



**Request for Proposal
CGP073108
Compressed Gases
Addendum #2**

August 27, 2008

To: All Prospective Bidders

From: Cathleen G. Paquette
Purchasing Agent II

The following are changes and clarifications to the referenced RFP. They are to be considered an integral part of the request.

Correction:

Page 4 of Addendum #1 is the Market Basket pricing requirement for the Health Center

Oxygen Medical E 25 CU FT was inadvertently listed twice and Methane UHP was omitted. A corrected copy is attached.

INSERT THIS PAGE AFTER THE FORM OF PROPOSAL (PAGE 25 OF THE RFP)

Clarification:

A breakdown of the cylinders from the Storrs campus audit is attached (pages 3-6)

The due date remains September 3, 2008 at 2:00 p.m.

Please acknowledge receipt of this addendum on the Form of Proposal under item #1.

Market Basket – UConn Health Center	List Price/Cylinder	Discount %	Net Price/Cylinder
OXYGEN MEDICAL E 25 CU FT	\$ _____	_____ %	\$ _____
OXYGEN MEDICAL H 251 CU FT	\$ _____	_____ %	\$ _____
OXYGEN MEDICAL S 125 CU FT	\$ _____	_____ %	\$ _____
NITROGEN MEDICAL H TANK 250CU	\$ _____	_____ %	\$ _____
CARBON DIOX MED G 50#	\$ _____	_____ %	\$ _____
NITROUS OXIDE MED G	\$ _____	_____ %	\$ _____
CARBON DIOXIDE MED GRADE E	\$ _____	_____ %	\$ _____
AIR COMPRESSED BREATHING	\$ _____	_____ %	\$ _____
AIR COMPRESSED #AGGREAIREUSP	\$ _____	_____ %	\$ _____
AIR COMPRESS. E #AGGBREAIRSUSP	\$ _____	_____ %	\$ _____
METHANE UHP	\$ _____	_____ %	\$ _____

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Cylinder Audit Summary

GAS	SIZE	QTY	GAS	SIZE	QTY
AC	3FT	2	AR	R300	4
AC	4FT	3	AR	UHP300	78
AC	4N300	14	AR	UHP80	1
AC	5N300	6	AR	Z300	18
AC	AA4	1	AR	160LT230	1
AC	AA5	5	AR	125	2
AC	B	12			
AC	MC	11	BC	PP35	1
			BC	CP35	1
AI	300	10	BC	EL35G45	1
AI	80	4	BC	SMLBVM	1
AI	B300	1			
AI	D200	3	BD	200	5
AI	D300	19	BD	300	1
AI	USP200	2			
AI	UZC23	1	CD	180LT350	2
AI	UZ300	18	CD	20	3
AI	Z200	1	CD	35	1
AI	Z300	24	CD	50	63
			CD	50S	9
AM	AH10	2	CD	BD200	110
AM	AH40	1	CD	BD300	7
AM	AH200N705	3	CD	I200	1
AM	AH80N705	2	CD	I200S	2
AM	R80VV	1	CD	PC200	2
			CD	R200	1
AR	180LT230	2	CD	R200S	2
AR	230LT230	2	CD	SFC15AHPS	1
AR	300	22			
AR	80	5	CM	35	1
AR	CD25150	7	CM	CP300	2
AR	CD25300	4	CM	CP33A	1
AR	CD2580	4	CM	CP40	1
AR	CD8300	1	CM	R200	1
AR	HP300	7			
AR	PP300	12	E05	NI79B15AB35	1

GAS	SIZE	QTY	GAS	SIZE	QTY
E02	NI99E15A0367	1	ME	C200	1
E02	NI99E15AC586	1	ME	CP300	9
E02	NI99E15AC587	1	ME	R200	1
E02	NI90E15AC588	1	ME	T200	1
			ME	T300	4
ET	CP300	1	ME	T80	1
			ME	UHP200	1
EY	R200	1			
			NB	CP350	
GG	HBTRI150	4	NB	80	1
GG	STEEL3300	3	NB	ED80	1
HE	300	18	NI	160LT22	1
HE	BL300	2	NI	160LT22	3
HE	CH300	3	NI	180LT230	1
HE	HP300	17	NI	20	4
HE	HP80	1	NI	200	12
HE	PP300	5	NI	230LT22	3
HE	R200	1	NI	230LT230	3
HE	R33A	3	NI	300	32
HE	UHP200	2	NI	80	8
HE	UHP300	77	NI	HP200	5
HE	UHP80	3	NI	HP300	68
HE	Z300	14	NI	HY7200	1
			NI	NFE	1
HY	200	1	NI	PP200	2
HY	300	2	NI	PP300	118
HY	HP300	1	NI	R200	2
HY	PP200	2	NI	R300	2
HY	PP300	33	NI	R60	1
HY	PP35	1	NI	UHP200	1
HY	PP80	1	NI	UHP300	94
HY	R200	2	NI	UHP40	2
HY	R300	1	NI	UHP80	2
HY	UHP300	45	NI	UHPC23	3
HY	UHPC23	2	NI	Z15A	2
HY	Z300	7	NI	Z300	9
KR	R35500LT	4			

GAS	SIZE	QTY	GAS	SIZE	QTY
NS	CP200	1	PR	33A	7
NS	CP80	2	PR	CP350CT	1
NS	EL33AG50	1	PR	I350	1
NS	USP20	1	PR	40	1
NS	UHP780	1			
			REF	R14E10	1
OX	125	2	REF	R23S3510P	1
OX	60	1			
OX	20	5	RTN	RSG200	1
OX	200	39	RTN	RSG300	3
OX	300	13	RTN	RSG80	2
OX	40	2			
OX	80	1	SH	CP200	2
OX	ED300	9	SH	CP80	2
OX	R200	1			
OX	ME	2			
OX	R300	6			
OX	R80	1			
OX	UHP200	1			
OX	UHP300	21			
OX	UHP40	1			
OX	UHP80	2			
OX	USP125	2			
OX	USP200	28			
OX	USPD	22			
OX	USPDC	2			
OX	USPE	18			
OX	Z300	7			
PP	100	1			
PP	300	1			
PP	33	1			
PP	CP350	5			
PR	100	4			
PR	20	2			
PR	33	1			

