

# REQUEST FOR QUOTATION TO ESTABLISH A UNIVERSITY CONTRACT

for

#### **EVENT RENTALS**

for

THE UNIVERSITY OF CONNECTICUT

RFQ# B812035-8

**Issue Date: 8/19/2008** 

Bid Due Date:

Tuesday, September 16, 2008 @ 2:00 p.m.

**Issued By:** Kristin Allen

**Purchasing Agent** 

3 North Hillside Road Unit 6076

Storrs, CT 06269-6076

Email: kristin.allen@uconn.edu

Fax: (860) 486-5051

#### **INTRODUCTION**

The University of Connecticut (hereinafter referred to as "the University") is seeking bids from experienced and qualified vendors to establish a University contract for Event Rentals for the University's main campus as well as other campus locations, Extension Centers or event sites such as Rentschler Field throughout the state. This contract will cover an array of needed items such as seating, flooring and tents, draping and piping for booths as well as china, linens, tables and chairs. A detailed description of the services required can be found within these documents.

In soliciting quotations, it is the University's intent to establish a University contract. The primary objective of this endeavor is to provide the University with a variety of event rental items with set up, if required, as well as delivery and pick up. The University reserves the right to make multiple awards resulting from this Request for Quotation. The lowest overall bid that best meets the needs of the University will become the prime vendor, however, if at any time goods or services cannot be provided by the primary vendor within the desired time frame established by the University; the University will reserve the right to procure goods and services from the secondary or tertiary respondents. Partial responses to these specifications will be considered.

#### SECTION I TERMS AND CONDITIONS

#### 1.0 <u>Contract Term</u>

- 1.0.1 The University is seeking a contract for the period of October 1, 2008 through September 30, 2009 with an option to extend for four (4) additional one (1) year terms or parts thereof. Said option will only be exercised upon satisfactory performance and by mutual written consent of both parties.
- 1.0.2 Such intent to extend shall be conveyed to the vendor(s) in writing no less than thirty (30) days prior to the effective date.
- 1.1 <u>Pricing</u>: All prices shall remain fixed for a minimum of one (1) year from award date. Price increases thereafter, and for the duration of this contract will only be allowed when:
  - 1.1.1 Price increases are based on documented changes in the vendors laid in cost of product or other discounts allowed and,
  - 1.1.2 Prices quoted in response to this Request for Quotation may be adjusted up or down in an amount not to exceed the Consumer Price Index (CPI), appropriate for the commodity, as published by the United States Department of Labor. The University will expect any increases to be consistent with those applied to other customers of comparable size and nature. Recommendations for a procedure to review requested increase in selling price should be addressed in your bid document and,
  - 1.1.3 The University Purchasing Department is notified of the increase a minimum of thirty (30) days prior to the effective date and, the vendor provides the University any and all documentation it may require to support the proposed price increases.

#### 1.2 Value

- 1.2.1 During fiscal year 2008, the University expended approximately \$100,000.00 for the rental of items such as tents for commencement, chairs, china, etc. It is estimated that approximately \$100,000.00 will be spent in the upcoming fiscal year. This information is provided for informational purpose only and should not be construed as a commitment by the University to purchase any specified quantities or services.
- 1.2.2 Because the volume of Event Rentals cannot be predetermined, any contract resulting from this RFQ will not guarantee a specific amount of business, or income. It should also be noted that any contract resulting from this RFQ will not be an exclusive contract. The University will reserve the right to place purchase orders in any manner deemed by the University to be in its own best interest.
- 1.3 <u>Submission of Bids</u> Each bidder, by submitting a bid, represents that bidder has:
  - 1.3.1 Read and completely understands the bid documents.
  - 1.3.2 Answered all the questions and completed all blank spaces for an offer to be considered responsive. Failure to provide any information or data requested may result in rejection of the offer.

