



University of Connecticut Purchasing Department

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

**Request for Bids
B983199-4**

**Medical Supplies
For the University of Connecticut Main Campus in Storrs**

Date Issued	Pre-Bid Meeting	Bid Due Date	Prepared By	Telephone #
July 31, 2008	NONE	August 21, 2008 @ 2:00 p.m.	Cathleen G. Paquette Purchasing Agent II	(860) 486-2620

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Medical Supplies

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**Invitation to Bid
Medical Supplies
Bid #B983199-4**

The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified vendors to provide a complete line of medical supplies, as well as all necessary service, training and support. Purchases under the current contract total approximately \$45,000.00 per year. This figure is provided for informational purposes only and is in no way a commitment by the University to any annual volume of purchases.

In soliciting bids, it is the University's intent to establish a primary source for its Medical Supplies. 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.

Although the majority of the supplies will be required at the main campus in Storrs, 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). Furthermore, although it is not required to do so, the Connecticut College Purchasing Group (CCPG) may wish to utilize any contract resulting from this solicitation (see *Appendix I* for list of members). Each bidder should indicate on the *Form of Bid* whether they are willing to extend the same discounts, terms, and conditions to the CCPG member institutions.

Firms 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 bid shall make a written request to the University to be received at least seven (7) days prior to the date for receipt of bids via facsimile to (860) 486-5051 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 bid shall be made by addendum as issued by the University Purchasing Department. Interpretations, corrections or changes of the bid made in any other manner shall not be binding and firms shall not rely upon such interpretations, corrections or changes. All addenda shall be mailed or delivered to all that are known to have received the bid. No addenda shall be issued later than seven (7) days prior to the date for receipt of bids except an addendum, if necessary, postponing the date for receipt of bids or withdrawing the bid.

Bids must be received in the Purchasing Department by **2:00 p.m. on August 21, 2008** in accordance with the **Section III**, Paragraph 3.5.

Section I General Requirements

1.0 Qualification of Bidders

- A. 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.
- 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 bid.
- C. 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.
- 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 bid.
- E. The University shall make such investigations as deemed necessary to determine a vendor's ability to provide the specified goods and services and to perform in an expeditious (workmanlike) manner. The University reserves the right to reject any bid if evidence submitted, or gained through investigation, fails to satisfy the University that a vendor is properly qualified to carry out the obligations of any contract established pursuant to this bid.

1.1 Mandatory Service & Support Requirements

The University Storrs Campus enrolls approximately 16,681 undergraduate and graduate students, and employs over 4,500 faculty and staff. Approximately 8,660 students live in residence halls. To support this student community, the University operates a Health Services Department with an overnight inpatient unit that is fully prepared to handle most medical problems.

In order to meet the specific needs of the University's Student Health Services Department, the successful bidder will be required to provide, at a minimum, the following level of services.

- A. An inside salesperson must be assigned to handle the University account. This person must be readily accessible by telephone during normal business hours. The name and telephone number of this individual must be provided within the bid response.

A toll-free telephone number must be provided for order placement and customer service.

The vendor must have a data order entry system that includes the following features:

- instant access to pricing and availability of all items listed.
- real time access of shipping schedules and back-orders.
- ability to offer substitutes for discontinued products or stockouts.
- on-line access to invoice records showing all unpaid invoices, invoice number, purchase order number and invoice date.
- ability to cross- reference other supplier's catalogue.

All hardware and software requirements shall be made available to the University without cost. Bidders shall include in their response a detailed summary of software program and available hardware.

- B. Vendor must provide an outside 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 demonstrations and samples of equipment and supplies as required,
 - work with University staff on standardizing product lines as required,
 - provide in service training for new products as required.
 - integrate new products 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,
 - devote as much time as is necessary to effectively meet the needs of the University as they relate to any contract resulting from this bid solicitation.
- C. The successful bidder should have the ability to perform preventative maintenance and offer a repair service on all equipment sold. Technicians must be factory trained and certified.
- D. The successful bidder should offer alternate billing options.
- E. The successful bidder should offer a reserved inventory system (stockless inventory) for a minimum of fifty items.
- F. The successful bidder should offer an electronic data interchange (EDI) program. Although the University is not presently in a position to utilize EDI, a migration to EDI is likely, therefore the vendor's ability to communicate mainframe to mainframe via an EDI network must be addressed in the proposal.
- G. The successful bidder should be willing to hold medical product/informational shows as required without cost to the University.

