



REQUEST FOR QUOTATION

To

**Establish a University Contract for Floor and Ceiling Tiles and
Related Supplies**

for

**THE UNIVERSITY OF CONNECTICUT
STORRS, CONNECTICUT**

RFQ# B523601-5

Date of Release: May 8, 2006

Bid Opening Thursday, June 1, 2006 @ 2:00 P.M. EST

Firm's Name

**Kathleen Joy
Assistant Director, Purchasing
3 No. Hillside Road, Unit 6076
Storrs, CT 06269-6076
Email: kathleen.joy@uconn.edu**

Introduction

The University of Connecticut (hereinafter referred to as “the University”) is seeking bids from experienced and qualified vendors to provide select floor and ceiling tiles and related supplies to be stocked in the University’s Central Stores Operation at 3 North Hillside Road, Unit 6114, Storrs, CT 06269 for University-wide use on an “as-needed” basis. Because requirements cannot be predicted with any degree of accuracy, any contract resulting from this RFQ will not guarantee a specific amount of business or income. It should also be noted that any contract resulting from this RFQ will not be an exclusive contract. The University will reserve the right to make multiple awards, to award by line item and to place purchase orders in any manner deemed by the University to be in its own best interest.

The University’s main campus is located in Storrs, CT 06269. Although the majority of the purchases will be delivered to the Storrs campus, vendors should be prepared to meet the needs of the University’s regional campuses (located at Groton, Hartford, Waterbury, Torrington and Stamford).

The best estimate is that any contract resulting from this bid solicitation may be valued at \$50,000.00 annually. These figures represent only the University’s best estimate and the actual volume will depend solely on the University’s needs. This estimate should not be interpreted or construed as a commitment or a promise by the University of Connecticut to expend any specific sum of money for the items identified herein.

Section 1 Terms and Conditions

1.0 Errors

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

1.1 Clarifications

A bidder requiring clarification or interpretation of the RFQ shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of bids via facsimile to (860) 486-5051, via e-mail at kathleen.joy@uconn.edu or mailed to:

*Kathleen Joy
Assistant Director, Purchasing
University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076*

1.2 Payment Terms

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

1.3 Assignment/Modification

Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this Agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.

1.4 Taxes

The University of Connecticut is exempt from federal excise taxes, and no payment will be made for any taxes levied on the vendor's employees' wages. The University is exempt from state and local sales and use taxes on the services and/or equipment supplied pursuant to this agreement.

1.5 Exceptions to Specifications

The vendor shall clearly state, in the bid, any exceptions to or deviations from these specifications; otherwise, the vendor will be held responsible for compliance with all specifications listed herein.

1.6 Obligations

The contents of the Request for Quotation (RFQ) and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

1.7 Additional Costs

Costs associated with every aspect of materials, transportation packaging and service necessary to provide the commodity as specified herein must be included in the net pricing. The University shall not be responsible for any costs incurred by the vendor, which are not included in the response.

1.8 Warranty

1.8.1 The vendor shall unconditionally warrant all products as being free from defects and capable of performing to the requirements of this bid when operated by the University within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance on parts specified hereunder, the contractor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University. A copy of the warranty must be enclosed with the bid response.

1.9 Award

1.9.1 Contract award will be based on the lowest overall cost to the University. The costs shall be determined after considering the list prices given and the respective discount/markup offered, delivery, transportation, insurance, and any associated administrative fees.

1.9.2 The selected Bidder shall, within ten (10) calendar days after receipt of a “Notice of Award”, enter into a written contract with the University.