- 1.3.3 Additionally, all bids shall be submitted in a sealed envelope labeled "Sealed Bid No. B812035-8." Your bid must be received in the University Purchasing Department, 3 No. Hillside Road, Unit 6076, Storrs, CT 06269-6076 by Tuesday, September 16, 2008 @ 2:00 p.m. Any bid received after the time specified for receipt shall not be considered and shall be returned unopened.
- 1.3.4 The complete response to this RFQ shall include:
  - 1.3.4.1 An original bid response and three (3) complete copies,
  - 1.3.4.2 List of exceptions to specifications or terms and conditions (if any),
  - 1.3.4.3 An exact copy of the "Form of Bid" included herein,
  - 1.3.4.4 A completed "Bidder Contract Compliance Monitoring Report",
  - 1.3.4.5 Completed, notarized original required affidavits,
  - 1.3.4.6 Completed "Non-Discrimination Certification",
  - 1.3.4.6 Three (3) references.
- 1.4 <u>Bid Medium</u> No oral, telephonic or telegraphic bids or modifications thereof, will be considered. If a bid is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open bids shall decide when the specified time has arrived and no bid received thereafter will be considered.
- 1.5 <u>Bid Format</u> Bids shall be prepared as an exact copy of the "Form of Bid" included herein. All applicable blank spaces shall be completed by the bidder, either typewritten or in ink.
- 1.6 <u>Bid Form</u> All pricing must be indicated in the spaces provided in the "Form of Bid" attached hereto.
- 1.7 <u>Exceptions to Specifications</u> The bidder shall clearly state in the bid any exceptions to, or deviations from, these specifications, terms or conditions; otherwise, the bidder will be responsible for compliance with all requirements listed herein. Bidders shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in this bid.
- 1.8 <u>Errors</u> Bidders shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of these bid documents.
- 1.9 <u>Multiple Bids</u> The University is seeking RFQ'S which meet its requirements as outlined in this RFQ. If more than one method of meeting these requirements is proposed, each should be labeled "primary", "secondary", etc. and submitted separately.
- 1.10 <u>Incomplete Bids</u> Failure to provide all information requested in this bid shall be cause to reject a bid as non compliant.
- 1.11 <u>Bid Withdrawal</u> Bid's may be withdrawn anytime prior to the scheduled opening of the bids. No bid may be withdrawn or modified for a period of sixty (60) days thereafter of bid opening. Withdrawn bids may be resubmitted up to the time and date designated for receipt of bids provided they are then fully in conformance with these general terms and conditions.
- 1.12 <u>Erasures or Corrections</u> All erasures and/or corrections shall be initialed by the person(s) signing the bid.

- 1.13 <u>Bid Obligations</u> The contents of the bid and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into any ensuing contract.
- 1.14 <u>Signature</u> An authorized representative shall sign the bid in ink. ANY BID WITHOUT SAID SIGNATURE WILL BE REJECTED.
- 1.15 <u>Bid Ownership</u> All bids, at bid opening will become the property of the University of Connecticut and will not be returned.
- 1.16 Public Domain State of Connecticut laws require that at the conclusion of the selection process, the contents of all bids be placed in the public domain and be open to inspection by interested parties. Trade secrets or proprietary information that are recognized as such and protected by law may be withheld from such inspection(s) if clearly identified as such in the bid. Any dispute(s) concerning this condition will be referred to the Office of the Attorney General.
- 1.17 <u>Premature Opening</u> No responsibility will be attached to any person for the premature opening of any bid which is not properly identified.
- 1.18 <u>Elaborate Brochures</u> Unnecessarily elaborate brochures or other presentations beyond that sufficient to complete an effective bid are not desired and may be construed as an indication of the bidder's lack of cost consciousness.
- 1.19 Addenda Any and all interpretations, corrections, revisions, and amendments shall be issued by the University Purchasing Department in the form of a written addenda to all known holders of the bid documents. All addenda so issued shall become part of the contract documents and shall be acknowledged in the bid.

#### 1.20 Qualification of Bidders

- 1.20.1 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 in an expeditious and (workmanlike) manner. The University reserves the right to reject any bid if evidence submitted by, or gained through investigation fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any ensuing contract.
- 1.20.2 Bids will be considered from vendors with a demonstrated history of successfully providing similar goods and services to other institutions of higher education or private sector corporations with similar volumes and needs.
- 1.20.3 Vendors must be prepared to provide any evidence of experience, performance and/or financial surety that the University may deem necessary to fully establish the performance capabilities represented in the vendor's bid.
- 1.20.4 The University will reject any bid and void any award resulting from this bid to a vendor who makes any material misrepresentation in their bid.
- 1.20.5 The University reserves the right to request a vendor site visit and may use the visit as a basis for accepting or rejecting their bid.

