



The University Of Connecticut

REQUEST FOR PROPOSAL

KJ031607-5

OFFICE SUPPLIES

Date Issued:

March 16, 2007

Mandatory Pre-Proposal Conference:

Wednesday, April 4, 2007 @ 10:00 AM EST

Date and Time of Proposal Opening:

**April 19, 2007
2:00 PM EST**

Firm's Name

Issued By:
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SECTION 1 PROJECT OVERVIEW

1.1 Purpose:

The University of Connecticut Purchasing Department (hereafter referred to as the University), is soliciting proposals from qualified and experienced office supply vendors to enter into and “exclusive” agreement with said provider to establish an annual contract to supply and deliver general office supplies to the University of Connecticut Storrs campus, as well as, all the University’s regional campuses and Extension Offices located throughout the State of Connecticut.

The University not only desires an experienced, professional firm that accurately delivers name-brand products next day at the deepest discount prices possible, but which also can:

- cut administrative costs and improve efficiencies,
- skillfully implement and manage the program,
- customize the program, materials and billing to the University’s exact needs and requirements,
- possess the technology to monitor and assess our program as the University’s needs change,
- push the University’s Internet ordering habits from 80% to 100% participation.

Excluded from any contract awarded as a result of this RFP shall be:

- Student discount programs,
- Alumni discount programs,
- Retail store programs,
- Vendor convenience/procurement card programs,
- Copy center programs,
- Inventory management programs.

Office supply vendors interested in providing the required goods and services should submit their proposals and discounted prices based on the following General Terms and Conditions, SPECIFICATIONS, and most commonly used office supply items. The list is provided for informational purposes only and should not be construed as a commitment of future purchases. The prices quoted on the list will be used as one of the price components of the evaluation process.

1.2 History:

The University entered into the stockless office supply environment in 1992. Orders were placed daily, via custom requisitions mailed or faxed, to the University’s Purchasing Department for approval and placement via the vendors on-site customer service rep by EDI. A master summary bill was issued monthly. In March of 1999, tied to the University’s newly introduced Procurement Card (MasterCard), on-line ordering on a volunteer basis via the procurement card was born. In 2003, online ordering via the Internet without the mandate of the procurement card was introduced. The University currently places approximately 80% of orders online via the Internet, (with and without the procurement card) and 20% continue to be manually transmitted via facsimile to the Purchasing Department for placement via the vendor on-site Customer Service Representative.

1.3 Term:

The term of any contract resulting from this Request for Proposal will be one (1) year: July 1, 2007 through June 30, 2008. By mutual written agreement of both parties, this contract may be extended for four (4) additional one (1) year periods or parts thereof. Such intent to renew shall be conveyed in writing to the vendor sixty (60) days prior to the effective date.

1.4 Exclusions:

This contract shall not apply to any supply item or office equipment currently stocked in the University’s Central Stores or available under other University contract awards (see Section 3.13.2).

1.5 Exclusivity:

It is the intent of the University to enter into an “exclusive” contractual relationship with a dealer who shall supply all contract office supplies and services as required by those ordering departments at the University who fall within the purview of purchasing authority.

1.6 Quantities:

During calendar year 2006 the University’s total office supplies purchases were approximately \$860,844.00. Averaging \$71,737.00 per month with approximately 6900 orders placed, 24% via mail and fax, and 76% via the Internet. This information is provided for informational purposes only and should not be construed as a commitment by the University to purchase any specified quantities. Orders will be placed on an “as needed” basis only. The University of Connecticut Health Center and it’s volume (located in Farmington, CT) are not considered part of this contract. In addition, 13 units of higher education throughout the State of Connecticut (CCPG members) utilized the University of Connecticut’s office supply contract in 2006 spending \$1,858,635.00. Participation by CCPG members is voluntary.

1.7 Demographics:

The University of Connecticut is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford. Total enrollment at all campuses is approximately 23,419 students. The Storrs campus has an enrollment of approximately 16,681 undergraduates and graduate students including a resident population of approximately 11,000 students. There are approximately 5,872 full and part-time faculty and staff. See Section 9 – UCONN Fact Sheet for additional information.

1.8 Specifications:

It is not the intent of these specifications to rule out or eliminate any prospective bidder or manufacturer. If the materials or services you intend to bid do not comply with the specifications as written, you are instructed to attach to your proposal a complete itemization and explanation for each deviation or variation from the specifications. The University may, at its discretion, consider or deny any deviation and purchase the material which best suits its intended use. The bidder shall not purposely bid goods or services of a lesser quality, which requires deviation from the specification, if the bidder can furnish the goods or services, which will comply with the minimum technical specifications.

1.9 Method of Award:

Each proposal will be evaluated by a committee using a points earned matrix. The award shall be made to the most responsive and responsible bidder offering the best value and most economical proposal based on the total matrix scores as determined by the University. All bidders, in submitting proposals, concur with this method of award and will not, under any circumstances nor in any way, dispute any award made using this method. See Section 4.1 RFP Evaluation Criteria.

1.10 Mandatory Pre-Proposal Conference:

A mandatory pre-proposal conference will be held in the **Bid Room of the Purchasing Department located at 3 North Hillside Road, on Wednesday, April 4, 2007 @ 10:00 a.m.** Attendance at this meeting is mandatory as this will be the only opportunity for interested parties to familiarize themselves with the scope of this project and these contract requirements. **Hold all questions until the mandatory pre-proposal conference.** Only those firms who attend the mandatory pre-proposal conference may submit a proposal response. Failure to attend will cause the University to reject your proposal as non-compliant. See Travel directions enclosed in these documents.

1.11 Estimated Timetable:

The following schedule will apply to this RFP.

Release of RFP	March 16, 2007
Pre-Proposal Conference	April 4, 2007
Closing Date for Inquiries	April 10, 2007
Submission of RFP Due	April 19, 2007
Service to Commence	July 1, 2007

This timetable is tentative and subject to change. Any questions or concerns about the timetable should be communicated in writing immediately upon receipt of this RFP. Failure to meet delivery dates as outlined may be basis for disqualification of your proposal.

1.12 Definitions:

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

SECTION 2 - GENERAL TERMS & CONDITIONS

2.1 Each firm, by submitting a proposal, represents that the firm has:

- A. Read and completely understood the RFP documents and attachments thereto.
- B. Is familiar with the conditions under which services would be provided, including availability and cost of materials, equipment and personnel.

2.2 Receipt of Proposals

- A. The University will receive proposals at the Purchasing Department, 3 North Hillside Road, Storrs, CT 06269-6076, until 2:00 P.M., on April 19, 2007. Proposals will be opened and the names only of the respondents will be read publicly. All information will be confidential until after review and action by the evaluation committee.
- B. Any proposal received after the time and date specified for receipt of proposals shall not be considered and shall be returned unopened via regular mail.
- C. Each respondent shall be solely responsible for the delivery of his or her proposal to the University at the place and before the time as specified above.
- D. Unless otherwise noted in this document, all materials submitted in response to this RFP shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation, which would further define or expand the contractual relationship between the University and the respondent.
- E. The University reserves the right to reject any or all proposals submitted for consideration in whole or in part; and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University would be served thereby. Nonacceptance of a proposal shall mean that another proposal was deemed more advantageous to the University, or that all proposals were rejected. Firms whose proposals are not accepted shall be notified, upon request, after a binding contractual agreement between the University and the selected respondent exists, or after the University has rejected all proposals.
- F. A respondent shall promptly notify the University of any ambiguity, inconsistency, or error, which they may discover upon examination of the proposal documents.
- G. Proposals are treated as confidential by the University until after the award is issued. At that time, they become subject to disclosure under the Freedom of Information Act. If a respondent wishes to supply any information that it believes is exempt from disclosure under the Act, which respondent should summarize such information in a separate envelope and each page submitted should clearly state "Confidential," but otherwise be presented in the same manner as the Proposal. However, any such information is provided entirely at the respondent's own risk and the University assumes no liability for any loss or damage which may result from the University's disclosure at any time of any information provided by the respondent in connection with its proposal.

2.3 Preparation of Proposals

- A. Proposals shall include an exact copy of the "Form of Proposal" included within these documents. All applicable blank spaces shall be filled in, typewritten or in ink, and amounts shall be written in both words and figures. If there is a discrepancy between the words and the figures, the amount shown in words shall be deemed correct.
- B. Respondents shall provide a written, itemized list of any exceptions to this RFP as an attachment to their proposal response clearly marked "exceptions".
- C. Proposals shall indicate the full name of the respondent submitting the proposal and shall bear the signature of the principal duly authorized to execute contracts on behalf of the Respondent. The name of each person signing the proposal shall be typed or printed below the signature.
- D. All erasures or corrections shall be initialed by the person(s) signing the proposal.

- E. The terms and provisions of this RFP and any contract resulting from this RFP shall be construed in accordance with the laws of the State of Connecticut.
- F. Any interpretation, correction, or change to this RFP shall be made by a written addendum to this contract. Interpretations, corrections or changes to the RFP made in any other manner shall not be binding and respondents shall not rely upon such interpretations, corrections or changes. Any changes or corrections shall be issued by the University Purchasing Department. Questions regarding this RFP shall be submitted in writing and directed to:

Kathleen Joy
Assistant Director
3 North Hillside Road
Storrs, CT 06269-6076

Questions will be accepted via facsimile or email to 860-486-5051 or Kathleen.Joy@uconn.edu

- G. Additional Charges - All additional charges, including but not limited to technology, utilities, labor, materials, training, insurance or other costs must be included in the proposal prices. Charges not specified in the proposal will not be honored unless agreed to in writing by the University Purchasing Department.
- H. Addenda - All addenda shall be mailed or delivered to all who are known to have received the RFP. No addenda shall be issued later than seven (7) days prior to the date for receipt of proposals except an addendum, if necessary, postponing the date for receipt of proposals or withdrawing the RFP.

2.4 Format of Proposals

- A. Proposals must include a point-by-point response to this RFP, where required. Each such response must be cross-referenced to the correspondingly numbered item in this RFP and described in as much detail as possible. Likewise, any samples and/or examples, which are provided to support responses, shall be labeled to correspond with the specific requirement in this RFP. This MANDATORY REQUIREMENT will facilitate a more expedient evaluation of the proposals.
- C. **Failure to respond to all points may be grounds for rejection. Likewise, failure to supply any information requested to accompany proposals may cause rejection of the proposal as noncompliant.** The University reserves the right to request additional information if clarification is needed.

2.5 Submittal of Proposals

- A. Five copies, an original and four copies, of each proposal shall be submitted in a sealed parcel addressed to the University at the address given above. The sealed parcel shall further be identified with the name and address of the respondent and the designation "**SEALED PROPOSAL RFP NO. KJ031607-5, OFFICE SUPPLIES**"
- B. The complete response to this RFP shall include:
- An exact copy of the "Form of Proposal" included herein,
 - A comprehensive point-by-point response to all items listed herein
 - A completed Bidder Contract Compliance Monitoring Report
 - Affidavits, original notarized copies, Form 1, 2, 5 and Form 6A
 - References
 - Completed Market Basket Schedule of Prices
 - Sample of Dealers Catalog
 - Sample of Wholesaler Catalog
 - Sample of Requisition form
 - Sample Product Return form
 - Sample Master Invoice Document
 - Email/password to view/browse website

- Resumes of personnel to be assigned to UCONN account and years of experience in office supplies industry
- C. No oral, telephonic or telegraphic proposals will be accepted. If a proposal is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open proposals shall decide when the specified time has arrived and no proposal received thereafter will be considered.
- D. No responsibility will be attached to any person for the premature opening of any proposal that is not properly identified.