1.9.3 The contract, when duly executed, shall represent the entire agreement between the parties.

1.10 Prevailing Law

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

1.11 Promotion

Unless specifically authorized in writing by University Communications on a case by case basis, vendor shall have no right to use, and shall not use, the name of The University of Connecticut, its officials or employees, or the Seal of the University: (a) in any advertising, publicity, promotion; nor (b) to express or to imply any endorsement of contractor’s products or services; nor (c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above), except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

1.12 Minor Technicalities

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

1.13 Contract Award

1.13.1 In soliciting quotations, it is the University’s intent to establish a primary source for providing these goods to the University of Connecticut. However, the University reserves the right to make multiple awards resulting from this request for quotation. The lowest responsive bidder will become the University’s primary vendor. However, if at any time service is needed and cannot be provided by the primary vendor within the desired time frame the University will reserve the right to procure service from secondary or tertiary respondents.

1.13.2 Once a contract is issued the University will place orders on an “as needed” basis.

1.14 Statutory/Regulatory Compliance

The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract which may result from this request for bid.

1.15 Remedies Upon Default

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

1.16 Collection for Default

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

1.17 Immunity from Liability

Every person who is a party to this Agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract which may result from this solicitation.

1.18 Indemnification

1.18.1 The respondent agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the State may incur or sustain by reason of the failure of the respondent to fully perform and comply with the terms and conditions of any contract resulting from this RFQ.

1.18.2 State of Connecticut agencies (University of Connecticut) may not enter into indemnification or "Hold Harmless" agreements. In the event of a loss by the vendor or any third party shall have recourse through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the University of Connecticut will be filed with the Connecticut Claims Commissioner

1.19 Freight – Unless otherwise noted, all prices shall include delivery and transportation charges fully pre-paid F.O.B. Destination. No extra charges for packing or packages will be allowed.

1.20 Pricing – All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:

1.20.1 Price increases are based on documented changes in the vendors laid in cost of product or other discounts allowed and,

1.20.2 Prices quoted in response to this Request for Quotation may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increase in selling price should be addressed in your bid document and,

1.20.3 The University Purchasing Department is notified of the increase a minimum of fourteen (14) days prior to the effective date and, the vendor provides the University any and all documentation it may require to support the proposed price increases.

1.21 Executive Order No. 3

This Contract is subject to the provisions of **Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971**, and, as such, this contract may be cancelled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or federal law concerning nondiscrimination, notwithstanding that the labor commissioner is not a party to this contract. The Parties to this Contract, as part of the consideration hereof, agree that said Executive Order No. Three is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the state labor commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The Contractor agrees, as part consideration hereof, that this Contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that it will not discriminate in its employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.

1.22 Executive Order No. 17

This Contract is subject to the provisions of **Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973**, and, as such this Contract may be cancelled, terminated or suspended by the contracting agency or the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the Labor Commissioner may not be a party to this Contract. The Parties to this Contract, as part of the consideration hereof, agree that Executive Order No. Seventeen is incorporated herein by reference and made a part hereof. The Parties agree to abide by said Executive Order and agree that the contracting agency and the State Labor Commissioner shall have joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.

1.23 Executive Order No. 16

This Contract is subject to the provisions of **Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999**, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):

(b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.

(c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.

(d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.

(e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

1.24 Executive Order No. 7B

This Contract is subject to **Executive Order No. 7B of Governor M. Jodi Rell, promulgated on November 16, 2005**. The Parties to this Contract, as part of the consideration hereof, agree that:

(a) The State Contracting Standards Board (“the Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

(1) A violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

(2) Wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

(b) For the purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

(c) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of \$50,000 (fifty

thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat. § 4-252 shall not be affected by this Section.

1.25 Mandatory Affidavits:

In light of recent executive and legislative changes to Connecticut's state contracting requirements, the Office of Policy and Management ("OPM") has updated its contracting affidavits, certifications and affirmations. Pursuant to Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 1, para 8, Large State Contracts between the State of Connecticut and private entities are required to be accompanied by an Agency Certification and the appropriate Gift/Campaign Contribution Affidavit. Subsequently, Governor M. Jodi Rell's Executive Order No. 7B (see Section 2.24) modified the contract thresholds provided in Conn. Gen. Stat. §§ 4-250 and 251 for all procurements with a value of \$50,000 or more in a calendar or fiscal year.