- 1.21 <u>References</u> All offers shall include three (3) references of bidders customers currently using goods and/or services of the type being offered. At a minimum, the customer's name, the name of a contact person, and a telephone number shall be provided.
- 1.22 <u>Award</u> Contract award will be based on the lowest overall cost to the University. The costs shall be determined after considering the list prices given and the respective discount/markup offered, delivery, transportation, insurance, and any associated administrative fees.
  - 1.22.1 The selected Bidder shall, within ten (10) calendar days after receipt of a "Notice of Award", be issued an official University of Connecticut purchase order.
  - 1.22.2 The purchase order, the bid and RFQ document shall represent the entire agreement between the parties. Any other type of agreements invoking this contract will not be signed by the University.
- 1.23 Acceptance The University reserves the right to reject any or all bids submitted for consideration in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served. Non acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected. Firms whose bids are not accepted will not automatically be notified. However, after a contract has been awarded, or after all bids have been rejected, all bidding documents will be placed in the public domain and made available for inspection by interested parties.
- 1.24 <u>Minor Technicalities</u> The University reserves the right to accept or reject any or all bids and to waive minor technicalities if such a waiver will not substantially change the offer or provide a competitive advantage to any vendor.
- 1.25 <u>Tie Bids</u> The University Purchasing Department will resolve tie bids which are equal in all respects and tied in price. This will be done by drawing lots, and whenever practical, the drawing will be held in the presence of the bidders who are tied. However, if this is not practical, the drawing will be made in front of three witnesses and said drawing will be documented. Whenever a tie involves a Connecticut firm and a firm outside the State of Connecticut, the Connecticut firm will receive preference. Whenever a tie involves one or more Connecticut firms and one or more firms from outside Connecticut, the drawing will be held among Connecticut firms only.
- 1.27 <u>Contract Termination for Cause</u>: The University may terminate any resulting contract for cause by providing a Notice to Cure to the Event Rental Supplier citing the instances of noncompliance with the contract.
  - 1.27.1 The Event Rental Supplier 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.
  - 1.27.2 If the Event Rental Supplier and the University reach an agreed upon solution, the Linen Rental Supplier shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
  - 1.27.3 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by Supplier, the University reserves the right to terminate the agreement.
  - 1.27.4 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

- 1.28 Remedies Upon Default In any case where the vendor has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure", If, after notice, the vendor continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting vendor.
- 1.29 <u>Collection for Default</u> The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.
- 1.30 <u>Immunity from Liability</u> Every person who is a party to this agreement is hereby notified and agrees that the University and its agents are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract which may result from this solicitation.
- 1.31 <u>Indemnification</u> The vendor agrees to jointly and severally indemnify and hold the University, its agents, 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 any contract resulting from this BID.
- 1.32 <u>Prevailing Law</u> The terms and provisions of this RFQ and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.
- 1.33 <u>Assignment</u> Any contract resulting from this RFQ may not be assigned or transferred by either party without the expressed written consent of the other party.
- 1.34 Acts of God Whenever a vendor's place of business, mode of deliver, or source of supply has been disrupted by strike, act of God, or any other disruption it shall be the vendor's responsibility to promptly notify the University Purchasing Department. The University may elect to cancel all orders on file with the vendor and place said orders with another source.
- 1.35 Responsibility for those Performing the Work The vendor shall be responsible for the acts and omissions of all the vendor's employees. The vendor shall at all times enforce strict discipline and good order among the vendor's employees and shall not employ any unfit person or anyone not skilled in the task assigned. Incompetent or incorrigible employees shall be dismissed from the project by the vendor when so determined by the University, and such persons shall be prohibited from returning to the work site without written consent from the University.
- 1.36 <u>Statutory/Regulatory Compliance</u> The successful bidder shall keep informed of, and shall maintain all permits and comply with all applicable laws, ordinances, rules, regulations and order of the State and Federal governments or public bodies having jurisdiction affecting any contract which may result from this bid.
- 1.37 Safety The successful bidder shall provide all necessary safeguards for safety and protection as set forth by the State of Connecticut, the United States Department of Labor Occupational Safety and Health Administration, and any other government body with jurisdiction pertaining to the performance of any contract resulting from this bid.
- 1.38 Payment Terms Payment shall be made on a monthly basis, in arrears, only for items actually turned in for that period. The University's payment terms are 2% 15 days net 45 days. These terms will be honored unless stated otherwise on the Form of Bid. However, in the event of a tie bid, prompt payment discounts will be considered.