GAS	SIZE	QTY	GAS	SIZE	QTY
X02	AI95C3002026	1	X02	NI99C200F482	1
X02	AI98C354522	1	X02	NI99C33A5809	1
X02	AI99P15A2768	3	X02	NI99C33A5811	1
X02	AR75U300D877	1	X02	NI99C807005	1
X02	AR78C30049H5	1	X02	NI99C80A1282	1
X02	AR90C2009527	1	X02	NI99C80A2791	2
X02	AR90C3000976	2	X02	NI99C80A5843	1
X02	AR90D3000979	1	X02	NI99P15AE712	3
X02	AR95C3002890	1	X02	OX953000005	1
X02	HE70C3000264	1	X02	OX80C2004005	2
X02	HE95C80U206	2	X02	OX9522000043	1
X02	HE99C15AK744	1	X02	HE79C300D221	1
X02	HE99C3006771	4	X02	HE80C800008	1
X02	HY90C200D082	1	X02	HE95C80F941	1
X02	HY99C15A4675	1			
X02	NE97C800246	1	X03	AR78C20055Y6	3
X02	NI75P2000253	3	X03	HE78C20055Y7	3
X02	NI79C15A5611	7	X03	HY74C80A1550	1
X02	NI79C2001127	3	X03	HY99C20062K1	1
X02	NI80C3003240	2	X03	NI30P15A3869	1
X02	NI90B300K924	1	X03	NI78C20055Y5	3
X02	NI90C3003080	2	X03	NI83C2001025	4
X02	NI90U3004526	3	X03	NI90P3000684	2
X02	NI92C2003100	1			
X02	NI93C3005689	1	X04	AR99C15A49J9	1
X02	NI95C3000092	1			
X02	NI95C80A9389	1	Z02	AI9522000013	2
X02	NI95P3006411	1	Z02	NI9522000109	2
X02	NI96C800494	1	Z02	OX9522000043	7
X02	NI96P803094	1	Z02	OX9922000187	2
X02	NI97C2003446	1			
X02	NI98B2002666	1	Z03	NI8022000100	1
X02	NI98C359393	1	Z03	NI8322000103	1
X02	NI99C15A1450	4	Z03	NI8342003066	1
X02	NI99C15A2071	1	Z03	NI8522000017	2
X02	NI99C2001405	1	Z03	NI9022000008	2
X02	NI99C2004217	1			



**Request for Proposal
CGP073108
Compressed Gases
Addendum #1**

August 20, 2008

To: All Prospective Bidders

From: Cathleen G. Paquette
Purchasing Agent II

The following are changes and clarifications to the referenced RFP. They are to be considered an integral part of the request.

Correction:

Bidders Qualification Statement, page 27, item 8:

Please provide at least **five** (5) references.

Page 2 addresses historical data for the UConn Storrs Campus

Page 3 addresses requirements and historical data for the UConn Health Center, Farmington

Page 4 is the Market Basket pricing requirement for the Health Center
INSERT THIS PAGE AFTER THE FORM OF PROPOSAL (PAGE 25 OF THE RFP)

The due date has been extended to September 3, 2008 at 2:00 p.m.

Please acknowledge receipt of this addendum on the Form of Proposal under item #1.

The following information is provided as clarification to historical usage.

Liquid Helium
UConn, Storrs

The primary users of Liquid Helium are the Physics, Institute of Material Science and Chemistry Departments. Product is delivery as requested, there is no set delivery schedule. The majority of requests are for the 60 Liters, although there are occasional requests for 100 Liter or 250 Liter sizes.

Dry Ice
UConn, Storrs

There are five main areas that require regular deliveries of Dry Ice. The vendor supplies containers that remain in these areas and are filled on a weekly basis. Some departments have more than one container. A high volume area such as Chemistry has two 600# containers at their location. Campus wide, the volume for the last fiscal year was approximately 100,000 pounds.

Compressed Gases
UConn, Storrs

The last cylinder audit was conducted in December 2006. A total of 1571 cylinders in use.

Compressed Gases

UConn Health Center (UCHC), Farmington

Scheduled deliveries are made three times/week (Monday, Wednesday and Thursday).

The primary delivery location is the UCHC West Receiving Dock, 263 Farmington Avenue.

Alternate locations:

Farmington Surgery Center (MARB) and the UCHC Firehouse Circle Road, Department of Genetics and OB-GYN - Lower Complex Buildings

Off campus locations:

UMG offices:

UConn Health Partners
99 Ash Street
East Hartford, CT 06108

UConn Health Partners
65 Kane Street
West Hartford, CT 06119

UConn Medical Group
381 Hopmeadow Street
Simsbury, CT 06070

Correctional Managed Healthcare Facilities:

Bergin, Bridgeport, Brooklyn, Cheshire, Corrigan, Cybulski, Enfield, Garner, Gates, Hartford, MacDougall, Manson Youth, New Haven, Northern, Osborn, Radgowski, Walker, Webster, Willard and York.

Large liquid nitrogen dewars (high and low pressure 220 LTR) are delivered directly to the internal departments on Tuesday and Thursday. We have ordered about 247 dewars per year with yearly leases arranged directly with the end users and the vendor.

High Use Cylinders are (usage approximate)

OXYGEN MEDICAL E 25 CU FT - 413 cylinders

OXYGEN MEDICAL H 251 CU FT - 65 cylinders

OXYGEN MEDICAL S 125 CU FT - 30 cylinders

NITROGEN MEDICAL H TANK 250CU - 101 cylinders

CARBON DIOX MED G 50# - 139 cylinders

NITROUS OXIDE MED G - 15 cylinders

CARBON DIOXIDE MED GRADE E - 24 cylinders

AIR COMPRESSED BREATHING - 20 cylinders

AIR COMPRESSED #AGGREAIRESUSP - 300 cylinders

AIR COMPRESS. E #AGGBREAIRSUSP - 30 cylinders

METHANE UHP - 20 cylinders

Market Basket – UConn Health Center	List Price/Cylinder	Discount %	Net Price/Cylinder
OXYGEN MEDICAL E 25 CU FT	\$ _____	_____ %	\$ _____
OXYGEN MEDICAL H 251 CU FT	\$ _____	_____ %	\$ _____
OXYGEN MEDICAL S 125 CU FT	\$ _____	_____ %	\$ _____
NITROGEN MEDICAL H TANK 250CU	\$ _____	_____ %	\$ _____
CARBON DIOX MED G 50#	\$ _____	_____ %	\$ _____
NITROUS OXIDE MED G	\$ _____	_____ %	\$ _____
CARBON DIOXIDE MED GRADE E	\$ _____	_____ %	\$ _____
AIR COMPRESSED BREATHING	\$ _____	_____ %	\$ _____
AIR COMPRESSED #AGGREAIREUSP	\$ _____	_____ %	\$ _____
AIR COMPRESS. E #AGGBREAIRSUSP	\$ _____	_____ %	\$ _____
OXYGEN MEDICAL E 25 CU FT	\$ _____	_____ %	\$ _____

INSERT THIS PAGE AFTER THE FORM OF PROPOSAL (PAGE 25 OF THE RFP)



University of Connecticut Purchasing Department

3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076

**Request for Proposal
CGP073108**

Compressed Gases

Date Issued	Pre-Bid Meeting	Proposal Due Date	Prepared By	Telephone #
July 31, 2008	August 14, 2008 @ 10:00 a.m.	August 25, 2008 @ 2:00 p.m.	Cathleen G. Paquette Purchasing Agent II	(860) 486-2620

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RFP #CGP073108
Compressed Gases**

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Introduction
RFP #CGP073108
University Contract for Compressed Gases

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors provide compressed gases, Liquid Helium, bulk Nitrogen and Dry Ice to the laboratories at the Storrs and Depot campuses as well as the branch campus locations in Groton (Avery Point), Hartford, Stamford, Torrington and Waterbury.