In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods or services, which contract has a total value of \$50,000 or more in any calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of state ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants.

Therefore, all state contracts that meet the requirements provided in the aforementioned decrees shall be accompanied by all appropriate affidavits, certification and affirmations. **Please include mandatory affidavits which can be found at: http://www.opm.state.ct.us/policies.htm#Office_Secretary**

Your proposal response must include the following original, notarized affidavits to be considered compliant:

- **"Gift Affidavit" – Form 1A**
- **"Consulting Affidavit" – Form 5**
- **"Acknowledgement of Receipt of Summary of State Ethics Laws" – Form 6A**

Section 2 Supplemental Terms & Conditions

2.0 Qualification of Bidders

- 2.0.1 Bids will be considered from vendors with a demonstrated history of successfully providing similar goods or services to other institutions of higher education or private sector corporation with similar volumes and needs.
- 2.0.2 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's bid.
- 2.0.3 The University will reject any bid and void any award resulting from this RFQ to a vendor who makes any material misrepresentation in their bid.
- 2.0.4 The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their bid.

2.1 References

All offers shall include three (3) references currently using commodities of the type being offered. At a minimum, the customer's name, the name of a contact person, a telephone number and email address shall be provided.

2.2 Information Requirement

Any catalogs or price sheets that pertain to this RFQ must be included for this bid to be deemed responsive.

2.3 Contract Term

- 2.3.1 The University is seeking a contract for the period of one (1) year, from date of award through June 30, 2007, with an option to extend for four (4) additional one (1) year terms or parts thereof. Said option will only be exercised upon satisfactory performance and by mutual written consent of both parties.
- 2.3.2 Such intent to extend shall be conveyed to the vendor(s) in writing no less than thirty (30) days prior to the effective date.

2.4 Contract Termination for Cause

- 2.4.1 The University may terminate any resulting contract for cause by providing a Notice to Cure to the vendor citing the instances of noncompliance with the contract.
- 2.4.2 The vendor shall have ten (10) days to reply to the Notice to Cure and indicate why the contract should not be terminated and recommend remedies to be taken.
- 2.4.3 If the vendor and the University reach an agreed upon solution, the vendor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
- 2.4.4 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by the vendor, the University reserves the right to terminate the agreement.
- 2.4.5 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

Section 3 Submittal of Bids

3.0 Each firm, by submitting a bid, represents that the firm has:

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

3.1 Submittal of Bids

- 3.1.1 Responses must be submitted **in duplicate** to the University of Connecticut Purchasing Department, 3 North Hillside Road, Storrs, CT 06269-6076. Bids submitted by mail must be in an envelope clearly identified with the name and address of the bidder and the designation "Bid #B523601-5, Floor and Ceiling Tiles". **All submittals must be received by 2:00 p.m. on June 1, 2006.**
- 3.1.2 No responsibility will be attached to any person for the premature opening of any bid that is not properly identified.
- 3.1.3 The complete response to this Bid shall include the following documentation:
 - 3.1.3.1 Form of Bid,
 - 3.1.3.2 List of exceptions to specifications or terms and conditions (if any),
 - 3.1.3.3 Completed Bidder Contract Compliance Monitoring Report,
 - 3.1.3.4 Copy of Manufacturer's warranty,
 - 3.1.3.5 Bidders Qualification Statement (including reference)
 - 3.1.3.6 Gift Affidavit Form 1A, original notarized copy
 - 3.1.3.7 Consulting Affidavit Form 5, original notarized copy
 - 3.1.3.8 Acknowledge Receipt of State Ethics Laws Form 6A, original notarize copy
 - 3.1.3.9 MSDA Sheets

3.2 Incomplete Information

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

3.3 Modification Or Withdrawal Of Bids Will Be Executed As Follows:

- 3.3.1 A bid shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of bids and the bidder so agrees in submitting a bid.
- 3.3.2 Prior to the time and date assigned for receipt, bids submitted early shall be modified or withdrawn only by written notice to the University. Such notice shall be received by the University prior to the designated date and time for receipt of bids. Withdrawn bids may be submitted up to the time designated for receipt of bids provided they are then fully in conformance with these terms and conditions.