1.39 <u>Promotion</u> – Unless specifically authorized in writing by University Communications on a case by case basis, the successful bidder 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, or promotion; nor (b) to express or imply any endorsement of the 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 bid or and ensuing agreement such items as are hereby contracted by the University.

#### 1.40 Nonappropriation of Funds

Notwithstanding any other provision of this RFQ or any ensuing contract, if funds anticipated 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 written notice documenting the 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 firm whose contract was terminated under the same provisions, terms and conditions of the original contract.

1.41 Questions – Questions regarding this bid should be directed to:

Kristin Allen
Purchasing Agent II
3 No. Hillside Road, Unit 6076
Storrs, CT 06269-6076
Email: kristin.allen@uconn.edu

Fax: (860) 486-5051

- 1.42 <u>Insurance</u> –The successful bidder(s) shall secure and pay the premium or premiums of the following policies of insurance with respect to which minimum limits are fixed in the schedule set forth below. **The University of Connecticut shall be named as Additional Insured** on all such policies. The successful bidder(s) shall submit this Certificate of Insurance prior to the issuance of the contract. Each such policy shall be maintained in at least the limit fixed with respect thereto, and shall cover all of the bidder's operations hereunder, and shall be effective throughout the period of this contract or any extension thereof. It is not the intent of this schedule to limit the types of insurance required herein.
  - 1) Worker's Compensation Insurance: Must meet statutory requirements of the laws of the State of Connecticut and any additional requirements of the University of Connecticut. A statutory exemption from Worker's Compensation shall not be deemed a satisfactory alternate to meeting this requirement. In no event shall an award be made to any firm failing to provide such evidence in a form satisfactory to the University.

2) Public Liability Insurance \$1,000,000.00.

3) Property Damage Insurance \$1,000,000.00.

1.43 <u>Additional Charges</u> – All additional charges, including but not limited to environmental fees, insurance, or other costs must be fully itemized and included with the quotation. Charges not

specified in the quotation will not be honored unless agreed to in writing by the University. Fuel surcharges will not be allowed at any time during the life of this contract. Pricing must be FOB Destination.

- 1.44 <u>Subcontractors</u> The vendor shall be responsible for all acts and performances of any subcontractor or secondary supplier that the vendor may engage for the completion of any contract with the University. The vendor shall be responsible for payment to all subcontractors or secondary suppliers.
- 1.45 Quantity The quantity indicated on the bid is estimated only. It is understood and agreed that any standing/blanket order issued shall cover only the actual quantities ordered by the department(s) during the term of the order, whether more or less than quantity estimated herein.
- 1.46 Parking Guidelines and Information:

Parking Services Information University of Connecticut Parking & Transportation Services 3 North Hillside Road, Unit 6199 Storrs, CT 06269-6199

Phone: (860) 486-4930 Fax: (860) 486-0191

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

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

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

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

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

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

#### **Visitor Parking**

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

click here for South Garage or call (860) 486-9088.

#### **Load Zones**

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

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

#### 1.47 Executive Order No. 3:

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

#### 1.48 Executive Order No. 17:

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

#### 1.49 Executive Order No. 16:

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

(a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b): (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts

weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. © The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.

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

#### 1.50 Executive Order No. 7C:

This Contract is subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated on July 13, 2006. The Parties to this Contract, as part of the consideration hereof, agree that:
(a) The State Contracting Standards Board ("the Board") may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means:
(1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the

- (1) a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4a-100 of the Conn. Gen. Statutes or
- (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.
- (b) For the purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.
- (c) Notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-252, all procurements between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift 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.

#### 1.51 Mandatory Affidavits:

The Office of Policy and Management has created new ethics forms effective August 1, 2007 to assist executive branch agencies in complying with the State of Connecticut's current contracting requirements, pursuant to the Connecticut General Statutes and Executive Orders of Governor M. Jodi Rell.

