigned or delegated without the prior written consent of the University.

Claims Against the State: The Contractor agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut arising from this agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Contractor further agrees not to initiate legal proceedings in any state or federal court in addition to, or in lieu of, said Chapter 53 proceedings.

Non-Discrimination:

Non-Discrimination: References to "Contract" shall mean this "Agreement."

(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.

Executive Orders Nos. 3, 17, 16, 7C and 14: This Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. The Contract may also be subject to the applicable parts of 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. If Executive Orders 7C and 14 are applicable, they are deemed to be 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, University shall provide a copy of these orders to the Contractor.

Termination:

- (a) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may terminate the contract whenever the University makes a written determination that such termination is in the best interests of the State. The University shall notify the Contractor in writing of termination pursuant to this section, which notice shall specify the effective date of termination and the extent to which the Contractor must complete its performance under the contract prior to such date.
- (b) Notwithstanding any provisions in this contract, the University, through a duly authorized employee, may, after making a written determination that the Contractor has breached the contract, terminate the contract in accordance with the following breach provision.
 - i. Breach. If either party breaches the contract in any respect, the non-breaching party shall provide written notice of the breach to the breaching party and afford the breaching party an opportunity to cure within ten (10) days from the date that the breaching party receives the notice. In the case of a Contractor breach, any other time period which the University sets forth in the notice shall trump the ten (10) days. The right to cure period shall be extended if the non-breaching party is satisfied that the breaching party is making a good faith effort to cure but the nature of the breach is such that it cannot be cured within the right to cure period. The notice may include an

effective contract termination date if the breach is not cured by the stated date and, unless otherwise modified by the non-breaching party in writing prior to the termination date, no further action shall be required of any party to effect the termination as of the stated date. If the notice does not set forth an effective contract termination date, then the non-breaching party may terminate the contract by giving the breaching party no less than twenty four (24) hours' prior written notice. If the University believes that the Contractor has not performed according to the contract, the University may withhold payment in whole or in part pending resolution of the performance issue, provided that the University notifies the Contractor in writing prior to the date that the payment would have been due.

- (c) The University shall send the notice of termination via certified mail, return receipt requested, to the Contractor at the most current address which the Contractor has furnished to the University for purposes of correspondence, or by hand delivery. Upon receiving the notice from the University, the Contractor shall immediately discontinue all services affected in accordance with the notice, undertake all the University's records. The records are deemed to be the property of the University and the Contractor shall deliver them to the University no later than thirty (30) days after the termination of the contract or fifteen (15) days after the Contractor receives a written request from the University for the records. The Contractor shall deliver those records that exist in electronic, magnetic or other intangible form in a non-proprietary format, such as, but not limited to, ASCII or .TXT.
- (d) Upon receipt of a written notice of termination from the University, the Contractor shall cease operations as the University directs in the notice, and take all actions that are necessary or appropriate, or that the University may reasonably direct, for the protection, and preservation of the goods and any other property. Except for any work which the University directs the Contractor to perform in the notice prior to the effective date of termination, and except as otherwise provided in the notice, the Contractor shall terminate or conclude all existing subcontracts and purchase orders and shall not enter into any further subcontracts, purchase orders or commitments.
- (e) University shall, within forty-five (45) days of the effective date of termination, reimburse the Contractor for its performance rendered and accepted by the University in accordance with the terms of this contract, in addition to all actual and reasonable costs incurred after termination in completing those portions of the performance which the notice required the Contractor to complete. However, the Contractor is not entitled to receive and the University is not obligated to tender to the Contractor any payments for anticipated or lost profits. Upon request by the University, the Contractor shall assign to the University, or any replacement Contractor which the University designates, all subcontracts, purchase orders and other commitments, deliver to the University all records and other information pertaining to its performance, and remove from State premises, whether leased or owned, all of Contractor's property, equipment, waste material and rubbish related to its performance, all as the University may request.
- (f) For breach or violation of any of the provisions in the section concerning representations and warranties, the University may terminate the contract in accordance with its terms and revoke any consents to assignments given as if the assignments had never been requested or consented to, without liability to the Contractor or Contractor parties or any third party.
- (g) Upon termination of the contract, all rights and obligations shall be null and void, so that no party shall have any further rights or obligations to any other party, except with respect to the sections which survive termination. All representations, warranties, agreements and rights of the parties under the contract shall survive such termination to the extent not otherwise limited

in the contract and without each one of them having to be specifically mentioned in the contract.