Section 4 Specifications

4.0 Form of Bid

- 4.0.1 All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made a part of the bid.
- 4.0.2 Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for bid opening, will not be considered.
- 4.0.3 Prices should be stated in units of quantity specified, with packing and delivery to destination included. When unit prices are specified, prices and to be shown in words and figures when specified, in the event of a discrepancy between the prices written words and those in figures, the written price shall prevail.
- 4.0.4 Product samples may be requested for analysis by the Purchasing Department. Requested samples shall be provided free of expense, and if not destroyed, will upon request, be returned at the bidder's risk and expense.
- 4.0.5 Bids must show unit price, amount and grand total or bid may be rejected.

4.1 Delivery

The vendor will be responsible for the tailgate delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice. Goods must be delivered within two (2) weeks after receipt of order on a "normal" basis, within 24 hours on a "rush" basis. No freight charges will be allowed.

- 4.2 Returns/Refunds: Call tags must be provided for any over shipments, damaged goods or incorrect items that require return. Goods are to be shipped in such a way as to prevent damage. Replacement of incorrect or damaged good must be made in a timely fashion. Invoices and credits are to be mailed to:

University of Connecticut Central Stores
3 North Hillside Road, Unit 6114
Storrs, CT 06269-6114

All correspondence and related paperwork must reference the Purchase Order number and the Release number assigned to the order.

- 4.3 Sales Support: The successful bidder must provide a sales representative, on an "as needed" basis, who will be responsible for providing the following services:

- 4.3.1 Assist end user with matching existing tile on site,
- 4.3.2 Assist Purchasing Department with resolving customer service problems,
- 4.3.3 Provide demonstrations and samples of equipment and/or supplies for the end user,
- 4.3.4 Detailing new products to the end user,
- 4.3.5 Providing special pricing for unusually large orders and/or high volume items,
- 4.3.6 Devoting as much time as is necessary to effectively meet the needs of the University as they relate to any contract resulting from this bid solicitation.

- 4.4 Discount Structure: Submit with your bid response any additional discounts offered for other similar materials from Armstrong, USG, Johnsonite and other suppliers. Turn-around time for quotes must be provided to Central Stores within 24 hours of request for items not specified on Form of Bid.
- 4.5 Mandatory Requirement: Specify NO Asbestos-containing products. Provide MSDA sheets with your bid response.

FORM OF BID
RFQ# B523601-5
University Contract for Floor and Ceiling Tiles and Related Supplies

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

Date: June 1, 2006

- The undersigned bidder, in response to your Request for Quotation for the above referenced contract, having examined the Request for Quotation, hereby proposes to provide the goods and services in accordance with the quotation attached hereto.

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

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

- Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
- Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.
- Bidder hereby certifies that: (a) this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
- Payment terms: _____
- Please extend pricing based on estimated yearly usage:

SKU	MFG #	Description	Est. Annual Usage	UO I	Price per Unit	Extended Price
10051021	FRANKLIN 2706-1G	CEMENT, CEILING, ACOUSTICAL TILE	60	GL		
10051067	ROBERTS 2057	CEMENT, ADHESIVE, FLOOR TILE, GALLON	120	GL		
10051072	ROBERTS 2057	CEMENT, ADHESIVE, FLOOR TILE, 4 GAL PAIL	16	PL		
16220145	PGL(HUTTIG) 58779	TILE, CEILING, 12" X 12" X 1/2"BEVELED EDGE, WOOD FIBER,	24	CS		
16220189	ARMSTRONG 554	TILE, CEILING, 12" X 12" X 3/4" ,FISSURED, SQUARE EDGE, TRAVERTONE	8	CS		
16220193	ARMSTRONG 507	TILE, CEILING, 24" X 24" X 3/4", FISSURED, ANGLED TEGULAR EDGE, TRAVERTONE, 12/CT	40	CS		
16220198	ARMSTRONG 1911	TILE, CEILING, 24" X 24" X 3/4", BEVELED, TEGULAR, WHITE, 12/CT	12	CS		
16220219	ARMSTRONG 704	TILE, CEILING, 24" X 24" X 5/8", ANGLED TEGULAR, NON-DIR. FISSURED, 15/16"GRID, 16/CT	40	CS		
16220223	ARMSTRONG 770	TILE, CEILING, 24" X 24" X 5/8", FISSURED, SQUARE EDGE, 16/CTN	60	CS		