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

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

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

- **→** "Gift and Campaign Certification" Form 1
- **"Consulting Agreement Affidavit" Form 5**

#### 1.52 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. [SEEC Form 11].

#### 1.53 <u>Non-Discrimination Certification:</u>

"The Office of the Attorney General has approved the attached 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: <a href="http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928">http://www.ct.gov/opm/cwp/view.asp?a=2982&Q=390928</a> for more information.

#### 1.54 Whistleblower Language:

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.

#### SECTION II SPECIFICATIONS

- 2.0 There will be no minimum dollar amount for order placement.
- 2.1 Rental and purchase prices shall include delivery and pick up. The cost of insurance, if applicable, shall be included in the rental fee. There shall be no additional charges for fuel surcharges or packaging.
- 2.2 The University will not sign contracts for each order nor will the University pay deposits. The vendor will accept an official University purchase order as approval for the rental/purchase. No commitments will be made until this purchase order is received by the vendor.
- 2.3 Please provide a listing of all rental items that would be covered by this contract. If the vendor has a catalog, please provide in your bid response and notate what items are being offered. If it is all inclusive this must be noted.
- 2.4 The University expects all offers will take into consideration the costs of adequate service for an account of this size. Reasonable service shall include prompt problem solving and physical representation as required by the University. Any firm awarded a contract will maintain service levels which are deemed by the University to satisfactorily service the account. At a minimum this shall include on-site representation as necessary and a customer service contact at the firm's location. Failure to maintain satisfactory service levels shall be deemed by the University as ample justification to terminate the contract for non-performance.
- 2.5 Please provide a written narrative with your bid response as to how your firm will handle emergency critical last minute requests from the University. At a minimum please address same day or next day deliveries, any applicable travel charges, cut-off times, etc. The successful bidder will be required to meet scheduled delivery and pick up dates and times.
- 2.6 New items/categories of rentals may be added at the time of extension of the contract. Special considerations may be approved at other times during the life of the contract.
- 2.7 Vendor must describe its loss policy to include at a minimum: How will rental items be tracked? How is the condition of the rental items noted? **Note**: Losses not reported in writing within seven (7) days of pick-up will not be reimbursable. Vendor must list replacement costs for all items included in this contract.
- 2.8 Please address the policies in regards to change-orders, credits, etc.

#### 2.9 <u>Electrical Safety Policy:</u>

The University has developed a policy regarding Electrical Safety which became effective January 17, 2008. This policy pertains to all University Employees and Contractors working on or near premises wiring; installations of electric conductors and equipment and feeder circuit conductors in or on buildings, structures, and in other areas such as yards, parking and other lots, confined spaces and industrial substations. Additionally, it applies to installation of optical fiber cable near or with electric wiring. Contractors shall comply with section 4.3 of this policy. **Section 4.3 of the policy is shown below.** The entire policy can be found here: <a href="http://www.ehs.uconn.edu/Word%20Docs/Electrical%20Safety%20Policy%202008p.doc">http://www.ehs.uconn.edu/Word%20Docs/Electrical%20Safety%20Policy%202008p.doc</a>
The referenced manual can be found here: <a href="http://www.aes.uconn.edu/Contractor">http://www.aes.uconn.edu/Contractor</a> EHS Manual.pdf

Section 4.3 reads: Contractors must comply with all local, state, federal and University safety requirements (e.g., OSHA, National Electric Code), and assume that all of their employees performing work on UConn campuses

have been suitably trained and licensed.

4.3.1 Additionally, contractors are required to comply with all aspects of the UConn Contractor EHS Manual,

4.3.1 Additionally, contractors are required to comply with all aspects of the UConn Contractor EHS Manual, (Environmental, Health and Safety Requirements for Construction, Service and Maintenance Contractors).

4.3.2 After a contractor performs repairs, maintenance or installations, verification to ensure that the electrical equipment components are operationally intact and that no electrical hazard exists upon re-energization shall be performed <a href="before">before</a> UConn qualified persons shall attempt to re-energize the electrical equipment. This verification can be performed by qualified persons from the Facilities Electric Shop or a qualified third party, at the discretion of the Facilities Electric Shop supervisor.