1.2 Term

The term of any contract resulting from this bid shall be from **the date of award through June 30, 2009 with options to extend for five (5) additional one (1) year terms**. Said options will only be exercised upon satisfactory performance and by mutual consent of both parties.

1.3 Ordering Procedure

The University will issue a "Blanket Order" for the Student Health Services department under the terms and conditions of any agreement established pursuant to this solicitation. Orders will be placed via release against this purchase order as needed. Requirements for other departments will be submitted on standard purchase orders as requested.

1.4 Delivery

- A. Deliveries will be made to a central location. Due to limited access to many of the buildings on the Storrs campus, deliveries must be made using a straight-bodied box truck. The vendor will be responsible for ascertaining any additional restrictions for inside deliveries to departments.
- B. Bidders shall indicate the method of delivery of goods to the University (e.g., common carrier, fleet, etc.). The successful bidder(s) may be required to supply a copy of their Insurance Certificate.
- C. Deliveries will be made on a mutually agreed upon schedule.
- D. The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery, and in accordance with good commercial practice.

Section II Terms & Conditions

2.0 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. The University reserves the right to audit the vendor's books with reasonable notice.

2.1 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.

2.2 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.

2.3 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.

2.4 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.

2.5 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.

2.6 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.

2.7 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.

2.8 Collection for Default

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

2.9 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.

2.10 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.

2.11 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.

2.12 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.

2.13 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.

2.14 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.

2.15 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.

2.16 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.

2.17 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.

2.18 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.**

2.19 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.

2.20 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.

2.21 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.

2.22 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 III Submittal of Bids

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

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

3.1 Multiple Bids

The University is seeking bids that 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.

3.2 Bid Content

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

A. Form of Bid

1. Market Basket

The Market Basket represents commonly purchased supplies. Physicians Sales & Service numbers are provided as reference point only. 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. 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.

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

B. Point-by-Point

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

C. Exceptions

The vendor shall clearly state, in the response, 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 bid documents and shall be cross-referenced to the corresponding numbered paragraph in the RFQ.

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. 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.

F. Bidders Contract Compliance Monitoring Report

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

G. 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. 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.

H. 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.

I. 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.

J. 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>

3.3 Submittal of Bids

- A. Responses must be submitted **in duplicate** to the University of Connecticut Purchasing Department, 3 North Hillside Road, Unit 6076, Storrs, CT 06269-6076. Bids submitted by mail must be in an envelope clearly identified with the name and address of the bidder and the designation "Bid #B983199-4: Medical Supplies". No responsibility will be attached to any person for the premature opening of any bid that is not properly identified. **All submittals must be received by 2:00 p.m. on August 21, 2008.**
- 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 3.2, in the order listed. Please use the *Cover Page for Submittal* provided. Bids may be unbound or in a three-ring binder.

3.4 Incomplete Information

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

3.5 Minor Technicalities

The University reserves the right to reject any or all bids submitted for consideration, in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgement, 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.

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

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

3.7 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 bids 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.

3.8 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.

Section IV Award

4.0 Formation of Agreement

Any response to this RFP will be considered an offer to contract. Award will be based on the lowest overall cost to the University. The costs shall be determined after considering the pricing offered, delivery, transportation, insurance and any associated administrative fees. The University will issue a Contract Summary document outlining the general conditions and contact information. The purchase order, when duly executed, will represent the entire agreement between the parties.

4.1 Contract Award

- A. It is the University's intent to make a single award. If at any time during the contract period the successful bidder is unable to provide the products that meet the University's requirements, the University will be authorized to contact the next lowest bidder. If the next lowest bidder can meet the University's requirements at the same price schedule submitted in response to this bid solicitation, the University Purchasing Department will be authorized to issue a purchase order to meet the emergency requirements.
- B. Any vendor awarded a contract pursuant to this solicitation shall be subject to annual performance evaluations by the University. Such evaluations will constitute a review of the vendor's performance relative to timeliness, accuracy, quality, and cost competitiveness.

4.2 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.