2.6 Modifications or Withdrawal of Proposals Will Be Executed As Follows:

- A. A proposal shall not be modified, withdrawn or canceled by the respondent for a one hundred and twenty (120) day period following the time and date assigned for the receipt of proposals as specified in paragraph 2.2.1 above and the respondent so agrees in submitting a proposal.
- B. Prior to the time and date assigned for receipt, proposals submitted early shall be modified or withdrawn only by written notice to the University. The University prior to the designated date and time for receipt of proposals as provided in paragraph 2.2.1 shall receive such notice.
- C. Withdrawn proposals may be submitted up to the time designated for receipt of proposals provided they are then fully in conformance with these terms and conditions.

2.7 Formation of Agreement

- A. The response to this RFP will be considered an offer to contract. At its option, the University may take either one of the following actions in order to form an agreement between the University and the selected respondent:
 - Accept a proposal as written by issuing a written "Notice of Award" to the selected respondent which refers to this RFP and accepts the proposal as submitted; or
 - Enter into negotiations with one or more respondents in an effort to reach a mutually satisfactory agreement that will be executed by both parties and will be based on this RFP, the proposal submitted by the selected respondent and the negotiations concerning these.
- B. Because the University may use the alternative described in above, each respondent should include in his or her written proposal all requirements, terms or conditions it may have, and should not assume an opportunity will exist to add such matters after the proposal has been submitted.
- C. The University reserves the right to award a contract not based solely on the firm with the lowest cost, but based on an offer which, in the sole opinion of the University best fulfills or exceeds the requirements of this RFP and is deemed to be in the best interest of the University.
- D. The contract, when duly executed, shall represent the entire agreement between the parties.
- E. The University expressly reserves the right to negotiate prior to an award, any contract that may result from this RFP.

2.8 Presentations

Potential firms may be asked to discuss their written responses to this document at a presentation at the Storrs campus on date(s) mutually agreed upon between the firm and the University. If a firm is requested to make a presentation, the firm will make the necessary arrangements and bear any costs associated with the demonstration. Presentations will be by scheduled appointment only by the Purchasing Department

2.9 Qualifications of Firm

- A. Proposals will be considered only from those firms or persons with a demonstrated and substantial history of experience in successfully providing the highest quality Office Supplies programs to institutions or firms whose requirements were similar in size and scope to those of the University. Preference will be given firms with such confirmed higher education experience.
- B. Prospective firms must be prepared to provide any evidence of experience, performance ability and/or financial surety the University deems necessary to fully establish the performance capabilities represented in their proposal.
- C. The University will reject the proposal of any firm and void any award resulting from this RFP to any firm who makes any material misrepresentation in their proposal.

2.10 Assignment

Any contract resulting from this RFP may not be assigned or transferred without the prior written consent of both parties.

2.11 Nonappropriation of Funds

Notwithstanding any other provision of this RFP 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 advance 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.

2.12 Indemnification

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

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

2.13 Contract Termination for Cause

- A. The University may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract.
 - The respondent shall have ten (10) days to reply to the Notice to Cure, indicate why the contract should not be terminated, and recommend remedies to be taken.
 - If the respondent and the University reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.
 - If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.
 - 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.
- B. The University shall be obligated only for those services rendered and accepted prior to the date of Notice of Termination.

2.14 Responsibility of Those Performing the Work

- A. The firm shall be responsible for the acts and omissions of all the firm's employees and all subcontractors, their agents and employees and all other persons performing any of the work under a contract with the vendor.
- B. The firm shall at all time enforce strict discipline and good order among the firm's employees and shall not employ any unfit person or anyone not skilled in the task assigned.

2.15 Payment Terms

Payment Terms shall be 2 %-15 days/Net 45 days after receipt of invoice unless otherwise stated on the Form of Proposal.

2.16 References

All proposals shall include the minimum of five (5) references, on the form furnished for that purpose, for contracts similar in size and scope to those of the University. At a minimum, the company or individuals name, telephone number, description of the contract, the contract sum, name and email address of the contact person assigned to the contract must be provided. Reference checks will be performed electronically: please notify your references of this future electronic transmission.

2.17 Promotion

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

2.18 Terms and Conditions

The terms and conditions should be reviewed very carefully to ensure full responsiveness to the RFP.

The anticipated Sample Standard Purchasing Agreement will be, in form and substance, consistent with applicable University policy and regulations and State of Connecticut statutes and regulations regarding the creation and execution of such Agreement. The failure of any respondent to receive or examine any contract, document, form, addendum or to visit the sites and acquaint itself with conditions there-existing, will not relieve it of any obligation with respect to its proposal or any executed contract. The submission of a proposal shall be conclusive evidence and understanding of the University's intent to incorporate such terms and conditions into the Agreement.

The University of Connecticut reserves the right to reject any proposal response that does not comply with the State's contractual requirements. Proposals are subject to rejection in whole or in part if they limit or modify any of the terms and conditions and/or specifications of this RFP.

2.19 Price Adjustment

Prices quoted shall remain firm during the initial term of the agreement. Thereafter, prices may be subject to revision, at yearly intervals. Price changes will be accepted subject to the following conditions only:

- The proposal should include suggested procedures for dialog and agreement regarding the review of requested price increases in other similar mutual circumstances. After the initial period, the prices quoted in response to this Request for Proposal 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.
- Price changes shall be submitted in writing thirty (30) calendar days prior to the date the increase rate is allowed to become effective, acceptance of which shall be subject to the University's receipt and approval of the written documentation requesting the changes. No retroactive increases will be allowed. Price escalation is permitted only once per term.

- Price changes approved by the University shall then remain firm for the term of each successive extension.
- The prices quoted for each yearly period shall be firm except that the University shall receive any reduction in prices that may occur during the contract period. The reduced prices shall apply on all shipments made on or after the date the reduced prices become effective.

2.20 Extension of Contract

By mutual written agreement between the parties, this contract may be extended for four (4) additional one (1) year periods or parts thereof. Said options will be exercised only upon the satisfactory performance of the respondent as determined by the University and upon the written mutual consent of both parties to any contract resulting from this proposal. Such intent to renew shall be conveyed to the respondent in writing sixty (60) days prior to the effective date.

2.21 Taxes

The University of Connecticut is exempt from Federal Excise taxes, and from State and local sales and use taxes. Tax exemption certificates can be furnished to the awarded vendor(s) upon request.

2.22 Federal, State and Local Taxes, Licenses and Permits

The successful respondent(s) will comply with all laws and regulations on taxes, licenses and permits.

2.23 Waiver of Rights

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

2.24 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 a part of this agreement or shall be used in the interpretation or construction of this agreement.

2.25 Choice of Law and Venue

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

2.26 Executive Order No. 3

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

2.27 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.

2.28 Executive Order No. 16

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

- (a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b):
- (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury.
- (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site.
- (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules.
- (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

2.29 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 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.

2.30 Mandatory Affidavits:

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

In addition, Section 51 of Public Act 05-287 requires that state agencies obtain Consulting Affidavits from contractors with whom the agencies contract for the purchase of goods or services, which contract has a total value of \$50,000 or more in any

calendar or fiscal year. Section 37 of Public Act 05-287 also requires that for Large State Construction or Procurement Contracts state agencies provide contractors with a summary of state ethics laws developed by the State Ethics Commission. Such contractor must provide affirmations regarding the receipt and compliance of said summary for itself and its subcontractors and consultants.

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

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

- **“Gift Certification” – Form 1**
- **“Campaign Contribution Certification” – Form 2**
- **“Consulting Agreement Affidavit” – Form 5**
- **“Affirmation of Receipt of Summary of State Ethics Laws” – Form 6A**

2.31 Audits

The University retains the right to perform or have performed any audits it reasonably desires. The successful firm shall provide at a minimum all necessary staff for one such audit per year. The successful firm will maintain a duplicate copy of books and records of sale, which are subject to inspection by University Auditors upon request.

2.32 Ethical Considerations

The proposing vendor must certify that no elected or appointed official or employee 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.

2.33 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.

2.34 Campaign Contribution Restrictions:

This section (the “CCR Section”) is included here pursuant to Conn. Gen. Stat. § 9-333n and, without limiting its applicability, is made applicable to State Contracts, bid solicitations, request for proposals and prequalification certificates, as the context requires. This CCR Section, without limiting its applicability, is also made applicable to State Agencies, Quasi-public Agencies, the General Assembly, State Contractors, Prospective State Contractors and the holders of valid prequalification certificates, as the context so requires.

(a) For purposes of this CCR Section only:

(1) "Quasi-public Agency" means the Connecticut Development Authority, Connecticut Innovations, Incorporated, Connecticut Health and Educational Facilities Authority, Connecticut Higher Education Supplemental Loan Authority, Connecticut Housing Finance Authority, Connecticut Housing Authority, Connecticut Resources Recovery Authority, Connecticut Hazardous Waste Management Service, Capital City Economic Development Authority, Connecticut Lottery Corporation, or as this definition may otherwise be modified by Title 1, Chapter 12 of the Connecticut General Statutes concerning quasi-public agencies.

(2) "State Agency" means any office, department, board, council, commission, institution or other agency in the executive, legislative or judicial branch of State government, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(3) "State Contract" means an agreement or contract with the State or any State Agency or any Quasi-public Agency, 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 fiscal year, for (A) the rendition of personal services, (B) the furnishing of any material, supplies or equipment, (C) the construction, alteration or repair of any public building or public work, (D) the acquisition, sale or lease of any land or building, (E) a licensing arrangement, or (F) a grant, loan or loan guarantee, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(4) "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 the termination of said contract. "State contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(5) "Prospective State Contractor" means a person, business entity or nonprofit organization that (A) submits a bid in response to a bid 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 State Contract has been entered into, or (B) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under Section 4a-100 of the Connecticut General Statutes. "Prospective State Contractor" does not include a municipality or any other political subdivision of the State or an employee in the executive, legislative or judicial 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. Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing may modify this definition, which modification shall control.

(6) "Principal of a State Contractor or Prospective State Contractor" (collectively referred to in this CCR Section as "Principal") means (A) an individual who is a member of the board of directors of, or has an ownership interest in, a State Contractor or Prospective State Contractor, which is a business entity, except for an individual who (i) owns less than five per cent of the shares of any such State Contractor or Prospective State Contractor that is a publicly traded corporation, or (ii) is a member of the board of directors of a nonprofit organization qualified under Section 501(c)(3) of the Internal Revenue Code of 1986, or any subsequent corresponding internal revenue code of the United States, as from time to time amended, (B) an individual who is employed by a State Contractor or Prospective State Contractor, which is a business entity, as president, treasurer or executive or senior vice president, (C) an individual who is the chief executive officer of a State Contractor or Prospective State Contractor, which is not a business entity, (D) an employee of any State Contractor or Prospective State Contractor who has managerial or discretionary responsibilities with respect to a State Contract, (E) the spouse or a dependent child of an individual described in this subparagraph, or (F) a political committee established by or on behalf of an individual described in this subparagraph, or as this definition may otherwise be modified by Title 9, Chapter 150 of the Connecticut General Statutes concerning campaign financing.

(b) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from a State Agency in the executive branch or a Quasi-public Agency, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) 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, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(c) On and after December 31, 2006, no State Contractor, Prospective State Contractor or Principal, with regard to a State Contract, bid solicitation or request for proposals with or from the General Assembly, and no Principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (1) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (2) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (3) a party committee.