- (h) Termination of the contract pursuant to this section shall not be deemed to be a breach of contract by the University.

Indemnification:

- (a) The Contractor shall indemnify, defend and hold harmless the State and its officers, representatives, agents, servants, employees, successors and assigns from and against any and all (1) claims arising, directly or indirectly, in connection with the Contract, including the acts of commission or omission (collectively, the "Acts") of the Contractor or contractor parties; and (2) liabilities, damages, losses, costs and expenses, including but not limited to, attorneys' and other professionals' fees, arising, directly or indirectly, in connection with claims, Acts or the contract. The Contractor shall use counsel reasonably acceptable to the State in carrying out its obligations under this section. The Contractor's obligations under this section to indemnify, defend and hold harmless against claims includes claims concerning confidentiality of any part of or all of the Contractor's bid, proposal or any records, any intellectual property rights, other proprietary rights of any person or entity, copyrighted or uncopyrighted compositions, secret processes, patented or unpatented inventions, articles or appliances furnished or used in the performance.
- (b) The Contractor shall not be responsible for indemnifying or holding the State harmless from any liability arising due to the negligence of the State or any third party acting under the direct control or supervision of the State.
- (c) The Contractor shall reimburse the State for any and all damages to the real or personal property of the State caused by the Acts of the Contractor or any contractor parties. The State shall give the Contractor reasonable notice of any such claims.
- (d) The Contractor's duties under this section shall remain fully in effect and binding in accordance with the terms and conditions of the Contract, without being lessened or compromised in any way, even where the Contractor is alleged or is found to have merely contributed in part to the Acts giving rise to the claims and/or where the State is alleged or is found to have contributed to the Acts giving rise to the claims.
- (e) The Contractor shall carry and maintain at all times during the term of the Contract, and during the time that any provisions survive the term of the Contract, sufficient general liability insurance to satisfy its obligations under this Contract. The Contractor shall name the State as an additional insured on the policy and shall provide a copy of the policy to University prior to the effective date of the Contract. The Contractor shall not begin performance until the delivery of the policy to the University. The University shall be entitled to recover under the insurance policy even if a body of competent jurisdiction determines that the University or the State is contributorily negligent.
- (f) This section shall survive the termination of the contract and shall not be limited by reason of any insurance coverage.

Severability: If any one or more of the provisions contained herein shall for any reason be held to be unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, but this Agreement shall then be construed as if such unenforceable provision or provisions had never been contained herein.

Waiver: A waiver of a breach or default under this Agreement shall not be waiver of any subsequent breach or default hereunder. Failure of either party to enforce compliance with any term or condition of this Agreement shall not constitute a waiver of such term or condition.

Excused Performance: No party shall be liable for failure to perform or delay in performing all or any part of its obligations under this Agreement (other than payment obligations) to the extent that they are unable to perform directly or indirectly due to any cause or circumstance beyond the reasonable control of such party, including without limitation an act of war, war, terrorism, strike or other labor dispute, an act of God, fire, flood, storms, earthquake, or similar event (“Force Majeure”). The party affected by an event of Force Majeure shall promptly notify the other party in writing, and shall be given additional time to perform in a period equal to the delay caused directly by such event. The party so affected shall act diligently in attempting to remedy the cause by taking reasonable steps to resume performance with the least possible delay.

Sovereign Immunity: The parties acknowledge and agree that nothing in this Contract shall be construed as a modification, compromise or waiver by the State of any rights or defenses of any immunities provided by Federal law or the laws of the State of Connecticut to the State or any of its officers and employees, which they may have had, now have or will have with respect to all matters arising out of this Contract. To the extent that this section conflicts with any other section, this section shall govern.