16220272	ARMSTRONG 703B	TILE, CEILING, 24" X 48" X 5/8", ANGLED TEGULAR, NON-DIR FISSURED, 15/16" GRID, 10/CT	6	CS		
16220274	ARMSTRONG 755B	TILE CEILING, 24" X 48" X 5/8", FISSURED, SQUARE LAY-IN, 12/CTN	100	CS		
16220275	ARMSTRONG 2767 SECOND LOOK II	TILE, CEILING, 24" X 48" X 3/4", NON DIREC FISSURED, ANGLED TEGULAR, 10/CT	10	CS		
16220276	ARMSTRONG 769	TILE, CEILING, 24" X 48" X 5/8", NON- DIREC FISSURED, SQUARE EDGE, 12/CTN	40	CS		
16220281	ARMSTRONG BP1729A	TILE, CEILING, 24" X 48" X 5/8", FINE FISSURED, SQ LAY-IN, 12/CTN	20	CS		
16220285	USG PEBBLED CLIMAPLUS 4800	TILE, CEILING, 24" X 48" X 5/8", PEBBLED, WHITE, 8/CTN	30	CS		
16290101	JOHNSONITE	COVE BASE, 4" OUTSIDE CORNER, 1/8" THICK, BLACK, 25/BX	9	BX		
16290105	JOHNSONITE	COVE BASE, 4" INSIDE CORNER, 1/8" THICK, BLACK, 25/BX	7	BX		
16290203	JOHNSONITE	COVE BASE, VINYL RUNNER, 1/8" X 4" X 4 FT, BLACK, 120 LF/BX	20	BX		
16290315	ARMSTRONG 51910	TILE, VINYL COMPOSITION, 12" X 12", CLASSIC BLACK, 45 SF/CS	20	CS		
16290327	ARMSTRONG 51830	TILE, VINYL COMPOSITION, 12" X 12", COTTAGE TAN, 45 SF/CS	50	CS		
16290417	ARMSTRONG 51836	TILE, VINYL, 12" X 12" X 1/8", SHELTER WHITE, 45 SF/CS	80	CS		
16290421	ARMSTRONG 51908	TILE, VINYL, 12" X 12" X 1/8" , IMPERIAL PEWTER, 45 SF/CS	200	CS		
13540106	CHICAGO 250- 01	TEE, MAIN, 12 FT, WHITE, METALLIC, 25/CTN	10	CT		
13540115	CHICAGO 1254	TEE, 4 FT, WHITE, METALLIC, STAB TYPE, 50/CTN	20	CT		
13540124	CHICAGO 1242	TEE, 2 FT, WHITE, METALLIC, STAB TYPE, 75/CTN	8	CT		
13540132	CHICAGO HW12	WIRE, HANGING, 12 GAUGE, 12 FT, 50/BDL	4	BD		
TOTAL COST:						

Signed this _____ day of _____, 20____

Firm Name: _____

Address: _____

Duly Authorized _____

Title: _____

BIDDER'S QUALIFICATION STATEMENT

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

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

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____

Years?