(d) On and after December 31, 2006, if a State Contractor or a Principal of a State Contractor makes or solicits a contribution prohibited under this CCR Section, the contracting State Agency or Quasi-public Agency may, in the case of a State Contract executed on or after December 31, 2006, void the existing contract with said contractor, and no State Agency or Quasi-

public Agency shall award the State Contractor a State Contract or an extension or an amendment to a State Contract for one year after the election for which such contribution is made or solicited.

(e) On and after December 31, 2006, if a Prospective State Contractor or a Principal of a Prospective State Contractor makes or solicits a contribution prohibited under this CCR Section, no State Agency or Quasi-public Agency shall award the Prospective State Contractor the contract described in the bid solicitation or request for proposals, or any other State Contract for one year after the election for which such contribution is made or solicited.

(f) On and after December 31, 2006, the chief executive officer of each Prospective State Contractor, or if a Prospective State Contractor has no such officer then the officer who duly possesses and exercises comparable powers and duties, shall: (1) inform each individual described in subsection (a)(6) of this CCR Section with regard to said Prospective State Contractor concerning the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), (2) submit a sworn affidavit under penalty of false statement that no such individual will make or solicit a contribution in violation of the provisions of subsection (b) or (c) of this CCR Section, whichever is applicable, and this subsection (f), and (3) acknowledge in writing that if any such contribution is made or solicited, the Prospective State Contractor shall be disqualified from being awarded the contract described in the bid solicitation or request for proposals or being awarded any other State Contract for one year after the election for which such contribution is made or solicited. Such officer shall attach the affidavit and the acknowledgement to their bid, proposal or application for prequalification, as applicable.

SECTION 3 SPECIFICATIONS

3.1 Scope

3.1.1 The University's awarded office supply dealer will serve all using University of Connecticut departments with over 600 delivery points located statewide. Services shall include, but not be limited to, the warehousing and distribution of supplies, filling of orders received by mail, facsimile, EDI, or Internet, fielding all inquiries, tracking all orders, resolving all disputes, providing reports as required, and submission of invoices. The successful vendor will provide, in unlimited quantities, at no additional costs to the University, one general full line wholesalers catalog, and/or one general dealers catalog, one pre-numbered, pre-printed 2 part requisition form for general distribution throughout the university system, an electronic ordering system with microsite as described elsewhere in this document.

3.2 Warehousing of Office Supplies

3.2.1 Vendor must have and maintain an adequate inventory in a vendor-operated warehouse(s) to provide performance of all items covered by the contract. The University reserves the right to inspect the vendor's warehouse(s), prior to an award being made, to determine if vendor has appropriate inventory and such resources as necessary or appropriate, determined by commercially reasonable standards in the industry, to meet all of the vendor's duties and obligations as set forth in this RFP.

3.3 Ordering and Distribution of Office Supplies

3.3.1 All orders (Storrs locations and all branch/extension locations) shall be accepted by the vendor between the hours of 8:00 a.m. and 5:00 p.m. EST, Monday through Friday, except legal holidays. All orders processed via manual requisition, telephone, facsimile, EDI, or via an internet based ordering system must be delivered to the specified destination within 24 hours "next business day" after receipt of order with a minimum 98% fill rate, **except for special orders, backorders, and same-day deliveries.** University orders will be maintained by individual release numbers, either University assigned or assigned by the vendors system when ordering via the internet. These numbers will verify the order's authenticity and that the items are being purchased consistent with the University's procurement policies.

3.3.1.1 Please detail in your response how order placement continuity will be maintained when/should vendor's key personnel are on vacations or holidays, or when illness or emergency strikes.

3.3.1.2 Centralized Receiving: All Storrs campus deliveries will be made to the University of Connecticut Central Stores receiving area located at 3 North Hillside Road, Storrs, CT 06269-6114 for campus distribution by University personnel. Bidders must offer a delivery rebate proposal with their response. Daily deliveries to the University Central Stores receiving area will only be allowed between 7:00 a.m. and 8:00 a.m. Vendor's driver must unload skid(s) onto loading dock. Cartons on skids must be stacked reasonably high and skids must be shrink-wrapped properly to the satisfaction of the University, or order may be refused by dock manager.

Successful vendor shall rebate the University monthly for delivery services, using a check made payable to The University of Connecticut.

3.3.1.3 Deliveries to all branch and extension offices throughout the State will be made to their respective receiving areas at pre-arranged times to be determined between the branch contact and the successful vendor. Deliveries is defined as the designated delivery location within the ordering entity's building, which may be a particular floor, room, etc.

3.3.1.4 All orders shall be FOB destination, freight included. There shall be no additional pallet charges, no additional charge for inside deliveries and no fuel surcharges. Each order must be individually wrapped, packed and labeled with the department name and unit number, building name (with a zone designation), street address and room number, an attention name and order release number (original requisition number). Each package must contain a copy of the packing slip with the complete order and product information. Daily manifest and actual carton count must match. Successful bidder shall be able to provide daily manifest in electronic format at least one (1) hour in advance of delivery.

3.3.1.5 Acceptance of the total delivery by signature based on total package count and manifest does not represent transfer of responsibility to the University for the contents of each package. In the event of

shortage, overage or damage within the package, the vendor will accept University documentation for resolution.

3.3.1.6 The vendor shall resolve all order and invoice discrepancies (e.g. shortage, overage, damage, etc.) within five (5) business days after written notification or, if because of their nature, the discrepancies cannot be resolved within that time frame, the vendor shall take all of the steps the University Purchasing department deems necessary.

3.3.1.7 Warranty – The manufacturer’s standard warranty shall apply. Vendor guarantees items offered to be free from any and all defects in material, packaging and workmanship and agrees to replace defective items promptly and at no charge to the University.

3.4 Product Returns

3.4.1 Describe in detail your company’s return policy with any appropriate copies of required documents (e.g. return for credit forms). The University desires the most streamlined process possible.

3.4.1.1 Products returned because shipped in error, quality issues, duplicated shipments, outdated products, etc., shall be picked up by the vendor within five (5) business days after notification, **with no restocking fee**, and shall be replaced with specified products, or the University shall be credited for the full purchase price in same or next billing cycle.

3.4.1.2 Products ordered in error by the University may be returned for credit **without penalty** (restocking fee) when returned within thirty (30) days of receipt, unused). It is understood by the University that products must be in resalable condition (original container, unused).

3.5 Invoicing

Successful vendor must be able to provide customized to the University’s satisfaction efficient summarized billing reporting as follows:

3.5.1 Billing via FRS

- Vendor provides their on-site customer service representative with an ASCII file (“flat file”) of weekly billing for University purchases and credits made via FRS. That includes departments who order via requisition, and online via FRS.
- On-site representative checks the billing for errors and omissions, makes necessary corrections, and forwards the report to the University.
- The University sends the weekly billing files electronically to accounting, and departments are billed via FRS.

3.5.2 Billing via Procard

- Orders placed online via Procard are billed directly to the holder of the card, just like other Procard transactions. It is the responsibility of the card holder to reconcile the monthly statement and reallocate the funds to the proper FRS accounts.

3.5.3 How UCONN is billed/payment of monthly office supply invoice

- Vendor mails to the University the monthly summary bill (hard copy) of all University purchases made via FRS (requisition and online purchases).
- University verifies that the monthly bill equals the total amount of the weekly billing ASCII files which departments were already billed for via FRS. If there is a discrepancy, university works with the on-site representative to reconcile it.

3.5.4 Successful vendor must be able to accept payment by:

- Conventional check
- Procurement card (credit card numbers must be SSL-encrypted, should be able to provide Level III data and capable of providing credit-card aliases)
- ACH (Automatic Clearing House) a.k.a. Direct Deposit

3.5.5 Each bidder must provide samples of a master monthly bill summary and other pertinent documents developed for another account similar in size and scope to the University with its proposal.

3.6 E Commerce (Electronic Commerce)

3.6.1 As described in Section 1.6, the University currently runs a dual system with approximately 80% of its ordering volume being placed via the incumbent vendor's Internet-based electronic ordering system. The University anticipates it will continue indefinitely with a dual system, as there are no current plans to mandate the use of e-commerce for all office supplies. Likewise, the University is not ready for integration of its enterprise system with any e-commerce solution. For your firm's online ordering system to be considered, it must contain at a minimum the following features:

- Easy to use
- Streamlined
- Intuitive
- Fewer screens
- Fewer clicks
- Personalized greetings
- Shipping and billing functions displayed
- Shopping cart ordering methodology – lists items you plan to buy, with running total
- Item comments – ability of add comments to items in your shopping cart at any time
- Ability to replace vendor logo with customer logo
- Product Icons – minority, woman owned, physically challenged, recycled, contracted and on sale
- Oversight options
- Order approval
- Dollar limits
- Restriction options
- Enhanced advance search capabilities
- Can designate the number of search results wanted
- Customer Care section
- Live On Line Assistance within 5 minutes via email or telephone
- Guest site link available
- Refill finder (printers, fax machines, ribbons)
- Time and date stamp received when order is complete
- Live pricing
- Cost center routing preferences
- Live inventory
- Personal shopping lists with user defined categories (saved lists)
- Online customer service forms – product inquiry, trace merchandise and return items
- Multi-supplier functionality
- Customize with customer lingo
- Promotions and smart buys
- Fax or e-mail confirmation of order
- Print preview of order
- Message board
- Approval screens
- Order history and tracking (minimum 6 months) on-line
- User account information
- Login with username and password
- No less than 20,000 catalog items available for viewing with full product descriptions and images
- Individual orderer detail & reporting

3.7 Micro site

3.7.1 Upon award of the contract, a micro site shall be developed and maintained exclusively for the University by the successful vendor at **no cost** to the University. At a minimum, the micro site shall consist of four (4) sections:

- Procedures
- Contacts
- News
- Access to vendor's electronic catalog/ordering

At a minimum, the micro site must feature:

- Customization (branding) with the marks of the University
- A minimum of two (2) custom "links"

3.8 Annual Product Show

3.8.1 Host at least one (1) annual office products show with a minimum of twelve (12) manufacturer's reps. Show must be no less than four (4) hours in length. Booth coverage must extend through the lunch hour. All costs associated with show including but not limited to room rental, tables/chairs/booths, audio visual, parking passes, food and beverages and signage must be borne by vendor. All reservations and coordination efforts with the rental facility are the responsibility of the dealer. Additional breakout rooms/spaces for special presentations and/or training are welcome. The University will make an effort to , but is not obligated to, engage other contracted vendors with complementary products to enhance the show and help defray the costs. Shows historically draw approximately 250 attendees and food costs (provided by UCONN Dining Services) range approximately \$3000.00.

3.9 Catalogs

3.9.1 The University reserves the right to select either a wholesalers catalog, a dealer's in-stock catalog, or a combination of the two (2) types of catalogs whichever is in the best interest of the University.

3.9.2 **Wholesalers Catalog.** The successful vendor must be able to provide annual catalogs to the University in a timely manner. Catalogs received after February 1st shall be considered delinquent. Availability of an electronic catalog in no way relieves the vendor from the responsibility of providing manual catalogs. The University expects the successful vendor to be able to customize the annual wholesalers catalog with features such as the marks of the University applied to the front cover and spine, and pages of ordering instructions, sample forms and contract items with full descriptions, photos and pricing "tipped in" or bound in. The University annually distributes approximately 500 catalogs.