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

A firm requiring clarification or interpretation of the Request for Proposal (RFP) shall make a written request to the University via facsimile to (860) 486-5051, by e-mail to cathleen.paquette@uconn.edu or by mail to:

Cathleen Paquette
Purchasing Department
University of Connecticut
3 North Hillside Road, Unit 6076
Storrs, CT 06269-6076

Any interpretation, correction, or change of this RFP shall be made by addendum. Interpretations, corrections or changes of the RFP made in any other manner shall not be binding and firms shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department in the form of an addendum to the RFP. All addenda shall be mailed or delivered to all who are known to have received the RFP.

No information relating to this RFP shall be communicated verbally or in writing to any other party associated with the University or to any other parties who may be involved in this process. Such communications between a vendor and any other parties will be cause for rejection of the firm's proposal.

A pre-proposal conference will be held at **10:00 a.m. on Thursday August 14, 2008** in the Bid Room at the Purchasing Department, 3 North Hillside Road, Storrs, Connecticut. Attendance at this meeting is mandatory as this will be the only opportunity for interested parties to familiarize themselves with the scope of this project and these contract requirements. It is recommended that you thoroughly examine the RFP document prior to attending the meeting. A complete review of the requirements will be conducted and vendors will have the opportunity to ask any questions regarding the specifications and/or the documents and procedures.

Only those firms in attendance at the pre-proposal conference may submit a proposal response. Failure to attend will cause the University to reject your proposal as non-compliant.

Sealed proposals will be accepted **until 2:00 p.m. local time on August 25, 2008**. Responses received after the deadline will not be considered.

Section I Overview

1.0 Scope

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors to provide compressed gases, gas handling and delivery, hardware, accessories and related supplies and services to the University on an "as needed" basis. In addition, purchases under this contract will include Liquid Helium, bulk Nitrogen and Dry Ice.

In soliciting proposals, it is the University's intent to establish a primary source for its research, industrial and medical gases. In addition, it is also an objective of this endeavor to provide the end-users with consistent and reliable services related to the acquisition, handling and storage, and administrative aspects of compressed gases.

1.1 Intent

The intent of this RFP is to establish a University Contract that will meet the needs of departments throughout the university community. The successful vendor(s) will:

- A. produce and supply quality research, industrial and medical gases
- B. assist users with gas handling – including training at the department or laboratory level
- C. expedite deliveries
- D. assure gas purity
- E. streamline administrative procedures thereby reducing administrative and acquisition costs.

To achieve these objectives, it will also be necessary to maintain continuity of supply for some on-going research projects. This will require the contract vendor(s) to be capable of manufacturing research gases as specified

1.2 Term

The term of any contract resulting from this solicitation will be from the date of award through June 30, 2009. By mutual written agreement of both parties, the contract may then be extended for up to four (4) additional one (1) year periods. Such intent to renew will be conveyed in writing to the vendor(s) sixty days prior to the effective date.

1.3 History

Purchases under the current contract total approximately \$250,000.00 per year. This figure is only an estimate and is in no way a commitment by the University to any annual volume of purchases.

Orders for gases are currently processed against a purchase order or a University procurement card. Cylinder rentals are on a monthly basis. Bulk gases are maintained in the vendor's tanks. Cost of the tanks and upkeep are borne by the vendor. The University pays a monthly facility fee for the tanks. Dry Ice containers are provided by the vendor.

1.4 Service Locations

The University's main campus is located in Storrs, Connecticut. 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 Avery Point, Hartford, West Hartford, Waterbury, Stamford and Torrington. Although it will not be required to do so, the University of Connecticut Health Center, located in Farmington, may wish to utilize any contract established pursuant to this solicitation.

1.5 Connecticut Colleges Purchasing Group

The University of Connecticut is a member of the Connecticut Colleges Purchasing Group (CCPG)¹, a statewide purchasing consortium of educational institutions. The University would like to extend any contract established pursuant to this solicitation to all the CCPG members. Respondents should indicate, in the spaces provided on the *Form of Proposal*, whether or not they are willing to extend the same discounts, terms and conditions to the Health Center and/or the CCPG member institutions. Participation by CCPG members is voluntary.

1.6 Attention to Terms and Conditions

The terms and conditions included must be reviewed carefully to ensure full responsiveness to the RFP. The submission of a proposal shall be conclusive evidence of the respondent's understanding of the University's intent to incorporate such terms and conditions into the subject contract. The University will issue purchase orders for products as requested. The purchase orders, when duly executed, will represent the entire agreement between the parties.

1.7 Estimated Time Table

The following schedule will apply to this RFP:

Release of RFP	July 31, 2008
Pre-Proposal Conference	August 14, 2008
Closing Date for Inquiries	August 18, 2008
Submittal of RFP's	August 25, 2008
Evaluation Process	2-3 weeks

1.8 Definitions

- A. The word "University" or "UConn", or a pronoun used in its place shall mean the University of Connecticut main campus at Storrs, Connecticut, as well as its five satellite campuses and Extension offices located throughout the state.
- B. "Campus" means the University of Connecticut Storrs and Depot Campuses, including, but not limited to, any and all athletic fields, business offices, student facilities, including residence halls, University owned apartments, classrooms, laboratories, restaurants, concession stands, snack bars, convenience stores and dining halls in any and all other buildings or facilities which currently comprise the campus.
- C. "Bidder", "Vendor" and "Respondent" refer to a company or individual responding to this RFP.
- D. "Request for Proposal" (RFP) is defined as a competitive procurement process which helps to serve the University's best interests. It also provides vendors with a fair opportunity for their products/services to be considered. The RFP process being used in this case should not be confused with Request for Quotation (RFQ) process. The latter process is usually used where the goods or services being procured can be described precisely and price is generally the determining factor. In the RFP process, however, price alone is not required to be the determinative factor, although it may be, and the University has the flexibility it needs to negotiate with vendors to arrive at a mutually agreeable relationship. This RFP states the instructions for submitting proposals, the procedure and criteria by which a vendor will be selected, and the contractual terms by which the University proposes to govern the relationship between it and the selected vendor(s).

¹ Member Institutions: See Appendix A for list of members

Section II Requirements

2.0 Qualification of Vendors

- A. Proposals will be considered from vendors with a demonstrated history of successfully providing similar goods and/or services to other institutions of higher education or private sector corporations with similar volumes and needs.
- B. 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 proposal.
- C. The University will reject any proposal and void any award resulting from this RFP to a vendor who makes any material misrepresentation in their proposal.
- D. The University reserves the right to request a vendor site visit, and may use the visit as a basis for accepting or rejecting their proposal.