Contractor’s Standards of Conduct

- (a) In order to insure the orderly and efficient performance of duties and services at University and to protect the health, safety and welfare of all members of University community the Contractor agrees that the following items are strictly prohibited while performing services under this Agreement:
- i. Use or possession of drugs or alcohol;
 - ii. Possession of firearms or illegal weapons anywhere on campus property including vehicles;
 - iii. Smoking in buildings;
 - iv. Harassment (sexual, racial or otherwise) or intimidation of anyone on the premises of the campus;
 - v. Violation of applicable traffic or public safety regulations or of University rules and procedures;
 - vi. Unauthorized use of University vehicles, equipment or property;
 - vii. Use of University telephones for personal business;
 - viii. Removal or theft of University property;
 - ix. Unauthorized duplication or possession of University keys;
 - x. Transfer of personal identification card or of parking pass to unauthorized personnel;
 - xi. Conduct or behavior that endangers the health, safety and welfare of any member of the public or of the University community;
 - xii. Interference with the work of other employees;
 - xiii. Work attire other than the specified uniform; and
 - xiv. Loud, vulgar behavior or the use of profanity.

Violation of Standards: Contractor will require its employees to comply with the standards listed in Professional Standards above. The University may, at its discretion, recommend discharge of any employee of the Contractor found to be in violation of the standards noted herein, or in violation of any law or standards adopted by the University from time to time, as required, to protect the health, safety and welfare of the University community. Upon request of the University, Contractor shall remove any of its employees that violate said standards from assignments to be performed under this Agreement.

FERPA: In all respects, Contractor shall comply with the provisions of the Family Educational Rights and Privacy Act (FERPA). For purposes of this contract, FERPA includes any amendments or other relevant provisions of federal law, as well as all requirements of Chapter 99 of Title 34 of the Code of Federal Regulations, as amended from time to time. Nothing in this agreement may be construed to allow Contractor to maintain, use, disclose or share student information in a manner not allowed by federal law or regulation or by this contract. Contractor agrees that it shall not provide any student information obtained under this contract to any party ineligible to receive data protected by FERPA.

Entire Agreement: This written contract shall constitute the entire agreement between the parties and no other terms and conditions in any document, acceptance, or acknowledgement shall be effective or binding unless expressly agreed to in writing by the University.

Campaign Contribution Restrictions. For all State contracts as defined in Conn. Gen. Stat. § 9-612(g) the authorized signatory to this contract expressly acknowledges receipt of the State Elections Enforcement Commission (SEEC) notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principles of the contents of the notice. See Form reproduced and inserted below.



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.

Summary of State Ethics Laws. Pursuant to the requirements of section 1-101qq of the Connecticut General Statutes, the summary of State ethic laws developed by the State Ethics Commission pursuant to section 1-81b of the Connecticut General Statutes is incorporated by reference into and made a part of the contract as if the summary had been fully set forth in the contract.

Whistleblower Provision: This contract may be subject to the provisions of Section 4-61dd of the Connecticut General Statutes. In accordance with this statute, if an officer, employee or appointing authority of the Contractor takes or threatens to take any personnel action against any employee of the Contractor in retaliation for such employee's disclosure of information to any employee of the contracting state or quasi-public agency or the Auditors of Public Accounts or the Attorney General under the provisions of subsection (a) of such statute, the Contractor shall be liable for a civil penalty of not more than five thousand dollars for each offense, up to a maximum of twenty per cent of the value of this contract. Each violation shall be a separate and distinct offense and in the case of a continuing violation, each calendar day's continuance of the violation shall be deemed to be a separate and distinct offense. The State may request that the Attorney General bring a civil action in the Superior Court for the Judicial District of Hartford to seek imposition and recovery of such civil penalty. In accordance with subsection (f) of such statute, each large state contractor, as defined in the statute, shall post a notice of the provisions of the statute relating to large state contractors in a conspicuous place which is readily available for viewing by the employees of the contractor.

Appendix V
Technical Documentation – CAO Application

EAD files are stored in directories based on the MARC main agency code assigned to the repository. If no code exists, a code is assigned by the CAO.

Each EAD finding aid file must be well formed and contain 1) a url attribute that points to where the participating repository serves that finding aid 2) When DTD based, a copy of the EAD dtd must be in that repository's directory.