- **Wholesalers catalog shall contain no less than 28,000 items**

3.9.3 **Dealers Catalog.** If the University should accept the vendor's in-stock catalog in lieu of a wholesalers catalog, the successful vendor must be able to provide annual catalogs to the University in a timely manner. Catalogs received after February 1st shall be considered delinquent. Availability of an electronic catalog in no way relieves the vendor from the responsibility of providing manual catalogs. The University expects the successful vendor to be able to customize the annual vendor's in-stock catalog with features such as the marks of the University on the front cover and spine, and pages of ordering instructions, sample forms and contract items with full descriptions, photos and pricing "tipped in" or bound in. The University annually distributes approximately 500 catalogs.

- **Dealers catalog shall contain no less than 12,000 items**

3.9.4 **Calendar Catalog.** The University requires an annual distribution of approximately 350 catalogs featuring calendar selections, with a heavy emphasis on academic calendars. Distribution of said catalog shall take place no later than August 30th of each contract year. A brochure shall not be substituted for a catalog. Availability of an electronic catalog in no way relieves the dealer from the responsibility of providing manual catalogs. University discounted prices must be supplied in the catalog.

3.9.5 **Custom Catalog.** The University will **not** require a separate custom instructional catalog for distribution, but rather will "tip-in" the information to the catalog as mentioned above in Section #2 and 3.

3.10 Requisition Form

3.10.1 The successful vendor will be required to provide an unlimited supply of pre-printed, pre-numbered, two-part, customized to the University's satisfaction, 8-1/2 x 11" order forms (requisition forms) within thirty (30) days after the contract award to be used by those departments either without the capability of on-line ordering, or who do not desire to order on-line. The successful vendor shall stock the forms in their warehouse and release as individual orders as a contract item. The successful vendor will be responsible for any expenses related to the production of, distribution of, storage of and reprinting of (annually as required) said requisition form.

3.11 Management Reports

3.11.1 As required by the University of Connecticut Purchasing Department, the successful dealer shall be required to submit activity reports on a monthly, quarterly, or bi-annual basis. The reports shall be provided in either electronic format or computer generated spreadsheets, and shall provide, at a minimum the following information:

- sales by account number,
- within each account, sales shall be broken out by market basket items (also named contract items) and discount from list items,
- reports shall list each order or release number, item sold, including manufacturer and stock number, description, unit of measure, unit price and quarterly monthly and year to date,
- summary of monthly and year to date sales for each account number,
- summary of monthly and year to date sales for the total University,
- summary of annual sales data by all participating CCPG members.

3.11.2 Vendor Performance Report: Please detail in your response how your firm rates and reports its performance, as well as, the performance of those employees assigned to the University account.

3.11.3 Quarterly/Annual Reviews: The University would expect the successful vendor to conduct formal, quarterly and annual business reviews with University of Connecticut purchasing management. Please detail in your response how these reviews are structured, who attends and conducts the presentation and what performance measures are discussed.

3.11.4 Office Products User Council: Please detail in your response how your firm will assess and report its performance amongst the University's over 600 requisitioning locations; how often will you do this, what criteria are evaluated and how fast do you implement change or corrections?

3.12 Customer Service

3.12.1 Sales Representation: 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. Any vendor awarded a contract will maintain service levels, which are deemed necessary by the University to satisfactorily service the account. At a minimum, this shall include:

- assigned account manager to oversee the program shall be on campus weekly, or as needed, to meet with university buyer, on-site customer service representative and university requisitioners, in addition to, being responsible for the establishment of a users council, coordinator of the annual office supply products show, and official training coordinator,
- office supply dealer's on-site customer service representative shall work on campus daily (20 hours part-time, Monday through Friday) for daily order entry and daily customer service within the confines of the University's Central Stores department, until such a time said services are no longer necessary due to the expansion of the Internet ordering program,
- all necessary computer equipment and current technology for on-site customer service representative to place orders electronically daily for the next day delivery,
 - the University shall supply a complete furniture workstation, telephone equipment and three (3) telephone lines within the confines of the Purchasing department at no cost to the vendor,

- vendor shall pay monthly charges for on-site customer service representative's personal phone calls and all non-University related long-distance calls.

3.12.2 Duties of on-site customer service representative: Daily duties of the vendor's on-site customer service representative shall include, but not be limited to:

Daily Tasks:

- Daily order entry of orders sent to Purchasing, whether by fax or u-mail. Orders can be either regular orders for entry or orders that have restricted items on them that can't be ordered online, research is performed, approval given by purchasing, orders are then placed.
- Answer and return phone calls and emails from customers on such topics as:
 - Product features
 - Prices
 - Stock Levels
 - Shipping and Delivery questions
 - Returns/credits
 - Internet information and promotion
 - Tracing missing items
- Process paperwork for items sent to Central Stores Warehouse for return to office supply vendor. Credit card orders need only a packing slip with an ATR; FRS (the Universities financial record keeping system using account codes and subcodes) orders should be accompanied by both a packing slip and a BO-800 (the university's form for vendor returns and credits).

Weekly Tasks:

- Production of weekly flat file report containing information regarding the prior week's FRS based transactions, covering both those orders that have been entered and those that end users have entered online. The report is used by the warehouse to bill their internal customers for items purchased the week before. This allows dollars to be taken from one account and transferred over to the warehouse account. Each transaction line on the flat file must contain:
 - date,
 - invoice number
 - release number
 - account number & subcode to charge or credit and its description
 - purchase amount.
- In some cases, release numbers or account code/subcode descriptions are missing. This can happen if an account code/subcode number used on the order has not yet been hard coded into the mainframe system of the office supply vendor. Since UCONN utilizes a large pool of account codes and subcodes, that are constantly changing, it is common that a user will use an account code and subcode number not already posted in the office supply vendor's internal system. It is the on-site vendor representative's task to fill in the missing information and then follow-up with any necessary action to update our system with the new information. A completed report is then sent to Central Stores Warehouse.

Monthly Tasks:

- Each month Central Stores staff compares the cumulative flat files for the month with the summary bill when it arrives. The flat files and the summary bill must match. In the occasional instance when it does not, the on-site vendor representative has been asked to help discover why and make corrections as needed.
- Two copies of the summary bill are sent to UCONN. One copy is retained in Central Stores the other is taken to AP.

- On a monthly basis, any rebates offered to UCONN by the office supply vendor must be researched and calculated by the on-site vendor representative. i.e. Rebates such as delivery rebates, are paid directly to Central Stores.
- Each month, research is performed by the on site customer service representative to ensure the delivery rebate is complete and accurate.

Annual Tasks:

- **Product Show**
The annual product show is collaborative event organized by the Office Supply Vendor and the UCONN Purchasing Department. Related responsibilities include, but are not limited to:
 - Designed and issued invitations to vendors
 - Organized menu choices and catering arrangements
 - Initiated contact for space rental, floor plan and set up
 - Provided creative themes for the show
 - Is a liaison between and among representatives from vendor, the University, and the various vendors both incumbent and the other vendors contracting with UCONN for related products and thus included in the show
 - Address all additional details connected with this annual event as they occur
- **Catalog insert and Order form revisions**
The University currently uses the office supply vendor's maxi catalog, with a custom cover and insert. Annually the on-site customer service representative updates and revises a custom catalog insert. Catalogs are typically in stock and ready to ship in the first week of January. Related responsibilities include, but are not limited to:
 - Selecting covers
 - Revising the order form
 - Organizing feed back from users on ways to improve the insert
 - Proofing the copy when the initial draft is ready
 - Working with the Purchasing Assistant Director to insure correct information for University end users is correct
 - Meeting the "go to print" deadlines
 - Ensuring accreted inventory is on hand

The insert always includes a copy of the order form that will be used for non-Internet orders in the upcoming year. The process that determines what items will be included on the form involves acquiring and analyzing a list of thousands of items the University has ordered in the prior year, determining what items should be on the list and what needs to be taken off the list and offering UCONN less expensive product alternatives.

- **Restrictions list**
An annual review of all items in the up coming catalog to determine what items needs to be restricted. The list is produced and information is provided to UCONN purchasing department for approval.

Recurring/As Needed tasks:

- **Tending message board and microsite**
Keeping messages and information current and correct on both the Internet ordering system and UCONN's microsite are essential for success. Both are avenues for the users to gain valuable information about the UCONN/office supply vendor relationship and additional information to provide them the necessary tools to be place orders and ask questions.
- **Promoting Internet Use and Training Internet users**
Training is conducted mainly one-on-one or in very small groups at end user's office. In the past the University's Computer Center or the Purchasing departments training rooms were utilized but due to schedules they are no longer available. As an additional service to the University, the on-site customer

service representative will travel to non-Storrs locations as to make training available to all users.

The one-on-one training allows the on-site customer service representative the opportunity to see how people are working in their offices and to provide suggestions for products that will help them run their offices more smoothly and efficiently.

- **“Other” tasks performed by the office supply on-site customer service representative**
 - Furniture and associated assembly and shipping
 - Technology items
 - Special orders
 - Attending bid openings on occasion.

3.12.3 Rights of the University: The University reserves the right to:

- terminate the contract for non-performance, if firm or vendor’s employees fail to maintain satisfactory service levels,
- have final sign-off approval on any existing employee, or new hire to be assigned to the University account by the vendor,
- act in capacity of immediate supervisor to on-site customer service representative while employee is engaged in university business,
 - the university shall be supplied in writing with a mutually agreeable permanent work schedule for on-site customer service representative,
 - the university shall be notified in writing with as much advance notice as possible of vacations and holidays,
 - the university purchasing department must be notified by telephone, prior to the start of the work shift, of illness or absence.

3.13 Prices

For evaluation purposes, the price components of this RFP shall consist of:

3.13.1 Part A (Fixed Prices): Prices offered on a “market basket” or representative list of the most frequently ordered office products by the University (see Section 6). The University shall be given the benefit of any list price reductions on their effective dates. Pricing offered in Part A shall remain fixed for an eighteen (18) month period, effective July 1, 2007 through December 31, 2008. **After the initial eighteen (18) month period,** price adjustments will be allowed annually with a thirty (30) day written notification prior to implementation.

3.13.2 Part B (Discount from List): Please note: COST PLUS proposals will **NOT** be considered. Discount from List indicates a single discount to be taken off the list prices in the general catalog(s) and electronic catalog offered by your firm in response to this RFP. This discount shall remain fixed for the entire term of the contract and all its extensions, unless negotiated as stated in Section 2.19. This single discount will be used to determine the University’s price for any item in the catalog(s) with the exception of those contract items in PART A and blocked commodities as follows:

- | | |
|--|---|
| • Furniture | • Monitors |
| • Office equipment | • Servers |
| • Appliances | • Power sources |
| • Audio/visual equipment | • Food |
| • Batteries | • Waste containers |
| • Cameras and film | • Custom stamps |
| • First Aid | • Leather goods (luggage, computer totes) |
| • Maintenance supplies | • Heaters |
| • Paper | • Air cleaners |
| • Janitorial supplies | • Fans |
| • Toner cartridges/new or remanufactured | • Printers |
| | • Telephone |

3.13.3 Please Note: Cost Plus proposals will **NOT** be considered.

3.14 Procurement Card

3.14.1 The University of Connecticut uses a Master Card purchasing card, issued by JP Morgan Chase. This card acts as a procurement tool offering an alternative to the existing University procurement process. It provides an extremely efficient and effective method of purchasing and paying for goods and services with a value less than \$1000.00. This purchasing card is designed to be used for purchases related to University business only. **Use of the card for personal purchases is strictly prohibited.** The University's purchasing card may be used by those departments desirous of on-line ordering of office supplies. Vendor shall be responsible for credit card user-handling fees. Vendor shall only charge to the University's Master Card upon delivery or shipment of the goods. **Successful vendor must be able to provide Level III data reporting.**

SECTION 4 EVALUATION CRITERIA

4.1 RFP Evaluation Criteria:

4.1.1 The award of an Office Supplies agreement will be based upon a comprehensive review, analysis and negotiation of the proposal, which best meets the needs of the University. The contract award will be based on a points-earned matrix derived from a technical and financial evaluation.