Cover Page for Submittal

**University of Connecticut
RFQ #B983199-4
Due: August 21, 2008**

(Vendor Name)

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

- Form of Proposal
- Catalogs or price sheets (if applicable)
- Point-by-point response to Sections I and II
- List of exceptions to specifications or terms & conditions (if any)
- Proposed enhancements
- 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 Bid
B983199-4**

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

August 21, 2002

1. The undersigned bidder, in response to your request for bid for bids for the above referenced contract, having examined the Request for Bid, hereby proposes to provide Medical Supplies in accordance with the bid attached hereto.

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

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

2. Bidder understands that the University reserves the right to reject any and all bids, waive irregularities or technicalities in any bid, and accept any bid in whole or in part which it deems to be in its best interest.
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 bids.
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. Pricing: In accordance with the Market Basket and any additional price schedule(s) attached hereto.
6. Payment terms: _____
7. 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

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 Bid
B983199-4**

A. Price Schedule

Bidders must provide a price schedule that includes all product lines to be made available to the University of Connecticut. Identify all manufacturer and distributor published price lists and/or catalogs to be utilized along with the corresponding discount rate(s). Identify any products or product categories for which bulk discount rates are offered along with minimum requirements and discount rates.

1. Manufacturer/Supplier: _____
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: _____

2. Manufacturer/Supplier: _____
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: _____

3. Manufacturer/Supplier: _____
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: _____

Bidders may attach additional pages as necessary.

Please reference attachments: _____

**Form of Bid
B983199-4**

B. Market Basket

Description	PSS #	Unit of Measure	Bidder's #	List Unit Price	Disc.	Net Unit Price
Peak Flow Mouthpieces	12035	100/bx	\$ _____ -	\$ _____	_____%	\$ _____
Klennex Tissues	5009	36/cs	\$ _____ -	\$ _____	_____%	\$ _____
21" Exam Table Paper	1725	12/cs	\$ _____ -	\$ _____	_____%	\$ _____
Adult Tall Metal Crutches	151780	10/cs	\$ _____ -	\$ _____	_____%	\$ _____
3" Ace Bandages	31946	50/cs	\$ _____ -	\$ _____	_____%	\$ _____
Drape Sheets	1768	100/cs	\$ _____ -	\$ _____	_____%	\$ _____
Alcohol Prep Pads	51956	4000/cs	\$ _____ -	\$ _____	_____%	\$ _____
X-large Sani Cloths	128538	6/cs	\$ _____ -	\$ _____	_____%	\$ _____
Underpads	7969	200/cs	\$ _____ -	\$ _____	_____%	\$ _____
1" Sheer Band-aids	2036	12/cs	\$ _____ -	\$ _____	_____%	\$ _____
Unsterile 4 x 4's	5444	12/cs	\$ _____ -	\$ _____	_____%	\$ _____
WA Probe Covers	46762	200/cs	\$ _____ -	\$ _____	_____%	\$ _____
Multi Stix 10SG	2161	100/bx	\$ _____ -	\$ _____	_____%	\$ _____
Towelette, Dispatch	69260	60/pk	\$ _____ -	\$ _____	_____%	\$ _____
Tube, BC Gold SST	367986	100/pk	\$ _____ -	\$ _____	_____%	\$ _____
Vionex Soap	2254	12/cs	\$ _____ -	\$ _____	_____%	\$ _____
¼" Steri Strips	2473	Box	\$ _____ -	\$ _____	_____%	\$ _____
2" Flexicon	4069	12/cs	\$ _____ -	\$ _____	_____%	\$ _____
WA Thermometers	110492	each	\$ _____ -	\$ _____	_____%	\$ _____

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:

[Empty lines for description of services]

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

NON-DISCRIMINATION CERTIFICATION

(By corporate or other business entity 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)
 _____, an entity lawfully
(name of entity)
 organized and existing under the laws of _____, do
(name of state or commonwealth)
 hereby certify that the following is a true and correct copy of a resolution adopted on the
 _____ day of _____, 20__ by the governing body of _____
 _____, in accordance with all of its documents of governance
(name of entity)
 and management and the laws of _____,
(name of state or commonwealth)
 and further certify that such resolution has not been modified, rescinded or revoked, and
 is, at present, in full force and effect.

RESOLVED: That _____ hereby adopts as its
(name of entity)
 policy to 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____.

(Authorized Signature)

(Print Name)

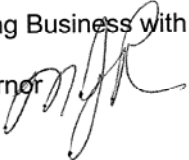
(Title)



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	