#### SECTION III FORM OF BID RFQ #B812035-8

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

date

9/18/2008

1.	The undersigned bidder, in response to your Request for Quotation for the above referenced contract, having examined the Request for Quotation, hereby proposes to provide an Event Rentals contract in accordance with the RFQ attached hereto.
	Bidder acknowledges receipt of the following addenda that are a part of the Bid documents:

2.	Bidder understands that the University reserves the right to reject any and all quotations, waive irregularities or
	technicalities in any RFQ, and accept any RFQ in whole or in part which it deems to be in its best interest.

date

- 3. Bidder agrees that this Bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the Bid's.
- 4. Bidder hereby certifies that: (a) this Bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham Bid; (c) the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.
- 5. Please provide pricing for the following sample items that may be applicable to this contract. Pricing is for the rental, delivery, set up, pick up and insurance of the items unless specified otherwise. No fuel surcharge or packaging fees will be allowed during the term of this contract.

<b>Item</b>	Unit	Price per day	Discount
Rental Items:			
Silver Trays 16" Oval		\$	%
Round Tables		\$	%
Glass Beer Mugs		\$	%
Plate Covers		\$	%
White Wooden Chairs		\$	%
Chevori Chairs		\$	%
Banquet Tables 8' x 30"		\$	%
Banquet Tables 5' x 30"		\$	%

	Banquet Tables 6' Round		\$	%
	Round Bistro Tables 30" x 42"		\$	%
	Tents 20' x 30'		\$	%
	Tents 20' x 40'		\$	%
	Tents 20' x 50'		\$	%
	Tents 30' x 30'		\$	%
	Popcorn Machine		\$	%
	Cotton Candy Machine		\$	%
	Trash Cans		\$	%
	Coat Rack		\$	%
	Water Barrels		\$	%
	170M Tent Heater		\$	%
	Heater Diffuser w/12' duct		\$	%
	Propane Refill 100#		\$	%
	Hot Dog Cart		\$	%
	<u>Item</u>	Unit (Size)	Cost	Discount
	Purchase Items:			
	Popcorn Kits		\$	%
	Popcorn Bags		\$	%
	Cotton Candy for Machine		\$	%
	Cotton Candy Cones		\$	%
	Labor: \$/hour	•		
6.	Please include price lists for all manufacturer, etc.	items to be covered under the	nis contract. Please provide the di	scounted price by catalog,
7.	Standard University of Connecti	icut payment terms are 2% 15	5 Net 45.	
	Please note if your payment term	ns are different:		

Signed this	day of	, 20
Firm Name: _		
Address: _		
_		
Print Name: _		
Signature: _		
Title: _		
Email: _		

## SECTION IV BIDDER'S QUALIFICATION STATEMENT RFQ #B812035-8

All Bidders are <u>required</u> 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 PartnershipSole Proprietorship						
	Joint VentureOther						
	Women Owned Minority Business Set Aside Contractor						

Bidders Qualification Statement RFQ #B812035-8 Page 1 0F 3

Name	Years Ye	ars/supervisor	Telephone/Fax #'s	
Trade References: Na regular business deal		ses and telepho	ne numbers of several f	irms with whom your organizati
(Attach additional sho	eet if necessar	rv)		
References: List at description of the wo with the contract.	least three ork performed Current contra	(3) references d, the location,	the name and telephor	lar size and scope, including a ne number of a contact person for leted contracts which were perf
References: List at description of the wo with the contract. C satisfactorily will be	least three ork performed Current contra	(3) references d, the location,	the name and telephor	ne number of a contact person fa
References: List at description of the wo with the contract. C satisfactorily will be a Name & Address	least three ork performed Current contra accepted.	(3) references I, the location, acts are preferr Amount	the name and telephored, but recently comp	ne number of a contact person falleted contracts which were perf
References: List at description of the wo with the contract. C satisfactorily will be a Name & Address	least three ork performed Current contra accepted.	(3) references I, the location, acts are prefer	the name and telephored, but recently comp	ne number of a contact person falleted contracts which were perf
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description of the wo with the contract. Of satisfactorily will be a Name & Address	least three ork performed current contra accepted.  Term	(3) references d, the location, acts are preferences Amount	the name and telephored, but recently comp  Contact Person	ne number of a contact person falleted contracts which were perf