The award shall be made to the most responsive bidder offering the best value and with the highest total matrix scores as determined by the University. All vendors submitting proposals concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

All proposals will be evaluated by a committee, which will use the specific evaluation criteria listed below. The importance given to each element is represented proportionately by the respective weight assignments. Proposals will be evaluated as to the vendor's response to the following criteria:

4.1.1.1 Contract Pricing

Maximum Points Available: 25

4.1.1.2 Service

Maximum Points Available: 25

4.1.1.3 Technology and Website

Maximum Points Available: 20

4.1.1.4 Invoicing and Reports/Reporting

Maximum Points Available: 20

4.1.1.5 References

Maximum Points Available: 10

Total Maximum Points Available: 100

SECTION 5

**FORM OF PROPOSAL
RFP # KJ031607-5
OFFICE SUPPLIES**

Date: April 19, 2007

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

5.1 The undersigned respondent, in response to our Request for Proposal for an Office Supplies contract, having examined the bid documents and being familiar with the conditions surrounding the proposed project, hereby proposes to provide such goods and services meeting the requirements outlined in this Request for Proposal, in accordance with the proposal attached hereto.

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

_____, _____, _____, _____, _____.

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

5.4 Bidder agrees that this offer shall be good and may not be withdrawn for a period of one-hundred and twenty (120) days after the public opening.

5.5 Bidder hereby certifies (a) that this bid is genuine and is not made in the interest of or on behalf of any undisclosed person, firm or corporation; (b) that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid; (c) that the bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and (d) that the bidder has not sought by collusion to obtain any advantage over any other bidder or over the University.

5.6 Bidder agrees that the response to this proposal is a legal and binding offer and the authority to make the offer is vested in the signer. Minor differences and informalities will be resolved by negotiation prior to acceptance of the offer.

5.7 Grand Total of Section 6, Market Basket Schedule of Prices \$ _____

5.8 Discount from List, Wholesaler's Catalog _____%

5.9 Discount from List, Dealer's Catalog _____%

5.10 Delivery Rebate _____%

5.11 Payment Terms: _____

5.12 References: Proposals should include five (5) institutions, of similar or the same size, where your organization is currently providing Office Supply Services of the type you are proposing for the University of Connecticut. A minimum of two (2) shall be colleges or universities. Please include name, e-mail address and telephone number of a contact person at each institution. **Reference checks will be performed electronically: please be sure the e-mail address provided is current and the reference has been notified of this forthcoming electronic transmission.**

Reference #1

 Company

 Contact Telephone No.

 Title Email

Reference #2

 Company

 Contact Telephone No.

 Title Email

Reference #3

 Company

 Contact Telephone No.

 Title Email

Reference #4

 Company

 Contact Telephone No.

 Title Email

Reference #5

 Company

 Contact Telephone No.

 Title Email

5.13 Guaranteed Next Day Minimum Fill Rate _____ %

5.14 Wholesaler's Catalog included with this reply? _____

5.15 Wholesaler's Catalog Number of Items # _____

5.16 Dealer's Catalog included with this reply? _____

5.17 Dealer's Catalog Number of Items # _____

- 5.18 Electronic Catalog Number of Items # _____
- 5.19 Sample requisition form included with this reply? _____
- 5.20 Daily electronic manifest available? _____
- 5.21 Have you detailed in depth your e-commerce solution for the University? Indicate the section and page(s) it is found. _____
- 5.22 Provide a web address to pre-view your site (if available) _____
- 5.23 Will your firm develop and maintain a Micro site for the University? _____
- 5.24 Provide a web address to pre-view an existing Micro site for a comparable institution. _____
- 5.25 Provide by attachment to your response a complete implementation plan from date of award to first day of business. Indicate total # weeks required _____
- 5.26 Will you provide a part-time employee to the University? # Days, Hours? _____
- 5.27 How long has your firm been in business? _____
- 5.28 What year did your firm launch it's website? _____
- 5.29 What was your firm's annual sales volume in 2006? \$ _____
- 5.30 What % of your firm's sales volume is generated via your website? _____ %
- 5.31 How many customers does this % represent? _____
- 5.32 **VALUE ADDED:** Although the University has provided a detailed project overview and specifications for offerors to meet in order to be selected for the contract for office supplies, it is not intended to limit offeror's innovations or creativity in preparing a proposal to accomplish these goals. Innovative ideas, new concepts and partnership arrangements other than those presented in this Request for Proposal shall be considered. For example, these might include unique business features, special services, discounts or terms and conditions specific to each offeror. If possible, attach a dollar value to each offering.

FIRM: _____

BY: _____

ADDRESS: _____

TITLE: _____

DATE: _____

PHONE #: _____

FAX #: _____

F.E.I.N. #: _____

SECTION 6: MARKET BASKET SCHEDULES OF PRICES

- 6.1 Pricing:** Attached is a listing of the one-hundred (100) most commonly used office supply items currently being purchased at the University. Please provide your lowest price per indicated unit of measure on a % discount from list. **PLEASE USE OUR FORMS ONLY.**
- 6.2** Prices must be fixed for the initial eighteen-month term, including freight and delivery.
- 6.3** For each item, we have included an item description, size, unit of measure, and case pack
- 6.4** Products may be ordered in “each” quantities. In some instances “each” may mean less than a box quantity, i.e., six (6) ball point pens; five (5) pads, etc.
- 6.5** For the purpose of insuring a level playing field for analysis of the RFP’s and to establish a consistent level of product quality, bidders must submit price quotes on the product as specified. NO SUBSTITUTIONS of brand or model will be allowed. Where the product specified is labeled as “Generic”, bidders are allowed to offer their own private labeled product, or a comparable brand name product. Indicate product # and manufacturer of your generics.
- 6.6 Any bidder who fails to calculate their extension prices and provide a grand total extension will be considered non-compliant, and their proposal in total will be rejected.**

	Product #	Item Description	Vendor	U/M	2006 Volume	Unit Price	Extension
1	N280001	MARKER, DRYERASE, CHSL, BK	SANFRD	EA	3949	\$	\$
2	L2CV11-10-WE	BINDER, VIEW, 1-CAP, WE	AVERYD	EA	3348	\$	\$
3	A8OM97814	TAPE, INVISIBLE, 3/4X1296	GENERIC	RL	3256	\$	\$
4	H499911	CLIP, PAPER, #1REG, 100/BX	OFFMAT	BX	2625	\$	\$
5	P285985	ENVELOPE, PADDED, 9.5X14.5	SEALED	EA	2606	\$	\$
6	N280003	MARKER, DRYERASE, CHSL, BE	SANFRD	EA	2105	\$	\$
7	H472020	CLIP, BINDER, SMALL, 12/BX	ACCO	BX	2009	\$	\$
8	F1S24E	FILE POCKET, LTR, STR, BULK	ESSELT	EA	1961	\$	\$
9	P286006	ENV, SELFSL, 10.5X16	SEALDA	EA	1778	\$	\$
10	H472050	CLIP, BINDER, MED, 12/BX	ACCO	DZ	1621	\$	\$
11	L2CV11-15-WE	BINDER, VIEW, 1.5-CAP, WE	AVERYD	EA	1594	\$	\$
12	N280004	MARKER, DRYERASE, CHSL, GN	SANFRD	EA	1537	\$	\$
13	N512132	PENCIL, #2, UNSHARPENED	FABERC	DZ	1521	\$	\$
14	N280002	MARKER, DRYERASE, CHSL, RD	SANFRD	EA	1494	\$	\$
15	F17521/3	FOLDER, LTR, 1/3, MLA, 100BX	ESSELT	BX	1450	\$	\$
16	H499914	CLIP, PPR, JUMBO, 100/BX	OFFMAT	BX	1400	\$	\$
17	L279199	BINDER, EZD, VIEW, WE, 1	AVERYD	EA	1376	\$	\$
18	N284201	PEN, PORS, MED, RD, FLAIR	GILLET	EA	1246	\$	\$
19	P285949	ENVELOPE, PADDED, 8.5X12	SEALED	EA	1224	\$	\$
20	N283001	MARKER, EXPO, CHISEL, BK	SANFRD	EA	1192	\$	\$
21	N284301	PEN, PORS, MED, BK, FLAIR	GILLET	EA	1174	\$	\$
22	A83750-2-CR	TAPE, SEALING, CR, 48MMX50M	3M	RL	1122	\$	\$
23	H4OM97423	CLIP, BINDER, MINI 12/BX	GENERIC	BX	1114	\$	\$
24	N133111	PEN, BALL, BE, M, PMOP	GILLET	DZ	1114	\$	\$
25	N283003	MARKER, EXPO, CHISEL, BE	SANFRD	EA	1112	\$	\$
26	N284101	PEN, PORS, MED, BE, FLAIR	GILLET	EA	1097	\$	\$
27	A1OM97374	GLUESTICK, .28OZ, PERM, CR	GENERIC	EA	1094	\$	\$
28	A2654-YW	PAD, NOTE, YW, 3X3	3M	PD	1033	\$	\$
29	P286027	ENVELOPE, PADDED, 12.5X19	SEALDA	EA	1016	\$	\$
30	N281505	ERASER, WHITE BOARD	SANFRD	EA	996	\$	\$
31	N250-1402	CHALK, CRAYOLA, WE, 12/BX	BINNEY	BX	986	\$	\$
32	L2CV11-20-WE	BINDER, VIEW, 2-CAP, WE	AVERYD	EA	962	\$	\$
33	P3OM97333	BOOK, STENO, 6X9, GRG, RECYL	GENERIC	EA	960	\$	\$
34	P3OM97319	PAD, LGL, RLD, WE, 8.5X113/4	GENERIC	DZ	855	\$	\$
35	N131021	PEN, RLRBLL, GELINK, FPT, BE	PILOT	EA	798	\$	\$
36	P286048	ENVELOPE, PADDED, 14.25X20	SEALED	EA	797	\$	\$
37	H135108	STAPLES, STND, SF1	SWING	BX	750	\$	\$
38	F1S34G	FILE, POCKET, EXP, 5.25	ESSELT	EA	749	\$	\$
39	A9284-11	FLUID, CORRECT, WE, 1/2 OZ	SANFRD	EA	729	\$	\$
40	F1S14C	FILE, PCKT, EXP, 1.75LTR	ESSELT	EA	714	\$	\$
41	H135450	STAPLES, 210/STRIP, 5M/BX	SWING	BX	695	\$	\$
42	F185545	FILE, POCKET, LTR, 5.25 EXP	ESSELT	EA	666	\$	\$
43	A82600-3/4	TAPE, MASKNG, 3/4X60YD48CT	3M	RL	638	\$	\$
44	A906604	FILM, CORRCTN, DISPSBL	SANFRD	EA	638	\$	\$
45	L217685	BINDER, FLEXIVIEW, NY, 1"	AVERYD	EA	622	\$	\$
46	P2OM97225	ENV, CLASP 9X12, 100BX	GENERIC	BX	607	\$	\$