2.1 Sales Representative

Vendor must provide a dedicated sales representative, on an "as needed" basis, who will provide the following services:

- provide technical information regarding products for the end user,
- assist the Purchasing Department with resolving customer service problems,
- provide information and answer questions regarding products and/or services offered,
- provide demonstrations and samples of products (complete with chemical analysis) and supplies for the end user,
- detail new products to the end user and integrate those items into the discount structure of the contract,
- amend the discount structure to meet new University requirements, i.e., providing special pricing for unusually large orders and/or high volume items, new products or new services,
- devote as much time as is necessary to effectively meet the needs of the University as they relate to any contract established pursuant to this RFP.
- participate in periodic user advisor committee meetings to discuss vendor and/or product performance issues.

2.2 Automation

Vendor must have an automated data entry system with the following features:

- Access to pricing and availability for all gases
- Access to shipping schedules and status of back-orders
- Access to invoice records; specifically unpaid invoices by number, purchase order number and invoice date
- Ability to cross reference substitutes for discontinued products, stock outs or products from other manufacturers

2.3 Telephone Access

Provide a toll-free number for order-placement, customer service and technical service.

2.4 Inventory

Must be capable of reserving, for immediate delivery, up to 100 of the gases or gas mixtures most commonly ordered by the University.

2.5 Delivery

- A. Vendor must routinely offer 24- 48 hour delivery service for commonly ordered gases and mixtures. If vendor can offer designated delivery days, they are to so state this information in their proposal. **Proposals must include a description of the vendor's contingency plans for situations that jeopardize on-time deliveries.**
- B. Due to the architectural diversity of the campus buildings as well as increasing limitations of accessibility to some of the buildings, deliveries will not be uniform. The vendor is required to use straight-bodied box trucks with lift gates.
- C. Deliveries are to be made to the location specified by the end-user; either directly to a laboratory or to the loading dock.
- D. Orders that require delivery to the Central Stores warehouse require notification to Shipping and Receiving 24 hours in advance at (860) 486-6298.
- E. Emergency delivery within eight (8) hours after receipt of order must be available. The University will honor additional charges for emergency delivery services provided such fees are included in the proposal submitted.
- F. The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery. All products/gases shall be packaged in accordance with the best-recognized commercial practice and in a manner readily acceptable by common carriers engaged in interstate commerce. All products/gases shall be furnished in their highest quality.

2.6 Analytical Laboratory

Vendor must have a comprehensive analytical laboratory, staffed by qualified technicians, to support quality control and resolve any disputes that may arise relative to the contents and/or quality of the gases delivered. Proposals must include a description of the vendor's analytical laboratory capabilities and the credentials of the laboratory employees.

2.7 Product Line

Vendor must offer a wide variety of compressed gases in a full range of purities, including, but not limited to, all gases and mixtures listed in the market basket, new mixtures as requested by researchers, specialty gases from third party suppliers - Matheson Gas, Scott Specialty Gases, et. al. – and welding gases.

Completeness of product line for a multitude of various type gases may be taken into consideration when awarding a contract. Vendors not supplying a complete line or an extensive listing of gases may not be considered for an award of contract.

2.8 Product Specifications

All products/gases and cylinders (including all valves) must meet any and all up to date mandatory Federal regulatory guidelines as promulgated by the Federal government, as well as, State, Occupational Safety and Health Administration (OSHA), Department of Transportation (DOT), EPA, etc. Any evaporating leak or loss of gas due to faulty cylinders, valves or containers shall be replaced immediately with a full cylinder and/or container of equal size at no additional charge.

2.9 Training/Safety

Any on-site or off-site training for correct product/gas application and use must be fully arranged in advance between the requesting department and the vendor. Also, product safety support should be made available through in-service training and educational seminars. Awarded contractor(s) shall provide such training programs at no additional cost.

2.10 Material Safety Data Sheets (MSDS)

All compressed gases delivered to the University of Connecticut must be accompanied by the appropriate material safety data sheet(s) for the cylinder contents. Vendors offering this information on CD-ROM will be required to provide one copy to the University.

2.11 Cylinders

A. All cylinders and associated hardware must be in full compliance with applicable DOT rules and regulations and must come equipped with suitable CGA fittings. Furthermore, all cylinders must be permanently numbered, bear legible labels listing all ingredients, relevant safety information and any other information as may be required by law. The use of bar coding to facilitate cylinder inventories is preferred.

B. Cylinder Inventory

To receive consideration, vendor must have a bar-coding system on the cylinders and must agree to perform, at a minimum, one complete annual cylinder inventory. Said inventory shall be performed using vendor's employees and equipment. The University will cooperate in providing access to all areas where cylinders are being stored and/or used.

Two (2) complete inventory reports will be provided to the University:

1. Organized in ascending alphabetical order by department name
2. Organized in ascending numerical order by University account number

The annual inventory must be reconciled with the vendor's statement. Because additional reports may be required from time-to-time, vendors with flexible reporting capabilities will be given preference.

C. University Owned Cylinders

Vendors must indicate their willingness to fill University owned cylinders, provided the cylinders meet DOT requirements. (NOTE: At the present time, the University owns very few cylinders.)

Vendors must indicate their willingness to provide hydrostatic testing of University owned cylinders and, if so, the fees associated with such tests.

2.12 Related Products

The University is also seeking proposals to supply bulk liquid nitrogen, liquid helium and dry ice as part of the compressed gases contract.

2.13 Product Substitutions

No product substitutions will be allowed without prior approval by the end-user. All proposals must describe the mechanism the vendor would employ to ensure compliance with this condition.

2.14 Hazardous Material Disposal Procedures

Vendors with a hazardous materials disposal program may include a description of the program and all associated fees to be extended to the University of Connecticut under any ensuing contract. Vendors must indicate their ability and willingness to handle and dispose of cylinders from other vendors that are occasionally located on campus.

2.15 EDI

Vendor must offer an Electronic Data Interchange (EDI) program. Although the University is not presently in a position to utilize EDI, over the initial term of the contract, a migration to EDI is likely. Therefore, the vendor's ability to communicate main frame to main frame via an EDI network must be addressed in their proposal.

- 2.16 Product Show
Vendor must be willing to participate in product shows on a yearly basis without cost to the University.
- 2.17 Ordering Procedure
The University will issue purchase orders (PO's) for each department wishing to utilize this contract. Any department, which anticipates a high volume of orders, may establish a "Blanket Order". This type of PO will establish a dollar amount limit and the department will issue releases against the single PO.
- The University has a program that utilizes a procurement card (MasterCard) in the lieu of purchase orders for supplies that do not exceed \$1,000.00. Vendors must indicate their ability to participate in this program.
- 2.18 Minimum Order
There shall be no minimum ordering requirements during the entire contract period, including any contract extensions.
- 2.19 Disposal of Gases
Disposal of any products/gases must be in accordance with all local, State and Federal (including EPA) regulations/guidelines.
- 2.20 Return Policy
The vendor(s) will be required to accept return of only those items which were purchased during the contract term throughout the term and up to sixty (60) days after the end of the contract provided they are in salable condition and have the proper numbers referenced.
- 2.21 Warranty
The vendor shall unconditionally warrant all products as being free from defects and capable of performing when operated by the University within the parameters specified in the manufacturer's specifications. Within one (1) year from final acceptance of products, the vendor 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.
- 2.22 Report of Purchases
The vendor(s) will be required to furnish the University's Purchasing Department with a summary of purchases made under this contract in six (6) month intervals.