Bidders Qualification Statement RFQ #B812035-8 Page 2 0F 3

9.	Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):
10.	List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.  1 Attached 2 N/A
Date	d at
this _	day of2008
Nam	e of Organization:
Addr	ess:
	phone: Fax:ide 800 Telephone and Fax numbers, if available
Signa	ature
(Prin	t Name)
Title	
Emai	1

Bidders Qualification Statement RFQ #B812035-8 Page 3 0F 3

## SECTION V CONNECTICUT COLLEGES PURCHASING GROUP

The University of Connecticut is a member of the Connecticut Colleges Purchasing Group (CCPG), a statewide purchasing consortium of educational institutions. As such, the University would like to extend any product/service pricing resulting from this solicitation for an Event Rentals Contract, to all CCPG members as noted below. Please indicate below your preference in this matter.

> I (we) agree that any product pricing resulting from this bid will be extended to the members of the Connecticut Colleges Purchasing Group (CCPG), with the same pricing, terms and conditions as proposed herein. Yes No Signature (Title) Printed Name (Date) **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 University of Hartford Housatonic Community College Kingswood-Oxford School University of New Haven Manchester Community College Wesleyan University Middlesex Community College Western Connecticut State University

Yale University

Mitchell College

Naugatuck Valley Community College

#### SEEC FORM 11

### 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:

<u>Civil penalties</u>-\$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.

<u>Criminal penalties</u>—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, <a href="www.ct.gov/seec">www.ct.gov/seec</a>. Click on the link to "State Contractor Contribution Ban."



## STATE OF CONNECTICUT EXECUTIVE CHAMBERS

#### **MEMORANDUM**

To:

Vendors Conducting Business with the State of Connecticut

From:

M. Jodi Rell, Governør

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.

#### 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. <u>See Section 46a-68j-30(10)(E)</u> of the Contract Compliance Regulations.

#### INSTRUCTIONS AND OTHER INFORMATION

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

#### 1) Definition of Small Contractor

Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding 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.

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), construction and engineering managers.

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

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

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

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

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

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

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

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

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

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

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

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

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa. American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.

#### BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information	(Page 3)
Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number Or Social Security Number
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1)
	-Bidder is a small contractor. Yes NoBidder 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	
Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?  YesNo	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?  YesNo	Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?  Yes No  Yes No
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy?  YesNo	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?  YesNoNA
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	12. Does your company have a written affirmative action Plan? Yes_ No_ If no, please explain.
6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct?  Yes No	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	
Will the work of this contract include subcontractors or suppliers? Yes_No_	
1a. If yes, please list all subcontractors and suppliers and report if they are a small cadditional sheet if necessary)	contractor and/or a minority business enterprise. (defined on page 1 / use
1b. Will the work of this contract require additional subcontractors or suppliers oth	ner than those identified in 1a. above? Yes No

			ormation			Date:						(Page	,
JOB CATEGORY	OVERALI TOTALS		WHI (not of H origin	ispanic	BLA (not of H origin	ispanic	HISPA	ANIC		ASIAN or ISLANDER		AMERICAN ALASKAN	
		М	Iale	Female	Male	Female	Male	Fen	nale	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													
	F	ORMAL O	N THE JOB	TRAINEES	(ENTER FIGU	RES FOR THE	SAME CATEGO	RIES	AS ARE SH	OWN ABOVE)			
Apprentices													
Trainees													
			T		(X)								
SOURCE	YES	NO	% of ap provide source	pplicants ed by									
State Employment Service	;					Work Ex	xperience						
Private Employment Agencies						Ability to	o Speak or nglish						
Schools and Colleges						Written '	Tests						
Newspaper Advertisement						High Scl	hool Diploma						
Walk Ins						College	Degree						
						Union M	Iembership						
Present Employees					<u></u>								
Present Employees  Labor Organizations						Personal							
						Personal Recomm							
Labor Organizations  Minority/Community Organizations						Personal Recomm	nendation or Weight						
Labor Organizations  Minority/Community						Personal Recomm Height o	nendation or Weight nership						
Labor Organizations  Minority/Community Organizations						Personal Recomm Height o Car Own	nendation or Weight nership						
Labor Organizations  Minority/Community Organizations	rue to the best	of my kne	owledge ar	nd belief, and	d are made in	Personal Recomm Height o Car Own Arrest R Wage Ga	nendation  or Weight  nership  ecord  arnishments  hat the stateme						