47	N283002	MARKER,EXPO,CHISEL,RD	SANFRD	EA	598	\$	\$
48	F185343	FILE,POCKET,LTR,3.5EXP	ESSELT	EA	564	\$	\$
49	A2OM99213	NOTE,RMV,1.52X2,YW,12P	GENERIC	DZ	522	\$	\$
50	P2OM97227	ENV,CLASP10X13,100BX	GENERIC	BX	479	\$	\$
51	N288001	MARKER,EXPO,BULLET,BK	SANFRD	EA	470	\$	\$
52	L3CI2138	INDEX,BDR,11X8.5,8 COLOR	AVERY	ST	457	\$	\$
53	L3OM99023	INSERTABLE DIV 8-TAB COL 3PK	GENERIC	PK	447	\$	\$
54	N284401	PEN,PORS,MED,GN,FLAIR	GILLET	EA	443	\$	\$
55	N282001	MARKER,DRY ERASER,BLACK	SANFRD	EA	438	\$	\$
56	A2654RP-YW	POST-IT,RECY,3X3,YW	3M	PD	437	\$	\$
57	F5OM97185	FLDR,HANG,LTR,N/TAB,25BX	GENERIC	BX	432	\$	\$
58	H154501	STAPLER,FULLSTRIP,BK,545	SWING	EA	426	\$	\$
59	F11257GR	FOLDER,CLASS,LTR,GN	ESSELT	EA	424	\$	\$
60	L2OM97151	BINDER,3/RG,BK,11X8.5,1	GENERIC	EA	409	\$	\$
61	F705612	CLIPBOARD,9X12.5,ECON,BN	SAUNDR	EA	396	\$	\$
62	F3OM97201	CARD,IND3X5,RUL 100PK,WE	GENERIC	PK	391	\$	\$
63	L323076	INDEX,5-TAB,AD11X8.5ERAS	AVERY	ST	384	\$	\$
64	L279809	BINDER,3RG,VIEW,EZD,NB,1	AVERYD	EA	371	\$	\$
65	A55160	LABEL,ADD,LSR,1X2 5/8 3K	AVERY	BX	360	\$	\$
66	H3OM97836	SCISSORS,8"CONTRACT,STL	GENERIC	EA	355	\$	\$
67	L311381	INDEX,LEGAL,1-10,SIDE,WE	AVERY	ST	355	\$	\$
68	B1E717-50	CAL,REFILL,YR,JAN-DEC	ATAGLA	EA	353	\$	\$
69	N288003	MARKER,EXPO,BULLET,BE	SANFRD	EA	346	\$	\$
70	F11524EB-OX	POCKET,FILE,LTR,BE,3.5EX	ESSELT	EA	345	\$	\$
71	N230001	MARKER,BK,F,PERM	SANFRD	DZ	345	\$	\$
72	S717331	DISC,CDR,700 MB	IMATIO	EA	341	\$	\$
73	B1SK24-00	CAL,PAD,22X17,JAN-DEC	ATAGLA	EA	333	\$	\$
74	N1MS11-BK	PEN,BALL,BK,M,BIC CRYSTL	BIC	DZ	332	\$	\$
75	N135335	PEN,ROLLING,PRECISEV5,BE	PILOT	EA	325	\$	\$
76	P3OM97492	NOTEBOOK,NARROW,BK,3X5	GENERIC	EA	323	\$	\$
77	L2CV11-25-WE	BINDER,VIEW,3-CAP,WE	AVERYD	EA	322	\$	\$
78	F11524ER-OX	POCKET,FILE,LTR,RD,3.5EX	ESSELT	EA	301	\$	\$
79	F1S60902	FOLDER,CLASS,LTR,6PRT,GY	SJPAPE	EA	300	\$	\$
80	L2OM97149	BINDER,3/RG,BE,11X8.5	GENERIC	EA	299	\$	\$
81	N284501	PEN,PORS,MED,PE,FLAIR	GILLET	EA	299	\$	\$
82	A8C-38-BK	DISPENSER,TAPE,BK	3M	EA	298	\$	\$
83	F11524EG-OX	POCKET,FILE,LTR,GN,3.5EX	ESSELT	EA	294	\$	\$
84	L3OM99026	INSERTABLE DIV 5-TAB COL 3PK	GENERIC	PK	282	\$	\$
85	N213601	MARKER,BK,F,PERM,INDUST	SANFRD	EA	281	\$	\$
86	N238011	PEN,POROUS,FELT,BLACK	FABERC	EA	278	\$	\$
87	P7OM99424	TUBE,MAILING,2X18 WE	GENERIC	EA	272	\$	\$
88	N2BL11-YW	HIGHLIGHTER, YW,F	BIC	DZ	270	\$	\$
89	P320-221	PAD,LEGAL,3HP,8.5X11,CA	AMPAD	PD	266	\$	\$
90	L2CV11-05-WE	BINDER,VIEW,1/2CAP,WE	AVERYD	EA	262	\$	\$
91	N282003	MARKER,DRY ERASER,BLUE	SANFRD	EA	261	\$	\$
92	H4OM99267	PUSHPIN,CLR PLASTC,100BX	GENERIC	BX	257	\$	\$
93	L3CI2135	INDEX,BDR,11X8.5,5 COLOR	AVERY	ST	255	\$	\$
94	F11524EY-OX	POCKET,FILE,LTR,YW,3.5EX	ESSELT	EA	250	\$	\$
95	N160134	PEN,UNI/VISION,BE,FINE	FABERC	EA	248	\$	\$
96	N283004	MARKER,EXPO,CHISEL,GN	SANFRD	EA	247	\$	\$
97	H4OM97414	CLIP,BINDER,LARGE 12/BX	GENERIC	BX	241	\$	\$
98	H1OM97112	REMOVER,STAPLE STD,BK	GENERIC	EA	240	\$	\$
99	L287030	BINDER,2"D-RING,WE	STRIDE	EA	231	\$	\$
100	A2OM99214	NOTE,RMV 3X5,YW	GENERIC	DZ	230	\$	\$

Grand Total: \$

SECTION 7: CONNECTICUT COLLEGES PURCHASING GROUP

7.1 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 pricing resulting from this solicitation for an Office Supply Contract, to all CCPG members as noted below. Bidders may indicate below their 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
American School for the Deaf
Asnuntuck Community College
Board of Trustees for Community Colleges
Capital Community College
Central Connecticut State University
Charter Oak College
Connecticut State University System
Eastern Connecticut State University
Fairfield University
Gateway Community College
Hartford Seminary
Holy Apostles College & Seminary
Housatonic Community College
Kingswood-Oxford School
Manchester Community College
Middlesex Community College
Mitchell College
Naugatuck Valley Community College

Norwalk Community College
Quinbaug Valley Community College
Quinnipiac University
Rensselaer at Hartford
Sacred Heart University
Saint Joseph College
Southern Connecticut State University
Teikyo Post University
The Hotchkiss School
Three Rivers Community College
Trinity College
Tunxis Community College
University of Connecticut
University of Hartford
University of New Haven
Wesleyan University
Western Connecticut State University
Yale University

SECTION 8: TRAVEL DIRECTIONS TO PURCHASING (3 North Hillside Road)

Directions from Hartford to Purchasing

1. Take **I-84 east** to **Exit 68**. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
2. Continue on **Rte 195 South**. It is about 7 miles to the Storrs UConn campus.
(You will come to the intersection of Rte 195 and Rte 32 after about 4 miles—proceed straight ahead. Next, you will come to the intersection of Rte 195 and Rte 44—this is known as Mansfield Four Corners. Continue straight ahead—the campus is about a mile away.)
3. As you enter the campus, there are dorms on your right and a large agricultural field on your left. At the bottom of the hill, get into the right hand lane and turn right at the traffic light onto **North Eagleville Road** (on your right at the corner is a church with a white steeple).
4. Proceed straight on North Eagleville Road until the **second traffic light**. At the second traffic light, turn right onto **North Hillside Road**. Building is on your left.

Directions from Bradley Airport (Hartford) to Purchasing

1. As you leave Bradley Airport, follow signs towards I-91 and take **I-91 South toward Hartford**.
2. From I-91 South, take **Exit 35A** onto **Rte 291 East towards Manchester**.
3. Rte 291 cuts across to I-84. Take **I-84 East towards Boston**.
4. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
5. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from New York City/New Haven to Purchasing

1. From New York City, take **I-95 North to New Haven**. Then take **I-91 North towards Hartford**.
2. Just before Hartford, take **I-84 East towards Boston**.
3. Take **Exit 68** off of I-84. Turn right at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions from Boston to Purchasing

1. Take the **Mass Pike (Rte 90) West**.
2. Take the **Sturbridge Exit for I-84 towards New York City and Hartford**.
3. Continue on **I-84 West**. Take **Exit 68** off of I-84. Turn left at the end of the exit onto **Rte 195 South** towards Mansfield.
4. FOLLOW # 2 THROUGH # 4 ABOVE, “Directions from Hartford to Purchasing.”

Directions to Parking Garage / Purchasing

1. Once on **North Eagleville Road**, proceed straight until the **second traffic light**. At the second traffic light, turn left onto **North Hillside Road**. Then take the first left towards the **Parking Garage**.
2. Walk back the way you came, onto **North Hillside Road**. When you get to the traffic light (intersection of North Eagleville and North Hillside), cross the street and proceed straight ahead. Building is on your left.



UCONN fact sheet 2007

Campus Information

Founded 1881
 Main Campus: Storrs
 5 Regional Campuses:
 Avery Point, Greater Hartford, Stamford, Torrington, Waterbury
 School of Law: Hartford
 School of Social Work: Greater Hartford Campus
 Health Center: Farmington
 (Schools of Medicine & Dental Medicine, graduate programs,
 medical & dental clinics & John Dempsey Hospital)
 Land Grant & Sea Grant College, & Space Grant consortium institution
 Storrs & Regionals = 4,104 acres; Health Center = 181 acres

UCONN 2000

- As of October 2006:
- 87 major projects completed
 - \$1.249 billion in construction-related contracts issued
 - 89% of funds to Connecticut contractors
 - 23% of funds to set-aside contractors
 - Over 9.2 million square feet of new and renovated space completed
 - Bond Credit Ratings by Fitch, Moody's and Standard & Poor's remain consistently strong

Academic Programs & Degrees

14 Schools & Colleges
 Agriculture & Natural Resources, Business, Dental Medicine, Neag Education,
 Engineering, Fine Arts, Graduate, Law, Liberal Arts & Sciences, Medicine, Nursing,
 Pharmacy, Ratcliffe Hicks, Social Work

8 undergraduate degrees: 105 majors
 16 graduate degrees: 90 fields of study
 5 professional degree programs (J.D., LL.M, M.D., D.M.D., Pharm.D.)