The CAO uses a Zebra indexer and TKL <http://www.zope.org/the-world-of-zope> for display of pages (both from Index Data)

http://wiki.code4lib.org/index.php/Getting_Started_with_Zebra

<http://www.indexdata.com/zebra>

The CAO uses Zope (<http://www.zope.org/the-world-of-zope>) for the CAO's "Show Relevant Containers" functionality.

The Zebra indexer points to each CAO directory.

Result sets with top level unittitle, unitdate, unitid, controlaccess, publisher, and abstract are styled by xslt stylesheet and rendered in tkl.

Files that process the participating repository EAD

- update_indexes.sh - lists all the directories with EADs being searched
- count.sh - counts the number of EADs in a participating repository's directory
- index.tkl - splash page for CAO with drop down for selecting a repository
- document.xsl - ?
- search.xsl - styling search results
- ead2dc.xsl - conversion of EAD to Dublin Core?
- add local file folder in zope at staff/ead/ - for WebDav?

Show containers functionality

A link on the search results page utilizes a Mochikit javascript library (<http://mochi.github.io/mochikit/doc/html/MochiKit/Async.html>)

```
<a class="displaybutton" href="#" rel="http://library.wcsu.edu/cao/uconn/MSS19980369.xml"
onclick="javascript:showContainers(this); return false;"> Show Relevant Containers</a>
```

The utilization of Mochikit:

```
/*
These script are for the links at the bottom of the record.
toggleByClass toggles the detail view. showc
*/
```

```

// ##### Supporting Function #####

toggle = function(el) {
  if (MochiKit.Style.getStyle(el, 'display') == 'block') {
    el.style.display = 'none';
  } else {
    el.style.display = 'block';
  }
};

toggleDisplay = function (theLink) {
  if ( theLink.innerHTML == "Show" ) {
    theLink.innerHTML = "Hide";
  } else {
    theLink.innerHTML = "Show";
  }
}

// MochiKit Simple XMLHttpRequest Call
function loadContainerInfo(url, el) {
  var doReplace = function (req) {
    el.innerHTML = req.responseText;
  };

  var doReplaceError = function () {
    el.innerHTML = "<span class='warning3'>Sorry, an error occurred. Consult the
finding aid directly but clicking on the title.</span>";
  };
  el.innerHTML = ''
  var req = MochiKit.Async.doSimpleXMLHttpRequest(url);

  req.addCallbacks(doReplace, doReplaceError);
}

// ##### Called Functions #####3

// Toggle visibility for divs with a specific class.
toggleByClass = function (cls, theLink) {
  var theDiv = theLink.parentNode
  var theRecord = theDiv.parentNode
  var elems = MochiKit.DOM.getElementsByTagAndClassName('div', cls, theRecord);
  MochiKit.Base.map(toggle, elems);
  if (theLink.innerHTML == "Show Details") {
    theLink.innerHTML = "Hide Details";
  }
}

```

```

    } else {
        theLink.innerHTML = "Show Details";
    }
}

// Do search on xml src doc and show relevant containers
showContainers = function (theLink) {
    var qs = window.location.search.substring(1);
    var theURL = theLink.rel.replace("cao", "staff/ead");
    var src_uri = theURL + "/sns/container?" + qs;
    var theDiv = theLink.parentNode
    var theRecord = theDiv.parentNode
    var elems = MochiKit.DOM.getElementsByTagAndClassName('div', 'relevant',
theRecord);
    MochiKit.Base.map(toggle, elems);
    if (theLink.innerHTML.indexOf("Show") > 1) {
        loadContainerInfo(src_uri, elems[0]);
        theLink.innerHTML = "| Hide Relevant Containers";
    } else {
        theLink.innerHTML = "| Show Relevant Containers";
    }
}

focusSearchBox = function () {
    document.searchitems.query1.focus();
}

MochiKit.DOM.addLoadEvent(focusSearchBox);

```

Adding a new repository

Verify the EAD source files

- What is the url of eadid pointing to? Is it correct?
- Are the EAD files pointing to the DTD in the public header? If so the ead.dtd needs to be in that repositories CAO directory

Files you have to alter to accommodate the new CAO directory

- update_indexes.sh
- count.sh
- index.tkl
- document.xsl
- search.xsl
- ead2dc.xsl
- add local file folder in zope at staff/ead/

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

(Revised 09/3/15)

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 bidder’s good faith efforts to include minority business enterprises as subcontractors and suppliers for the work of the contract.