Section III Terms and Conditions

3.0 Prices

- A. All respondents are to submit current, complete price lists/catalogs, discount schedule and descriptive literature/specifications with their proposal. Failure to submit pricing schedule(s) may result in rejection of the proposal. Vendors may also offer special "net" pricing with the discount already factored into pricing. Such offers must include supplemental information fully explaining the price structure.
- B. All price lists shall remain fixed for a minimum of twelve (12) months. Price increases thereafter, and for the duration of this contract, will only be allowed when:
- ◆ the vendor or manufacturer issues a new price list/catalog,
 - ◆ when price increases are based on a documented change in the vendor's net cost of products or other discounts allowed,
 - ◆ when the documented increases are in accordance with the latest issue of the Consumer Price Index (CPI), and
 - ◆ when the vendor provides the University any and all documentation it may require to support said increase.

All purchase orders dated prior to the effective date of a new price schedule shall be honored by the vendor at the prices in effect on that date.

- C. The primary percentage of discount(s) offered shall be applicable to all units of measure, regardless of quantity ordered. **Any additional discounts based on quantity or dollar volume must be included in the vendor's response as an enhancement to the requirements.**
- D. Cylinder Rental/Demurrage Fees
The University currently pays monthly rental fees for cylinders. Vendors may offer a monthly fee schedule, but are encouraged present alternative options such as no additional rental fees or annual lease fees. Any rental/demurrage fees shall remain in effect through the entire contract period – including any extensions.
- E. The University reserves the right to audit the vendor's books with reasonable notice.

3.1 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.

3.2 Additional Costs

Costs associated with every aspect of labor, materials, service and delivery (FOB Destination) necessary to provide the products/gases as specified herein must be included in the response. The University shall not be responsible for any costs incurred by the vendor that are not included in the response.

No additional charges, including fuel surcharges and hazardous material (HAZMAT) handling charges will be allowed during the entire contract period – including any extensions.

3.3 Payment Terms

The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless stated otherwise on the Form of Proposal. As an Agency of the State of Connecticut, the University is not authorized to issue any pre-payment, in whole or in part, for supplies or equipment.

3.4 Non-Appropriation of Funds

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

3.5 Quantities

Any quantities indicated in the proposal are estimated only. It is understood and agreed that any Standing/Blanket order issued shall cover only the actual quantities ordered by the University during the term of the order, whether more or less than quantity estimated.

The University reserves the right to contract separately for any unusually large, single item purchases.

3.6 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 that may result from this RFP.

3.7 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.

3.8 Collection for Default

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

3.9 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.

3.10 Indemnification

The vendor agrees to jointly and severally indemnify and hold the University, its agents and successors, and assigns harmless from and against all liability, loss, damage or expense, including reasonable attorney's fees which the state may incur or sustain by reason of the failure of the vendor to fully perform and comply with the terms and obligations of this solicitation.

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, recourse may be found 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.

3.11 Contract Termination for Cause

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

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

- B. If the contractor and the University reach an agreed upon solution, the contractor shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the *Notice to Cure*.
- C. If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of the *Notice to Cure* by the contractor, the University reserves the right to terminate the contract.
- D. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

3.12 Prevailing Law

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

3.13 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.

3.14 Prior Course of Dealings

The parties hereby agree that no trade usage, prior course of dealing or course of performance under other contracts shall be part of this agreement or shall be used in the interpretation or construction of this agreement.

3.15 Waiver of Rights

No delay or failure to enforce any provision of this agreement shall constitute a waiver of or limitations of the University's rights under any resulting contract.

3.16 Promotion

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

3.17 Ethics and Compliance Hotline

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

3.18 Ethical Considerations

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

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

3.19 Executive Order No. Sixteen

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

3.20 Executive Order No. Three

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

3.21 Executive Order No. 7C

This Agreement is subject to **Executive Order No. 7C of Governor M. Jodi Rell , promulgated on July 13, 2006**. The Parties to this Agreement, as part of the consideration hereof, agree that:

- a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this 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 not 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 (Chapter 10 of the general statutes) or section 4a-100 of the general 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 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) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts 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 and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

3.22 SEEC Requirements

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

Section IV Submittal Requirements

4.0 Representations

Each firm, by submitting a proposal, represents that it:

- has read and completely understands the RFP documents and attachments thereto
- is totally familiar with the conditions under which the goods/services are to be provided, including availability and cost of labor and materials.
- understands and agrees that all proposals must conform to the instructions and conditions contained herein to receive consideration.

4.1 Multiple Proposals

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

4.2 Proposal Content

The complete response to this RFP shall include the following documentation in the order listed:

A. Form of Proposal

1. Market Basket

The Market Basket represents commonly purchased supplies. Complete all blank spaces including current list price, discount offered and net price for each item. Furthermore, list the manufacturers' or your catalog number where the item description is located. This will expedite our effort to evaluate products.

2. Cylinder Demurrage/Rental Charges

Any vendor intending to assess cylinder demurrage/rental charges under the proposed contract must include a complete schedule for such fees with their proposal. At a minimum, pricing is required for high-pressure cylinders, liquid nitrogen dewars and liquid helium dewars. As previously stated, streamlining paperwork and reducing administrative costs are two of the University's primary objectives. Therefore, vendors are encouraged to be creative when proposing solutions to achieve these objectives and offer alternatives that might be available while providing meeting all requirements specified in *Section 3.9* on page 11.

3. Vendors must supply a discount schedule for the ENTIRE product line available. The structure shall be at the vendor's discretion, but must be easy to use.

4. All proposals must also include a list of manufacturer's/suppliers the vendor represents and a corresponding discount schedule. Vendors are requested to submit offers to provide the following related supplies:

- Regulators, flow control equipment, tank restrainers and other compressed gas hardware
- Welding and Safety Supplies

Price schedules will be used, when applicable, for the purchase of products from these manufacturers. Accordingly, any exceptions should be noted in your proposal.

Any catalogs or price sheets that pertain to this RFP **must** be clearly referenced in the vendor's proposal. These documents must be available upon requested.

B. Point-by-Point

The vendor shall provide a point-by-point response to Sections II and III of the RFP.