Degrees 2005-06	6,524
Bachelor's	4,231
Master's	1,365
Doctorates	307
Law (J.D., LL.M)	267
Pharm.D.	88
Medicine	76
Dental Medicine	45
Graduate/Professional Certificates	32
6 Yr. Education	89
2 Yr. Agriculture	24

Degrees by: Female 56% Minority 15%

Total Fall 2006 Student Enrollment: 28,481

16,347	Undergraduate at Main Campus
4,437	Undergraduate at Regional Campuses
	20,784 Subtotal Undergraduate
6,341	Graduate (M.A./Ph.D., incl. 393 at Health Center)
679	Law
190	Pharm.D.
328	Medicine
159	Dental Medicine
	7,697 Subtotal Graduate/Professional

Fall 2006 Entering Freshmen at Main Campus: 3,241

38% were in top 10% of High School Class
 81% were in top 25% of High School Class
 48 valedictorians and 50 salutatorians
 60% more freshmen than in Fall 95
 95% more minority freshmen than in Fall 95

Since 1995: 785 valedictorians and salutatorians enrolled at all campuses

Student Characteristics

Characteristics Fall 2006	Undergraduate 20,784	Grad/Professional 7,697
Female	52%	52%
Minority	19%	14%
International ¹	1%	16%
Connecticut Residents ²	80%	72%
Full-time Degree	89%	59%
Part-time Degree	7%	31%
Non-Degree (FT & PT)	4%	10%

¹ 109 countries were represented in the Fall 2006 international student population.

² 76% of undergraduates on Main Campus are Connecticut residents.

SAT Scores and Retention & Graduation

2006 SAT Scores	National High School	Connecticut High School	Storrs Entering Freshmen
Average SAT Total	1021	1028	1195
Main Campus: Freshmen Retention:	1-Year Rate	All 93%	Minority 91%
	2-Year Rate	85%	82%
Graduation:	6-Year Rate	74%	69%

Total Undergraduate Student Cost 2006-07

	In-State	Out-of-State
Tuition, Fees, Room ¹ & Board ²	\$16,448	\$29,648
Tuition Only	\$6,456	\$19,656

¹ 71% of Main Campus undergraduates live in campus housing (114 residential facilities).

² Board rate shown reflects most popular plan available.

Student Financial Aid 2005-06

Financial Aid Support: \$247.7 million

	Main Campus/ Regional ¹	Health Center
Total Scholarships & Grants	\$71.1 million	\$3.7 million
Total Loans	111.5 million	13.0 million
Total Student Employment	13.9 million	
Total Tuition Waivers	34.5 million	

¹ 37.7% of all tuition dollars are dedicated to financial aid.

UConn's Main Campus ranks 22 out of 58 public research universities in graduation rate for all freshmen and 21 out of 58 public research universities for minority freshmen. (Sources: *U.S. News 2007 America's Best Colleges & 2005 IPEDS Graduation Rate Survey*)

The Educational Policy Institute awarded the University of Connecticut the Outstanding Retention Program Award at its "RETENTION 2006" national conference.

Total Current Funds Budget FY 2007: \$1,515.4 million

MAIN CAMPUS & REGIONAL CAMPUSES

Revenue	In Millions
State Appropriation	\$222.2
State Fringe Benefits & Other Adjustments	83.6
Student Tuition & Fees	362.2
Gifts, Grants & Contracts	133.0
Sales/Services - Auxiliary Events	31.3
Sales/Services - Educational	13.6
Investment Income	9.1
Total	\$855.0
Expenditures	
Academic Services	\$378.9
Research Services	58.5
Student Services	272.1
Operating, Support & Physical Plant Services	146.5
Total¹	\$856.0

¹The net loss of \$1.0 million is the result of a \$1.0 million repayment to reserves and a \$2.0 million loss due to increased energy costs.

HEALTH CENTER

Revenue	In Millions
Patient Revenue	\$299.6
State Appropriation	76.9
State Fringe Benefits & Other Adjustments	27.8
Gifts, Grants & Contracts	91.6
Sales/Services - Auxiliary	17.0
Interns & Residents Support	29.7
Correctional Managed Health Care	90.7
Student Tuition & Fees	14.9
Endowment Income	4.0
Investment Income	2.7
Other Income	5.5
Total	\$660.4
Expenditures	
Hospital & Health Services	\$361.4
Academic Services	126.8
Research Services	92.1
Student Services	3.2
Operating, Support & Physical Plant Services	76.9
Total	\$660.4

Private Giving

- Total cash gifts amounted to \$51.5 million for FY 06.
- In FY 06, first-time gifts and commitments totaled \$11.5 million at the Health Center, \$15.0 million for Athletics, and \$17.2 million at Storrs and the regional campuses.
- The Annual Fund raised a record \$3.8 million in FY 06 from 29,300 donors. This amount represents a 23% increase over FY 05.
- UConn alumni rank seventh in the nation among public universities with an annual giving rate of 24 percent, according to *US News & World Report*.
- At the close of FY 06, the University's endowment, which stood at \$42 million at the start of 1995, is now valued at approximately \$300 million.
- The University received a record \$33.6 million in disbursements from the UConn Foundation in FY 06, 20 percent higher than the previous fiscal year; \$10.3 million was received for scholarships, \$6.3 million for faculty support and \$17 million for programs and facilities.
- Currently, there are 73 endowed faculty chairs and professorships at the University funded through private support.

UConn Alumni

- Approximately 174,500 total Alumni
- Over 102,000 Alumni live in Connecticut
- Among recent graduates:
 - 94% of recent graduates would recommend UConn to others
 - 94% of recent graduates are either employed or are in graduate/professional school
 - 70% of those working full-time are doing so in Connecticut

Staff Characteristics (Fall 2006)

Number of Full-time & Part-time Faculty & Staff: 9,199

	Main Campus/Regional	Health Center
Faculty:	4,469	4,730
Female	36%	36%
Minority	18%	20%
Other Staff:	58%	75%
Female	15%	21%
Minority	94%	77%
Full-Time:	1,264	491
Tenured	63%	34%

Percent of full-time faculty with Ph.D. or terminal degree:¹

Main Campus & Regional Campuses	91%
Health Center	93%

¹Percent of faculty with highest degree in field.

Type of Full-time Staff	Main Campus/Regional	Health Center
Faculty ²	4,222	3,628
Administrators	29.9%	13.5%
Professional Support	2.3%	4.5%
Secretarial/Clerical	44.6%	47.6%
Para-Professional/Trades	7.0%	16.2%
Service/Maintenance	3.5%	13.4%
	12.7%	4.8%

²At Main Campus, includes 22 faculty members serving as assistant or associate deans.

Number of Part-time

Faculty and Staff ³	247	1,102
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³An additional 679 adjunct lecturers teach one or more courses at Storrs and Regional Campuses.

Staff Covered by Collective Bargaining Agreements:

Main & Regional Campuses	92%
Health Center	78%

Research, Training & Public Service

Nationally ranked 74/601 among all institutions and 52/367 among public institutions by the National Science Foundation in research and development spending for FY 04 (latest report).

FY 06 external funding, sponsored activities: \$181.8 million (excluding financial aid):

Main & Regional Campuses:	\$91.7 million (50.4%)
Health Center:	\$90.1 million (49.6%)

Total by Funding Source

Federal: 77.9% State: 6.3% Private/Other: 15.8%

Sponsored Activities at Main & Regional Campuses

Research	81.9%
Education and Training Programs	2.4%
Public Service and Other	15.7%

Sponsored Activities at the Health Center

Research	85.1%
Industry Support	6.4%
Education and Training Programs	7.4%
Other	1.1%

University of Connecticut Web Sites

Main & Regional Campuses - <http://www.uconn.edu>
Health Center - <http://www.uhc.edu>

SECTION 10: MANDATORY SUBMITTALS

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor

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

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

<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 off bearers; 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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A. BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

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? Yes__ No__ 1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary) 1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
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PART IV - Bidder Employment Information

Date:

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	male	female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											

Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation , Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

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

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

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

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

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved;(2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of a Contractor's good faith efforts shall include but not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

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

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2)) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f) of the General Statutes

(b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
1. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
2. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
3. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
4. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
5. Bids must show unit price, amount and grand total or bid may be rejected.
6. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state of federal law concerning nondiscrimination, notwithstanding that the State Labor Commissioner is not a party to this contract. The parties to this contract, as part of the consideration hereof, agree that Executive Order No. Three is incorporated herein by reference and made a part hereof. The parties agree to abide by said Executive Order and agree that the State Labor Commissioner shall have continuing jurisdiction in respect to contract performance in regard to nondiscrimination, until the contract is completed or terminated prior to completion. The contractor agrees, as part consideration hereof, that this contract is subject to the Guidelines and Rules issued by the state labor commissioner to implement Executive Order No. Three, and that he will not discriminate in his employment practices or policies, will file all reports as required, and will fully cooperate with the State of Connecticut and the state labor commissioner.
11. This contract is subject to the provisions of Executive Order No. Seventeen of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, this contract may be canceled, terminated or suspended by the contracting agency of the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Seventeen, notwithstanding that the State 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 a joint and several continuing jurisdiction in respect to contract performance in regard to listing all employment openings with the Connecticut State Employment Service.
12. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

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

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Gift Certification

Gift certification to accompany State Contracts with a value of \$50,000 or more in a calendar or fiscal year, pursuant Conn. Gen. Stat. §§ 4-250 and 4-252, and Governor M. Jodi Rell's Executive Order No. 7C, para. 10.

I, Type/Print Name, Title and Name of Firm or Corporation, am authorized to execute the attached contract on behalf of the Name of Firm or Corporation (the "Contractor"). I hereby certify that between mm/dd/yy (planning date) and mm/dd/yy (date of the execution of the attached contract) that neither myself, the Contractor, nor any of its principals or key personnel who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation of this contract, nor any agent of the above, gave a gift, as defined in Conn. Gen. Stat. § 1-79(e), including a life event gift as defined in Conn. Gen. Stat. § 1-79(e)(12), to (1) any public official or state employee of the contracting state agency or quasi-public agency who participated directly, extensively, and substantially in the preparation of the bid solicitation or request for proposals for the contract (if applicable) or in the negotiation or award of this contract; or (2) any public official or state employee of any other state agency who has supervisory or appointing authority over the state agency or quasi-public agency executing this contract, except the gifts listed below:

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

List information here

Further, neither I nor any principals or key personnel of the Contractor, nor any agent of the above, knows of any action by Contractor to circumvent such prohibition on gifts by providing for any other principals, key personnel, officials, employees of Contractor, nor any agent of the above, to provide a gift to any such public official or state employee.

Further, the Contractor made its bid or proposal without fraud or collusion with any person.

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Campaign Contribution Certification

Campaign contribution certification to accompany State Contracts with a value of \$50,000 or more in calendar or fiscal year, pursuant Conn. Gen. Stat. § 4-250 and Governor M. Jodi Rell's Executive Orders No. 1, para 8 and No. 7C, para 10.

I, Type/Print Name, Title and Name of Firm or Corporation, hereby certify that during the two-year period preceding the execution of the attached contract, neither myself nor any principals or key personnel of the Name of Firm or Corporation who participated directly, extensively and substantially in the preparation of the bid or proposal (if applicable) or in the negotiation or award of this contract, nor any agent of the above, gave a contribution to a candidate for statewide public office or the General Assembly, as defined in Conn. Gen. Stat. §9-333b, except as listed below:

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

List information here

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

Consulting Agreement Affidavit

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

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

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

Contractor's Name, Title and Firm or Corporation:

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

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

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

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

- Former Agency:
- Date Such Employment Terminated:

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

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

Signature

Date

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

Commissioner of the Superior Court
Notary Public

STATE OF CONNECTICUT
OFFICE OF POLICY AND MANAGEMENT
Policies and Guidelines

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

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

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

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

(Please print name under signature line.)