1) Definition of Small Contractor

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

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

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.

MARKETING AND SALES: Occupations related to the act or process of buying and selling products and/or services such as sales engineer, retail sales workers and sales representatives including wholesale.

LEGAL OCCUPATIONS: In-House Counsel who is charged with providing legal advice and services in regards to legal issues that may arise during the course of standard business practices. This category also includes assistive legal occupations such as paralegals, legal assistants.

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, bill and account collectors, customer service representatives, dispatchers, secretaries and administrative assistants, computer operators and clerks (such as payroll, shipping, stock, mail and file).

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.

PRODUCTION WORKERS: The job titles included in this category are chemical production machine setters, operators and tenders; crushing/grinding workers; cutting workers; inspectors, testers sorters, samplers, weighers; precious stone/metal workers; painting workers; cementing/gluing machine operators and tenders; etchers/engravers; molders, shapers and casters except for metal and plastic; and production workers.

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

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

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
<p>Major Business Activity (brief description)</p>	<p>Bidder Identification (response optional/definitions on page 1)</p> <p>-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 ___</p>
<p>Bidder Parent Company (If any)</p>	<p>- Bidder is certified as above by State of CT Yes ___ No ___</p>
<p>Other Locations in Ct. (If any)</p>	

PART II - Bidder Nondiscrimination Policies and Procedures

<p>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes ___ No ___</p>	<p>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 ___</p>
<p>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes ___ No ___</p>	<p>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes ___ No ___</p>
<p>3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes ___ No ___</p>	<p>9. Does your company have a mandatory retirement age for all employees? Yes ___ No ___</p>
<p>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes ___ No ___</p>	<p>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 ___</p>
<p>5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes ___ No ___</p>	<p>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 ___</p>
<p>6. Does your company have a collective bargaining agreement with workers? Yes ___ No ___</p> <p>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes ___ No ___</p> <p>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes ___ No ___</p>	<p>12. Does your company have a written affirmative action Plan? Yes ___ No ___ If no, please explain.</p> <p>13. Is there a person in your company who is responsible for equal employment opportunity? Yes ___ No ___ If yes, give name and phone number. _____</p>

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											
Marketing & Sales											
Legal Occupations											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
Production Occupations											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

*NOTE: JOB CATEGORIES CAN BE CHANGED OR ADDED TO (EX. SALES CAN BE ADDED OR REPLACE A CATEGORY NOT USED IN YOUR COMPANY)

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
-------------	---------	---------------	-------------



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b). For sole source or no bid contracts the form is submitted at time of contract execution.

INSTRUCTIONS:

If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or contractor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or contractor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

AFFIDAVIT: [Number of Affidavits Sworn and Subscribed On This Day: ____]

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? [] YES [] NO

If YES: Name of Former State Agency Termination Date of Employment

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

Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date

Printed Name (of above) Awarding State Agency

Sworn and subscribed before me on this ____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public

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, pursuant to C.G.S. §§ 4-250, 4-252(c) and 9-612(f)(2) and Governor Dannel P. Malloy's Executive Order 49.

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 January 1, 2011, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(f)(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(f)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after January 1, 2011 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(f)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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

Lawful Campaign Contributions to Candidates for the General Assembly:

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

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

Printed Contractor Name

Printed Name of Authorized Official

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 20____.

Commissioner of the Superior Court (or Notary Public)

My Commission Expires





STATE OF CONNECTICUT

NONDISCRIMINATION CERTIFICATION – Representation by Individual

For All Contract Types Regardless of Value

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

INSTRUCTIONS:

For use by an individual who is not an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut, regardless of contract value. Submit to the awarding State agency prior to contract execution.

REPRESENTATION OF AN INDIVIDUAL:

I, _____ of _____
(Signatory) (Business Address)

represent that I will comply with the nondiscrimination agreements and warranties of the Connecticut General Statutes §§ 4a-60 and 4a-60a, as amended.

(Signatory) (Date)

(Printed Name)