5. This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship

_____ Joint Venture _____ Other

_____ Women Owned _____ Minority Business _____ Set Aside Contractor

Bidders Qualification Statement

Bid #B523601-5

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

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

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

(Attach additional sheet if necessary)

8. References: List at least three (3) references for contracts of similar size and scope, including a brief description of the work performed, the location, the name and telephone number of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Name & Address	Term	Amount	Contact Person	Telephone #
_____	_____	_____	_____	_____

	Email Address: _____			
_____	_____	_____	_____	_____

	Email Address: _____			
_____	_____	_____	_____	_____

	Email Address: _____			

Bidders Qualification Statement
Bid B523601-5
Page 3 OF 3

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

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

1. _____ Attached 2. _____ N/A

Dated at _____

this _____ day of _____ 20 _____

Name of Organization:

Address: _____

FEIN # _____

Telephone: _____ Fax: _____

Signature _____

(Print Name) _____

Title _____

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

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

PART I - Bidder Information

<p>Company Name Street Address City & State Chief Executive</p>	<p>Bidder Federal Employer Identification Number _____ Or Social Security Number _____</p>
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PART IV - Bidder Employment Information

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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ATTACHMENT A

Provisions of this Contract Required by Connecticut General Statutes 4a-60

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation 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;(2) the Contractor to state that 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 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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol 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 member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall 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.

(c) Determination of a Contractor's good faith efforts shall include but 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 other such reasonable activities 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 (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (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.

Provisions of this Contract Required by Connecticut General Statutes 4a-60a

(a) The Contractor agrees to the following provisions: (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 advising the labor union or worker's 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 sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes

(b) 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 related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) The Contractor shall include the provisions of subsection (a) 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 the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (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.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Affidavit
(Bid or Proposal)

Gift affidavit to accompany bids or proposals for state procurements with a value of \$50,000 or more in a calendar or fiscal year and licensing arrangements with a cost to the State greater than \$500,000 in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 251, and Governor M. Jodi Rell's Executive Order No. 7B, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that during the two-year period preceding the submission of this bid or proposal that neither myself nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal nor any agent of the above gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the state agency or quasi-public agency soliciting the bids or proposals who participated directly, extensively, and substantially in the preparation of the bid solicitation or preparation of request for proposal or (2) to any public official or state employee who has supervisory or appointing authority over the state agency or quasi-public agency soliciting the bid or proposal, except the gifts listed below:

<u>Name of Benefactor</u>	<u>Name of recipient</u>	<u>Gift Description</u>	<u>Value</u>	<u>Date of Gift</u>
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List information here

Further, neither I nor any principals or key personnel of the submitting firm or corporation who participated directly, extensively and substantially in the preparation of this bid or proposal know of any action to circumvent this gift affidavit.

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

_____	_____
Signature	Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

Consulting agreement affidavit to accompany state contracts for the purchase of goods and services with a value of \$50,000 or more in a calendar or fiscal year, pursuant to Section 51 of Public Act 05-287.

This affidavit is required if a bidder or vendor has entered into any consulting agreements whereby the duties of the consultant include communications concerning business of such state agency, whether or not direct contact with a state agency, state or public official or state employee was expected or made. Pursuant to Section 51 of P.A. 05-287, "consulting agreement" means any written or oral agreement to retain the services, for a fee, of a consultant for the purposes of (A) providing counsel to a contractor, vendor, consultant or other entity seeking to conduct, or conducting, business with the State, (B) contacting, whether in writing or orally, any executive, judicial, or administrative office of the State, including any department, institution, bureau, board, commission, authority, official or employee for the purpose of solicitation, dispute resolution, introduction, requests for information or (C) any other similar activity related to such contract. Consulting agreement does not include any agreements entered into with a consultant who is registered under the provisions of chapter 10 of the general statutes as of the date such affidavit is submitted in accordance with the provisions of this section.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby swear that I am the chief official of the bidder or vendor of the Contract or authorized to execute such Contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except the agreements listed below:

Contractor's Name, Title and Firm or Corporation:

Terms of Consulting Agreement (Date of Execution, Amount, Expiration Date):

Brief Description of Services Provided (Purpose, Scope, Activities, Outcomes):

Yes No Is the Consultant a former state employee or public official?