Signature

Title

Date

On behalf of:

Contractor Name

Street Address

City State Zip

Federal Employee Identification Number
(FEIN/SSN)

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

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

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

RESTRICTIONS ON THE BENEFITS YOU MAY GIVE TO STATE PERSONNEL

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

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

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

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

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

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

RULES ON HIRING STATE PERSONNEL

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

A current state employee must not accept outside employment that impairs his independence of judgment regarding his state duties, or that encourages him to disclose confidential information learned in his state job. Also, a current state employee may not use his or her state position for financial gain, however inadvertent that use may be. Therefore, for example, a current state employee who exercises any contractual, supervisory or regulatory authority over you or your business may not be able to work for you.

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

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

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

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

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

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

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

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

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

OTHER ETHICS PROVISIONS THAT MAY APPLY TO YOU

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

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

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

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

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

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

University of Connecticut



Standard Purchasing Agreement

This agreement is made and entered into this _____ day of, _____ 20_____, by and between:

University of Connecticut
Purchasing Department
3 North Hillside Road, Unit 6076
Storrs, CT 06279
hereinafter "University"

and

hereinafter "Contractor"

University Contact/Phone

Contractor Contact/Phone

Section 1

1.1. **Term:** This agreement between the **University** and the **Contractor** will govern the provision of goods, services or other considerations (hereinafter "Services") referenced herein for the following period:

Start Date: _____ **End Date:** _____

1.2. **Contractor Responsibilities:** Contractor agrees to provide the following Services:

1.3. **Contractor Methods:** Contractor agrees to provide Services in the manner described below:

1.4. **Service Location:** Contractor agrees to provide Services at the location described below:

1.5. **Contractor Deadlines:** Contractor agrees to provide Services in the time frame described below:

1.6. **University Responsibilities:** University agrees to provide the following:

(Use additional pages as required, referencing page # and section)

Section 2 - Special Contractor Terms

This section is provided for inclusion of Contractor's special terms and conditions, only as required for the execution and performance of this Agreement, and not in conflict with the State of Connecticut terms and conditions as provided in Section 3 herein.

____ There are no additional contractor terms and conditions.

Section 3 - State of Connecticut Required Terms and Conditions

As an Agency of the State of Connecticut (a sovereign entity) the **University** is governed by the following terms and conditions, which may not be modified, amended or deleted unless approved by the Attorney General.

3.1. **Statutory Authority:** Connecticut General Statute §§ 4a-52a, 10a-104, 10a-108 and 10a-151b provide the **University** with authority to enter into contracts in the pursuit of its mission.

3.2. **Governor's Executive Orders:**

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

3.2.2 **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.

3.2.3 **Executive Order No. 16:** This Contract is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and, as such, the Contract may be canceled, terminated or suspended by the state for violation of or noncompliance with said Executive Order No. Sixteen. The Parties to this Contract, as part of the consideration hereof, agree that (a) The Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b); (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article, or substance that, under the circumstances, is capable of causing death or serious physical injury. (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules. (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.

3.2.4 **Executive Order No. 7C:** This Agreement is subject to the provisions of 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 ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, "for cause" means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency. (b) For purposes of this Section, "contract" shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title. (c) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive

Order Number 1, all State Contracts between state agencies and private entities with a value of \$50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term "certification" shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

3.2.5 **Executive Order No. 14:** This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. Pursuant to this Executive Order, the **Contractor** shall use cleaning and/or sanitizing products having properties that minimize potential impacts on human health and the environment, consistent with maintaining clean and sanitary facilities.

3.3. **Ethical Considerations:** The vendor has certified that no elected or appointed official or employee or student of the **University** has benefited, or will benefit financially or materially from the contracted Services. The **University** may terminate this Agreement, 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.

3.3.1 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.

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

3.4. **Indemnification:** As a State of Connecticut agency, the **University** may not enter into indemnification or hold harmless agreements. In the event of a loss by the contractor or any third party, they shall have recourse through the State of Connecticut Claims Commission as provided under Chapter 53 of the General Statutes of the State of Connecticut, in which all claims against the State of Connecticut and the **University** will be filed with the Connecticut Claims Commissioner. <http://www.claims.state.ct.us/>

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

3.4.2 The **University** consents to the jurisdiction of the Office of the Claims Commissioner, pursuant to Conn. Gen. Stat. § 4-141, et. seq. to resolve any claims against it under, arising out of, or relating to, this Agreement.

3.5. **Insurance:** The **Contractor** agrees that while performing Services specified in this agreement he shall carry sufficient insurance (liability and/or other) as applicable according to the nature of the service to be performed so as to "save harmless" the State of Connecticut from any insurable cause whatsoever. If requested, certificates of such insurance shall be filed with the contracting State agency prior to the performance of Services.

3.6. **Governing Law:** All contracts binding the State of Connecticut and/or constituent units thereof shall be governed by the law of the State of Connecticut.

3.7. **Health Insurance Portability and Accountability Act (HIPAA):** Under the Health Insurance Portability and Accountability Act (HIPAA) of 1996, **Contractors** are expected to adhere to the same standards as the state agency/covered entity as to Protected Health Information (PHI), to maintain compliance with Title 45 CFR Part 164.504, Uses and Disclosures: Organizational Requirements, **Contractor** Contracts. Protected Health Information (PHI) includes information related to claims, health Services, federal and state tax information, financials, criminal court-related information and other personally identifiable records. **Contractor** agrees that it shall be prohibited from using or disclosing the PHI provided or made available by the state agency/covered entity or viewed while on the premises for any purpose other than as expressly permitted or required by this Contract. These uses and disclosures must be within the scope of the **Contractor's** Services provided to the state agency/covered entity. **Contractor** shall establish and maintain reasonable safeguards to prevent any use or disclosure of the PHI, other than as specified in this Contract or required by law. **Contractor** agrees that anytime PHI is provided or made available to any subcontractors or agents, **Contractor** must enter into a subcontract, which contains the same terms, conditions and restrictions on the use and disclosure of PHI as contained in this Contract. **Contractor** agrees to make available and provide a right of access to PHI by the individual for whom the information was created and disclosed. **Contractor** agrees to make information available as required to provide an accounting of disclosures. **Contractor** agrees to make its internal practices, books, and records relating to the use or disclosure of PHI received from, or created or received by **Contractor** on behalf of the state agency/covered entity, available to the Secretary of Health and Human Services (HHS) for purposes of determining compliance with the HHS Privacy Regulations. At termination of this Contract, **Contractor** agrees to return or destroy all PHI received from, or created by the state agency/covered entity. If not feasible, extend the protections of this agreement to the PHI and limit further uses and disclosures. **Contractor** will have procedures in place for mitigating any harmful effects from the use or disclosure of PHI in a manner contrary to this Contract or the HHS Privacy Regulations. **Contractor** must develop and implement a system of sanctions for any employee, subcontractor or agent who violates this Contract or the HHS Privacy Regulations. The PHI shall be and remain the resources of the state agency/covered entity. **Contractor** agrees that it acquires no title or rights to the information, including any de-identified information, as a result of this Contract. **Contractor** agrees that the state agency/covered entity has the right to immediately terminate this Contract if the state agency/covered entity determines that **Contractor** has violated material term of this HIPAA Compliance Agreement above.

3.8. **Provisions of this Contract Required by Connecticut General Statute § 4a-60**

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions:

(1) The **Contractor** agrees and warrants that in the performance of the contract such **Contractor** will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin,

ancestry, sex, mental retardation, mental disability, genetic information or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, genetic information or physical disability including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56), (46a-68e) and (46a-68f); (5) the Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.

(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capitol stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.

(c) Determination of a Contractor's good faith efforts shall include but not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

(d) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the Commission, of its good faith efforts.

(e) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

3.9. **Provisions of this Contract Required by Connecticut General Statute § 4a-60a:**

(a) The Contractor agrees to the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (3) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56), (46a-68e) and (46a-68f) of the General Statutes.

(b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.

3.10. **Termination for Cause:** The University may terminate any resulting contract for cause by providing a Notice to Cure to the respondent citing the instances of noncompliance with the contract. The respondent 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.

3.10.1 If the respondent and the University reach an agreed upon solution, the respondent shall then have thirty (30) days after such agreement is reached to cure the noncompliance cited in the Notice to Cure.

3.10.2 If a mutually agreed upon solution cannot be reached within ten (10) days after receipt of Notice to Cure by respondent, the University reserves the right to terminate the agreement.

3.10.3 If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.

3.10.4 The University shall be obligated only for those goods or Services rendered and accepted prior to the date of Notice of Termination.

3.10.5 Remedies Upon Default: In any case where the vendor has failed to deliver or has delivered non-conforming goods or Services, the University shall provide a "Notice to Cure". If after notice the vendor continues to be in default, the University may procure goods or Services as substitution from another source and charge the cost difference to the defaulting vendor.

3.10.6 Collection for Default: The Attorney General shall be requested to make collection from any defaulting vendor pursuant to the preceding paragraph.

3.11. Execution: No provision of goods, service or other considerations may take place prior to the approval of and signing of this agreement as required by the guidelines set forth by the University.

3.12. Signing Authority: Each person signing below hereby warrants and represents that at the time of execution of this contract, he or she has full authority to execute this Agreement for the party on whose behalf he or she is signing. Documentation of this authority shall be provided to the University as indicated below;

3.12.1 If the Contractor is an individual who is signing the agreement in his or her individual capacity, no authorization documentation is required.

3.12.2 All other Contractors must provide signature authority documentation indicating who is authorized to sign agreements to bind Contractor. This documentation must state that the authority is in full force and effect at the time of signing and must be signed by someone other than the individual to whom authorization has been delegated.

3.13. Equal Opportunity: The University is an equal opportunity employer.

3.14. Force Majeure: If the performance of obligations under this Agreement are rendered impossible or hazardous or is otherwise prevented or impaired due to illness, accident, Act(s) of God, riots, strikes, labor difficulties, epidemics, earthquakes, and/or any other cause or event, similar or dissimilar, beyond the control of the Contractor, then each party's obligations to the other under this Agreement shall be excused and neither party shall have any liability to the other under or in connection with this Agreement.

3.15. Priority of Terms: In the event of a conflict of terms, the following priority shall prevail:

1. Terms and Conditions of this Agreement,
2. Terms and Conditions of the Purchase Order (if applicable),
3. Terms and Conditions of the State of Connecticut,
4. Terms and Conditions of the Uniform Commercial Code (UCC),
5. Terms and Conditions of Contractor.

3.16. Entirety of Agreement: This Agreement sets forth the entire agreement and understanding of the parties with respect to the subject matter hereof. This Agreement may be amended or modified only by written instrument duly executed by each of the parties. Each party to this Agreement further acknowledges that no promises, representations, inducements, agreements, or warranties, other than those set forth herein, have been made to induce the execution of this Agreement by said party, and each party acknowledges that it has not executed this Agreement in reliance on any promise, representation, inducement, or warranty not contained or referred to herein.

3.16.1 If any provision of this Agreement, as applied to either party or to any circumstance, is adjudged by a court to be invalid, illegal or unenforceable, the same will not affect the validity, legality, or enforceability of the portion of the provision, if any, that is not invalid, illegal or unenforceable, the application of such provision in any other circumstances, or the validity, legality, or enforceability of any other provision of this Agreement.

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date first written above.

THE UNIVERSITY OF CONNECTICUT:

CONTRACTOR: _____

By: _____

By: _____

Print Name: _____

Print Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

AGO Approval (For Contracts Over \$50,000)

By: _____

Date: _____

Print Name: _____

Title: _____



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

MEMORANDUM

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

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

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

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

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

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

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

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