C. Exceptions

The vendor shall clearly state, in the proposal, any exceptions to or deviations from the specifications and/or the terms and conditions; otherwise, the vendor will be held responsible for compliance with all requirements listed herein. Exceptions shall be submitted as a separate attachment in the proposal documents and shall be cross-referenced to the corresponding numbered paragraph in the RFP.

D. List of proposed enhancements to requirements

The vendor shall provide a complete description of any enhancements offered in addition to the requirements specified, including any associated costs that would be assessed.

E. Grades/Classifications

1. Each proposal must include a comprehensive index which references every grade offered by the vendor and the purity represented by designation, e.g.:

<u>Grade</u>	<u>Total Impurities</u>
Chromatographic (Grade 6 or 99.9999%)	1 ppm
Research (Grade 5.5 or 99.9995%)	5 ppm
Ultrahigh Purity (Grade 5 or 99.999%)	10 ppm

2. Each proposal must also include a comprehensive index which references the classes of gases offered by the vendor, e.g.:

<u>Class</u>	<u>Mixture Tolerances</u>	<u>Preparation Tolerances</u>	<u>Analytical Accuracies</u>
Primary Std.	5-99 ppm	+/- 8% of each minor component	+/- 1% of each minor component

F. Bidder's Qualification Statement / References

Complete the *Bidder's Qualification Statement* including a minimum of five (5) references of institutions with whom you currently have a contract of the type being offered. At a minimum, the customer's name, the name of a contact person, an e-mail address and a telephone number shall be provided.

The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and/or services and to perform the installation in an expeditious and workmanlike manner. The University reserves the right to reject any bid if the evidence submitted by, or investigation of, such vendor fails to satisfy the University that said vendor is properly qualified to carry out the obligations of the contract.

G. Bidders Contract Compliance Monitoring Report

Respondents are required to submit the completed 2-page form for the State of Connecticut regardless of their location.

H. Insurance

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

1. Commercial General Liability- \$1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and

Board Form Property Damage coverage. If a general aggregate used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

2. Automobile Liability- \$1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned vehicles used by or for the Contractor in any capacity in connection with carrying out this contract.
3. Workers Compensation and Employers' Liability- Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers' Liability with minimum limits of \$100,000 each accident, \$100,000 disease-each employee and \$500,000 disease-policy limit.
4. Minimum Scope of Insurance- All Liability insurance policies shall be written on an "occurrence" basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best's Rating of no less than A-, VII. All certificates of insurance shall be filed with the University Purchasing Department on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The University shall be named as an Additional Insured. The contractor's insurer shall have no right of recovery of subrogation against the State and the contractor's insurance shall be primary coverage.
5. The awarded contractor must provide the University Purchasing Department with a current insurance certificate. The awarded contractor shall carry insurance during the term of this contract according to the nature of the work to be performed to "save harmless" the University from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employee of either the contractor or subcontractor in providing services of this contract.

I. Mandatory Affidavits

The Office of Policy and Management has created new ethics forms effective October 31, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

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

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

All required forms must be completed and notarized prior to the signing of contracts or the issuance of agency purchase orders.

J. Non-discrimination Certification

The Office of the Attorney General has approved the enclosed nondiscrimination certification form to assist executive branch agencies in complying with the State of Connecticut's contracting requirements, pursuant to the Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended by Public Act 07-245 and Sections 9 and 10 of Public Act 07-142.

By law, a contractor must provide the State with documentation in the form of a company or corporate policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of such contractor to support the nondiscrimination agreement and warranty under C.G.S. §§ 4a-60a and 46a-68h.

Please refer to: <http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928> for more information.

K. Signature Authorization Documentation (Mandatory Submittal):

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

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

4.3 Submittal of Proposals

Offers shall be submitted as follows:

- A. An original and five (5) complete copies of the proposal must be submitted to:

**The University of Connecticut
Purchasing Department
Attn: Cathleen G. Paquette
3 North Hillside Road, Unit-6076
Storrs, CT 06269-6076**

no later than 2:00 P.M. (EST), on the August 25, 2008. All offers must be submitted in a sealed parcel identified with the name and address of the firm and the designation "**SEALED PROPOSAL - #CGP073108**."

- B. Each firm shall be solely responsible for the delivery of their response to the University at the place and before the time as specified. No oral, telephonic or telegraphic responses will be accepted. If a response is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open the responses shall decide when the specified time has arrived and no response received thereafter will be considered. Any response received after the time specified for the receipt of Responses shall not be considered and shall be returned unopened.
- C. The complete response to this solicitation shall include all of the documentation outlined in Section 4.2, in the order listed. Please use the *Cover Page for Submittal* provided. Proposals may be unbound or in a three-ring binder.

4.4 Incomplete Information

Failure to complete or provide any of the information requested herein, including all requested literature, manufacturer's retail price lists or catalog and/or additional information as indicated, may disqualify a vendor for reasons of non-responsiveness.

4.5 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:

- A. A proposal shall not be modified, withdrawn or canceled by the vendor for a sixty (60) day period following the time and date assigned for the receipt of proposals and the vendor so agrees in submitting a proposal.
- B. Prior to the time and date assigned for receipt, proposals 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 proposals.
- C. Withdrawn proposals may be re-submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

4.6 Minor Technicalities

- A. The University reserves the right to reject any or all proposals submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgement, the best interest of the University will be served. Non-acceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected.
- B. If, in the University's opinion, savings can be realized by using additional suppliers, the University will reserve the right to do so. The University will also reserve the right to negotiate by line item prior to any award and place orders in any manner deemed by the University to be in its best interest.
- C. If, during the course of the evaluation, it is determined that a particular mandatory requirement may be modified or waived and still allow the University to obtain supplies and services that substantially meet the intent of this RFP, the mandatory requirement will be modified or waived for all vendors and all proposals will be reevaluated in light of the change.

4.7 Ownership

- A. Unless otherwise noted elsewhere in this document, all materials submitted in response to this solicitation shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation that would further define or expand the contractual relationship of the University and the successful firm.
- B. The laws of the State of Connecticut require that the contents of all Proposals be placed in the public domain and be opened to inspection to interested contained in all responses received; however, respondents should be aware that all materials associated with this solicitation or resulting contract are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations and interpretations resulting therefrom.

4.8 Non-acceptance

Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.

4.9 Presentation

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

**Section V
Award**

5.0 Method of Award

- A. Each proposal will be evaluated by using a points earned matrix. The award shall be made to the most responsive and responsible vendor offering the best value and most economical proposal based on the matrix scores as determined by the University. All vendors, in submitting proposals, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.
- B. The University reserves the right to award a contract not based on price alone but on the basis of the proposal or proposals that best meet the needs of the University. The University also reserves the right to award by item, groups of items or in total.
- C. The University reserves the right to establish either a primary or multiple vendor contracts pursuant to this RFP.