If yes, provide the following information about the former state employee or public official:

- Former Agency:
- Date Such Employment Terminated:

Attach additional sheets if necessary. This affidavit must be amended if Contractor enters into any new consulting agreements during the term of this Contract

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

Signature

Date

Sworn and subscribed before me on this _____ day of _____, 200__

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

This form is **MANDATORY** and must be completed, signed, and returned before the Contractor's bid can be considered by the State. **NO STATE AGENCY SHALL ACCEPT A BID FOR A LARGE STATE CONSTRUCTION OR PROCUREMENT CONTRACT WITHOUT SUCH AFFIRMATION.**

**AFFIRMATION OF RECEIPT OF SUMMARY OF STATE ETHICS
LAWS**
(Bid or Proposal)

INSTRUCTION: Contractor must sign the affirmation below, and return this form to the awarding State agency.

The undersigned duly authorized representative of the bidding Contractor affirms (1) receipt of the summary of State ethics laws (2) that key employees of such Contractor have read and understand the summary and (3) that Contractor agrees to comply with the provisions of State ethics laws.

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

This form is **MANDATORY** and must be completed, signed, and returned to the awarding State agency pursuant to Section 37 of Public Act. No. 05-287

Plain Language Summary of State Ethics Laws for Current and Potential State Contractors

Note: The following is a summary of the major ethics laws and related provisions applicable to current and potential state contractors. For more detailed information or to discuss any questions you may have, contact the Office of State Ethics at (860) 566-4472.

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

GIFTS: In general, no one doing business with or seeking business from a state or quasi-public agency may give a gift to an official or employee of that agency. Connecticut's gift ban is strict, but has some exceptions. For example, under the Ethics Code, you may give: (1) food and drink up to \$50 per person per year, if the person paying, or his or her representative, is in attendance; and (2) tangible gifts up to \$10 per item up to \$50 per person per year. Also exempt are certain items such as informational materials, or plaques costing less than \$100. For a complete list of the Code's gift exceptions, consult Conn. Gen. Stat. § 1-79(e) or contact the Office of State Ethics.

IMPORTANT RECENT CHANGE IN LAW: As of July 1, 2004, gifts for "major life events," including a wedding or the birth of a child, which were previously exempt from the gift ban, are now subject to the strict gift limits outlined above if the gifts are provided by any individual or entity doing business with or seeking business from the state.

NOTE: State agencies may have stricter gift rules than the provisions of the Ethics Code (for example, an agency policy may ban all food and drink). Be sure to obtain a copy of the agency's ethics policy before you provide any benefit to an agency official/employee.

NECESSARY EXPENSES: Under the Ethics Code, you may not pay a fee or an honorarium to a state official or employee for making a speech or appearing at your organization's event. You may, however, under limited circumstances, pay the "necessary expenses" of such a state servant. These expenses are limited to: necessary travel, lodging for the nights before, or and after the speech, meals and conference fees. There may be reporting requirements attached to the giving and taking of necessary expenses, so contact the Office of State Ethics if you need more information. **NOTE:** Before providing necessary expenses, check with the state agency's ethics officer to determine if the agency allows such payments.

GIFTS TO THE STATE: The Ethics Code allows limited "gifts to the state" which facilitate state action or functions (for example, donating a piece of equipment to the agency).

NOTE: Recent legislation was passed that may impact gifts to the state. Please contact the Office of State Ethics before giving a gift to the state to determine if such donations are acceptable.

RULES ON HIRING STATE PERSONNEL

Before you hire a current or **former** state employee, you should be aware of certain provisions of the Ethics Code. First, if you are considering hiring a current state employee, especially from a state agency with which you do business or by which you are regulated, you should know the following:

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state

employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

Second, if you are considering hiring a **former** state employee, you should be aware of the Ethics Code's post-state employment, or revolving door, laws:

If you hire or otherwise engage the services of a former state official or employee, he or she may not represent you before his or her former agency for one year after leaving state service.