OPM Ethics Form 1 Rev. 10-31-07
Page 1 of 2

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:

- "Contract" means that contract between the State of Connecticut (and/or one or more of it 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 contactor 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 <u>statewide public office</u>, 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 <u>statewide public office</u> or the General Assembly, are listed below:

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Contribution Date	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
awful Campaign	Contributions to Candid	ates for the Gene	eral Assembly:	
Contribution Date	Name of Contributor	<u>Recipient</u>	<u>Value</u>	<u>Description</u>
worn as true to th	e best of my knowledge ar	nd belief, subject to	the penalties o	f false statement.
rinted Contractor I	Name	Signature of	Authorized Off	icial
			_	
ubscribed and a	cknowledged before me	this day	of	, 200
	Con	nmissioner of the	Superior Cour	t (or Notary Publi
For State Agend	cy Use Only			
Awarding State A	gency		anning Start Da	te
Contract Number	or Description			

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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.

term of the Sta	ate contract.				
AFFIDAVIT:	[ Number of Affiday	rits Sworn and Sub	scribed On This Da	ay:]	
described in C who is authori	gned, hereby swear the connecticut General Sized to execute such connection with such	catutes § 4a-81(a) contract. I furth	, or that I am the er swear that I ha	individual awarded ave not entered into	such a contract
Consultant's N	ame and Title		Name of Firm	(if applicable)	
Start Date	End Da	ate	Cost		
Description of	Services Provided: _				
If YES:Name	of Former State Ager	осу	Termination D	ate of Employment	
Sworn as true	to the best of my kno	wledge and belief,	subject to the pen	alties of false stater	nent.
Printed Name	of Bidder or Vendor	Signature of Ch	ief Official or Inc	dividual Date	
		Printed Name (of	f above)	Awarding	State Agency
Sworn and su	ubscribed before me	on this	day of	, 200	
		Commission	ner of the Superio	or Court	

Commissioner of the Superior Court or Notary Public

#### NON-DISCRIMINATION CERTIFICATION

(By <u>corporate or other business entity</u> regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)

I	,		of
(signer's name)		(signer's title)	
(name of entity)			, an entity lawfully
organized and existing under the	he laws of		, do
	(1	name of state or commonwe	alth)
hereby certify that the following	ng is a true and	correct copy of a res	solution adopted on the
day of	, 201	by the governing bod	y of
	, in accordan	ce with all of its docu	iments of governance
(name of entity)			
and management and the laws	of		
	(name of st	ate or commonwealth)	
and further certify that such re	esolution has no	ot been modified, res	cinded or revoked, and
is, at present, in full force and	effect.		
DECOLVED TO			1 1 1 2
RESOLVED: That	(nome of or	atity)	hereby adopts as its
policy to support the notice Connecticut General State of Connecticut Public Act 07-142.	ondiscriminatio Statutes § 4a-60	n agreements and wa O(a)(1) and § 4a-60a	rranties required under $a(a)(1)$ , as amended in
IN WITNESS WHEREOF, the	e undersigned h	as executed this certification	ficate this day of
, 20	_•		
(Authorized Signature)			
(Print Name)			
(Title)			

#### NON-DISCRIMINATION CERTIFICATION

(By <u>individual contractor</u> regarding support of nondiscrimination against persons on account of their race, color, religious creed, age, marital or civil union status, national origin, ancestry, sex, mental retardation, physical disability or sexual orientation.)
I, of
(signer's name)
entering into a contract (or an extention or other modification of an existing contract) with the State of Connecticut (the "State") in my individual capacity for
with the State of Connecticut (the State ) in my murvidual capacity for
(If available, insert "Contract No."; otherwise generally describe the goods or services to be provided)
In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.
IN WITNESS WHEREOF, the undersigned has executed this certificate this day of, 20
(Owner's Signature)
(Printed Name)