5.1 Evaluation

Criteria to be evaluated:

Criteria			Value
Pricing			40%
	Overall discount for gases based on the Market Basket	75%	
	Rental/Demurrage Fees	20%	
	Discount Schedule for Catalog items	5%	
Overall completeness of line offered			20%
Ability to meet requirements of Section III			20%
General standing of vendor in the industry/references			10%
Location of warehouse and/or place of business			5%
Completeness and accuracy of the information submitted			5%

The University reserves the right to conduct any test it may deem advisable to make accurate evaluations.

5.2 Formation of Agreement

At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected vendor:

- Option 1: Accept proposals as written by issuing a purchase order to the selected vendor which refers to this Request for Proposal and accepts the proposal as written, or
- Option 2: Enter into negotiations with one or more vendors in an effort to reach mutually satisfactory agreement which will be executed by both parties and will be based on this RFP, the proposal submitted by the selected vendor and the negotiations concerning these. Negotiations will not include changes to prices unless negotiations change the requirements.

Because the University may use Option 1, each vendor shall include in its proposal all requirements it may have and shall not assume that an opportunity will exist to add such matters after the proposal has been submitted.

5.3 Contract Format

Any response to this RFP will be considered an offer to contract. Negotiations with the highest evaluated firm(s) may be conducted to resolve any differences or informalities. After final negotiations, the University will issue a Contract Summary document outlining the general conditions and contact information. The purchase orders, when duly executed, will represent the entire agreement between the parties.

Cover Page for Submittal

**University of Connecticut
RFP #CGP073108
Due: August 25, 2008**

(Vendor Name)

The following documentation is attached hereto as part of this submittal (check all that apply):

- Form of Proposal
- Complete listing of products/gases to be made available, including pricing schedule
- Comprehensive outline of cylinder rental program (if applicable)
- Point-by-point response to Sections II and III
- List of exceptions to specifications or terms & conditions (if any)
- Proposed enhancements
- Index of grades/classifications
- Bidders Qualification Statement/References
- Bidder Contract Compliance Monitoring Report
- Certificate of Insurance
- Campaign and Gift Affidavit (Form 1)
- Consulting Affidavit (Form 5)
- Affirmation of Receipt of State Ethics Laws Summary (Form 6)
- Non-discrimination Certificate
- Signature Authorization Documentation

**Form of Proposal
RFP #CGP073108**

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

August 25, 2008

1. The undersigned vendor, in response to your Request for Proposal for the above referenced supplies/services, having examined the RFP, hereby proposes to provide Compressed Gases in accordance with the specifications attached hereto.

If applicable, vendor acknowledges receipt of the following addenda which are a part of the documents:

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

2. Vendor understands that the University reserves the right to reject any and all proposals, waive irregularities or technicalities in any proposal, and accept any proposal in whole or in part which it deems to be in its best interest.
3. Vendor agrees that this proposal shall be good and may not be withdrawn for a period of ninety (90) calendar days after the public opening and reading of the proposals.
4. Vendor hereby certifies that: (a) this proposal is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the vendor has not directly or indirectly induced or solicited any other vendor to put in a false or sham proposal; (c) the vendor has not solicited or induced any person, firm or corporation to refrain from submitting a proposal; and (d) the vendor has not sought by collusion to obtain any advantage over any other vendor or over the University.
5. Payment Terms: _____
6. The vendor agrees that any contract established pursuant to this proposal will be extended to the members of the Connecticut Colleges Purchasing Group (CCPG).
_____ Yes _____ No
7. The vendor agrees that any contract established pursuant to this proposal will be extended to the University of Connecticut Health Center.
_____ Yes _____ No
8. This firm is a:
_____ Corporation _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____ Other
9. This firm is Certified by the State of Connecticut as: _____ WBE _____ MBE _____ Set Aside

Signed this _____ day of _____, 20_____

Telephone #

Firm Name: _____

Address: _____

Fax #

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

Authorized Signature _____

E-mail

Print Name/Title: _____

**Form of Proposal
RFP #CGP073108**

A. Discount Schedule(s)

1. Compressed Gases

Manufacturer/Supplier: _____

Catalog(s)/Price List(s) to include, but not limited to:

Acetylene	Helium
Air Medical Grade	Hydrogen
Argon	Liquid Nitrogen
Carbon Dioxide	Nitrogen
Ethylene	Oxygen
Specialty Mixtures/Grades	

Discount from Price List: _____ %

Discount for Quantity Purchase _____ %

Vendor to state what constitutes a quantity purchase _____

Price List / Catalog #: _____

Date: _____

Price List / Catalog Column(s) to which discount applies: _____

Complete Product Line (All Gases) Offered: _____ Yes _____ No

If No, Please explain:

Cylinder Rental/Demurrage:

No additional fee.

Monthly Cylinder Rate:

High Pressure Cylinders (all sizes)		\$_____ per cylinder
Liquid Nitrogen Dewars	_____	\$_____ per cylinder
	(size)	
	_____	\$_____ per cylinder
	(size)	
	_____	\$_____ per cylinder
	(size)	
Liquid Helium Dewars	_____	\$_____ per cylinder
	(size)	
	_____	\$_____ per cylinder
	(size)	
	_____	\$_____ per cylinder
	(size)	

Annual Lease or other than monthly rental option
Attach support documentation.