NOTE: The former State Ethics Commission established a limited exception to this provision which allows the former employee to return to his or her former agency within the one year period for the sole purpose of providing technical expertise (for example, to help implement a previously awarded contract). This is a fact-specific exception that applies in very limited circumstances: therefore, you should contact the Office of State Ethics for further assistance if you think this exception applies to you.

If a state official or employee was substantially involved in, or supervised, the negotiation or award of a contract valued at \$50,000 or more, and the contract was signed within his or her last year of state service, and you or your business was one of the parties to the contract, then you and/or your business are prohibited from hiring him or her for one year after he or she leaves state employment.

A former state official or employee can **never** represent anyone other than the state regarding a particular matter in which he or she was personally and substantially involved while in state service and in which the state has a substantial interest.

Third, there are approximately 75 state officials or employees who may not negotiate for, seek or accept employment with any business subject to regulation by their agency, and may not accept employment with such a business for one year after leaving state service. Under that section of the law, it is also illegal for a business in the industry to employ such an individual.

CONFLICT OF INTEREST RULES THAT APPLY TO YOU AS A STATE CONTRACTOR

Under Conn. Gen. Stat. §1-86e of the Ethics Code, no state contractor, including a consultant or other independent contractor, can use the authority provided under the contract, or confidential information acquired in the performance of the contract, to obtain financial gain for himself, his employee, or a member of his immediate family. Also, a state contractor cannot accept another state contract that would impair his independence of judgment in the performance of the first contract. Finally, a state contractor cannot accept anything of value based on an understanding that his actions on behalf of the state would be influenced.

It is important to call the Office of State Ethics at (860) 566-4472 to discuss the application of this law, or any of the other ethics laws, to your specific situation.

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

Contractors seeking large state contracts are required to execute affidavits regarding gifts and/or campaign contributions made to certain state employees or public officials in the two-year period prior to the submission of a bid or proposal. You need to check the web sites of both the Department of Administrative Services, www.das.state.ct.us, and the Office of Policy and Management, www.opm.state.ct.us, for copies of these affidavits and for other updated information regarding state contractors. Also, because the particular agency with which you wish to contract may have specific rules that you must follow, you need to check with that agency as well.

If you or your business provides "investment services" as defined in the Code of Ethics, and you make a political contribution in connection with the Office of the Treasurer, you may be prohibited from contracting with that office. See Conn. Gen. Stat. § 1-84(n).

Finally, if you or your business spends or receives \$2,000 or more in a calendar year for activities that constitute lobbying under the Ethics Code, whether to affect legislation or the actions of an administrative state agency, then you and/or your business may have to register as a lobbyist with the Office of State Ethics, and more ethics rules will apply to you. Contact the Office of State Ethics, or review the lobbyist registration information at www.ct.gov/ethics.

Recent legislation (Public Act 05-287) prohibits anyone who is a party (or who is seeking to become a party) to a state construction, procurement, or consultant services contract over \$500,000 from:

- (1) Soliciting information from a public official or state employee that is not available to other bidders for that contract, with the intent to obtain a competitive advantage over other bidders;
- (2) Intentionally or recklessly charging a state agency for work not performed or goods or services not provided, or falsifying invoices or bills; or
- (3) Intentionally violating or trying to circumvent the state competitive bidding and ethics laws.

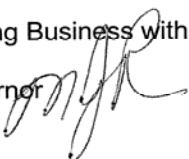
Recent legislation (Public Act 05-287) also requires any prospective state contractor to affirm in writing that he or she has been provided with a summary of the state's ethics laws and that his key employees have read and understood the summary and agree to comply with the applicable provisions of the ethics law.



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

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

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

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

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

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

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

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

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