**Form of Proposal
RFP #CGP073108**

2. Bulk Nitrogen

Discount from Price List: _____ %

Price List / Catalog #: _____

Date: _____

Bulk Storage Facility Fee

900 gallons \$ _____ per month

1500 gallons \$ _____ per month

3. Dry Ice

Discount from Price List: _____ %

Price List / Catalog #: _____

Date: _____

Dry Ice Pellets \$ _____ per pound

B. <u>Market Basket</u>	List Price/Cylinder	Discount %	Net Price/Cylinder
Acetylene Size 4 CGA 300	\$ _____	_____ %	\$ _____
Acetylene Size B (CL UOM)	\$ _____	_____ %	\$ _____
Acetylene Size MC (CL UOM)	\$ _____	_____ %	\$ _____
Air Compressed Size 300 CGA 590	\$ _____	_____ %	\$ _____
Air Breathing GR D Size 300	\$ _____	_____ %	\$ _____
Air Dry Size 300	\$ _____	_____ %	\$ _____
Air Ultra Zero Size 300	\$ _____	_____ %	\$ _____
Argon Industrial Size 300	\$ _____	_____ %	\$ _____
Liquid Argon 180 Ltrs 230 PSI	\$ _____	_____ %	\$ _____
Argon PP GR 4.8 Size 300 CGA 580	\$ _____	_____ %	\$ _____
Argon UHP GR 5.0 Size 300	\$ _____	_____ %	\$ _____
Argon Zero GR 4.8 Size 300	\$ _____	_____ %	\$ _____
Carbon Dioxide 20 lbs. CGA 320	\$ _____	_____ %	\$ _____
Carbon Dioxide 50 lbs. Siphon	\$ _____	_____ %	\$ _____
Carbon Dioxide Bone Dry GR 3.0	\$ _____	_____ %	\$ _____
Carbon Dioxide USP 50 lbs. CGA 320	\$ _____	_____ %	\$ _____
Ethylene CP GR 2.5 Size 80	\$ _____	_____ %	\$ _____
Helium Industrial Size 300	\$ _____	_____ %	\$ _____
Helium Balloon GR Size 300	\$ _____	_____ %	\$ _____
Helium Chromatographic GR 6.0	\$ _____	_____ %	\$ _____
Helium HP GR 4.8 Size 300	\$ _____	_____ %	\$ _____
Helium UHP GR 5.0 Size 300	\$ _____	_____ %	\$ _____
Helium Zero GR 4.8 Size 300	\$ _____	_____ %	\$ _____
Hydrogen PP GR 4.0 Size 300	\$ _____	_____ %	\$ _____
Hydrogen UHP GR 5 Size 300	\$ _____	_____ %	\$ _____
Nitrogen Industrial Size 20	\$ _____	_____ %	\$ _____
Nitrogen Industrial Size 80	\$ _____	_____ %	\$ _____
Nitrogen Industrial Size 200	\$ _____	_____ %	\$ _____
Nitrogen Industrial Size 300	\$ _____	_____ %	\$ _____
Liquid Nitrogen 160L TRS 22PSI	\$ _____	_____ %	\$ _____
Liquid Nitrogen 240L TRS 22PSI	\$ _____	_____ %	\$ _____
Nitrogen HP GR 4.8 Size 300	\$ _____	_____ %	\$ _____
Nitrogen PP GR 4.8 Size 300	\$ _____	_____ %	\$ _____
Nitrogen UHP GR 5.0 Size 300	\$ _____	_____ %	\$ _____
Nitrogen Zero GR 4.8 Size 300	\$ _____	_____ %	\$ _____
Oxygen Industrial Size 200	\$ _____	_____ %	\$ _____
Oxygen UHP GR 4.4 Size 300	\$ _____	_____ %	\$ _____
Oxygen USP Size 200 CGA 540	\$ _____	_____ %	\$ _____
Oxygen USP Size D CGA 870	\$ _____	_____ %	\$ _____

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

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 (5) references for contacts of similar size and scope including the location, the name, telephone number and e-mail of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

Attach separate sheets as necessary.

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: _____

Telephone: _____ Fax: _____

Signature _____ E Mail: _____

(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.

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

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

PART I - Bidder Information

(Page 3)

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

PART II - Bidder Nondiscrimination Policies and Procedures

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

Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? 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)	Yes__ No__
1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above?	Yes__ No__

PART IV - Bidder Employment Information

Date:

(Page 4)

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

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date)	(Telephone)
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NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION BAN

This notice is provided under the authority of Connecticut General Statutes 9-612(g)(2), as amended by P.A. 07-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined below):

Campaign Contribution and Solicitation Ban

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, or solicit contributions 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;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (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.

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--\$2000 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 \$2000 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 \$5000 in fines, or both.

Contract Consequences

Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the contract being voided.

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, 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 will 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 and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "State Contractor Contribution Ban."

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 or a loan to an individual for other than commercial purposes.

"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.



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi Rell's Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

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 on each anniversary date of a multi-year contract, if applicable).

CHECK ONE: Initial Certification Annual Update (Multi-year contracts only.)

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 an Annual 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) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
- 7) "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 the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any **Gifts** to any Applicable Public Official or State Employee.

I further certify that no Principals or Key Personnel know of any action by the Contractor to circumvent (or which would result in the circumvention of) the above certification regarding **Gifts** by providing for any other principals, key personnel, officials, or employees of the Contractor, or its or their agents, to make a **Gift** to any Applicable Public Official or State Employee. I further certify that the Contractor made the bid or proposal for the Contract without fraud or collusion with any person.

CAMPAIGN CONTRIBUTION CERTIFICATION:

I further certify that, on or after December 31, 2006, neither the Contractor nor any of its principals, as defined in C.G.S. § 9-612(g)(1), has made any **campaign contributions** to, or solicited any contributions on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support, any candidate for statewide public office, in violation of C.G.S. § 9-612(g)(2)(A). I further certify that **all lawful campaign contributions** that have been made on or after December 31, 2006 by the Contractor or any of its principals, as defined in C.G.S. § 9-612(g)(1), to, or solicited on behalf of, any exploratory committee, candidate committee, political committee, or party committee established by, or supporting or authorized to support any candidates for statewide public office or the General Assembly, are listed below:



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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

Signature of Authorized Official

Subscribed and acknowledged before me this _____ day of _____, 200__.

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

_____ Awarding State Agency	_____ Planning Start Date
_____ Contract Number or Description	



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract 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)

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 vendor 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 vendor 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 the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), 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 Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public



**STATE OF CONNECTICUT
AFFIRMATION OF RECEIPT OF STATE ETHICS LAWS SUMMARY**

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

INSTRUCTIONS:

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

CHECK ONE:

- I am a person seeking a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency with my bid or proposal. [Check this box if the contract will be awarded through a competitive process.]
- I am a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the awarding State agency at the time of contract execution. [Check this box if the contract was a sole source award.]
- I am a subcontractor or consultant of a contractor who has been awarded a large State construction or procurement contract. I am submitting this affirmation to the contractor.

IMPORTANT NOTE:

Contractors shall submit the affirmations of their subcontractors and consultants to the awarding State agency. Failure to submit such affirmations in a timely manner shall be cause for termination of the large State construction or procurement contract.

AFFIRMATION:

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

* The summary of State ethics laws is available on the State of Connecticut’s Office of State Ethics website at http://www.ct.gov/ethics/lib/ethics/contractors_guide_final2.pdf

Signature

Date

Printed Name

Title

Firm or Corporation (if applicable)

Street Address

City

State

Zip

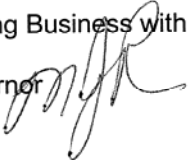
Awarding State Agency



M. JODI RELL
GOVERNOR

STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

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.

Appendix A

Connecticut Colleges Purchasing Group (CCPG)

Current Participating Institutions

Albertus Magnus College	Norwalk Community College
American School for the Deaf	Quinebaug Valley Community College
Asnuntuck Community College	Quinnipiac University
Board of Trustees for Community Colleges	Rensselaer at Hartford
Capital Community College	Sacred Heart University
Central Connecticut State University	Saint Joseph College
Charter Oak College	Southern Connecticut State University
Connecticut State University System	Teikyo Post University
Eastern Connecticut State University	The Hotchkiss School
Fairfield University	Three Rivers Community College
Gateway Community College	Trinity College
Hartford Seminary	Tunxis Community College
Holy Apostles College & Seminary	University of Connecticut
Housatonic Community College	University of Hartford
Kingswood-Oxford School	University of New Haven
Manchester Community College	Wesleyan University
Middlesex Community College	Western Connecticut State University
Mitchell College	Yale University
Naugatuck Valley Community College	