The University Of Connecticut

REQUEST FOR PROPOSALS

NO. KW121506

Print Undergraduate & Graduate Catalogs

Date Issued:

December 20, 2006

Date and Time of Proposal Opening:

January 10, 2007

2:00 p.m.

Issued By: Karen White
Purchasing Agent II
Purchasing Department
3 North Hillside Road
Storrs, Connecticut 06269-6076
Phone: (860) 486-2623
Fax: (860) 486-5051
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SECTION 1  FORM OF PROPOSAL

University of Connecticut
Purchasing Department
3 North Hillside Road Unit 6076  RFP # KW121506
Storrs, Connecticut 06269-6076

Date Issued: 12/20/2006        Date/Time Due: 1/10/2007 2:00 PM

Instructions to Bidders:
1. Bidders must respond on this form.
2. Prices quoted must include all transportation charges, F.O.B. Storrs, Connecticut
3. The University of Connecticut is exempt from Federal Excise Taxes (under registration number 06-730435K)
   and from Connecticut Sales & Use Taxes.

You are invited to bid on the following:

In order to be considered for this award, bidders must submit three (3) samples of work similar in size and scope to the catalogs described herein. The samples must have been printed on-site at the bidder’s facility within the last 18 months. Qualify of samples will be a consideration in award. Failure to comply with this mandatory requirement will be sufficient reason to reject bid for noncompliance.

1. Print Undergraduate Catalog
   per the attached specifications, terms and conditions.

   Unit Cost to print 20,000 catalogs $______________/M
   Total Cost to print 20,000 catalogs $_____________

   Cost of additional catalogs at time of printing: $______________/M

   More cost for additional 4-page signature: Add $______________/Sig/M
   More cost for additional 8-page signature: Add $______________/Sig/M
   Less cost for minus 4-page signature: Deduct $______________/Sig/M
   Less cost for minus 8-page signature: Deduct $______________/Sig/M

2. Print Graduate Catalog
   per the attached specifications, terms and conditions.

   Unit Cost to print 8,500 catalogs $______________/M
   Total Cost to print 8,500 catalogs $_____________

   Cost of additional catalogs at time of printing (per hundred): $______________/C

   More cost for additional 4-page signature: Add $______________/Sig/M
   More cost for additional 8-page signature: Add $______________/Sig/M
   Less cost for minus 4-page signature: Deduct $______________/Sig/M
   Less cost for minus 8-page signature: Deduct $______________/Sig/M
Cost of author’s alterations, per line, proof stage: $__________/line

Cost of author’s alterations, max per page, at proof stage:

Max $__________/page

Bidder must identify what proofing system(s) are included in bid:

________________________________________________________________________

________________________________________________________________________

Estimated delivery date: ______________________

Bidders must complete the following:

Company name _______________________________ Prices are valid for ________ days.

Address ____________________________________ Payment terms shall be 2\% 15 days, Net 45

days unless otherwise stated:

________________________________________________________________________

Telephone ____________________________________

F.E.I.N. ______________________________________

Are you: Incorporated? _______ WBE? _________

CT Set-Aside? _______ MBE? _________

Authorized Signature ________________________

Print/Type Name ____________________________ Date
SECTION 2  
THE UNIVERSITY OF CONNECTICUT  
COMMERCIAL PRINTING REQUEST

TITLE: Undergraduate and Graduate School Catalogs

QUANTITY:  
Undergraduate Catalog: 20,000  
Graduate Catalog: 8,500

AGENCY CONTACT PERSON AND  
TELEPHONE NUMBER: Karen White 486-2623

GENERAL SPECIFICATIONS

This proposal will be a TOTAL AWARD.

FORMAT: Perfect bound catalog

SIZE: Finished size: 8-1/2” x 11”

PAGES:  
Undergraduate Catalog: 232 [ X ] Plus Cover [ ] Self Cover  
Graduate Catalog: 246 [ X ] Plus Cover [ ] Self Cover

STOCK:  
Cover: 8 pt. Carolina cover 94B, White  
Text: 35# Boise Cascade Recycled Aspen Opaque Smooth, White, Brightness 86; Opacity 87

INK: Cover: Outside cover prints six (6) colors as follows: 4-color process plus one PMS color plus aqueous coating. Large solids, bleeds. Inside cover prints one PMS color plus aqueous coating (gloss or satin TBD), bleeds four edges and has knock-outs and traps (typography).  
Text: 1/1; black ink only both catalogs

COMPOSITION: Agency will provide camera-ready pages for text. Cover will be provided on a CD with Mac version of Quark, Photoshop/Illustrator. Mechanicals scheduled for pick-up as follows:  
Undergraduate Catalog: March 8, 2007  
Graduate Catalog: To be determined

NOTE: All copy will be sent as PDF files via e-mail attachment or on a CD. All cover art and proofs will be delivered on a CD with a sample printout. Proofs must be sent by vendor by mail.

Vendor will be responsible for checking accuracy of all traps and assigning trap values if necessary.  
Vendor must do pre-flight on CD within 48 hours of receipt, to ensure that all files are on CD and appropriate commands have been designated in files.

SEPARATIONS: Live on disk, no extra charges allowed.
for assigning trap values.
Large solids (PMS colors) bleeding, on outside and inside covers.

Printing on spine may require corrective re-stripping depending on thickness of catalog.

**BINDERY:**
Perfect bound, with parallel score approximately ¼” from the spine.

**PROOFS:**
Cover: Color laser or dylux and high resolution color accurate proof such as Kodak Approval or Fuji required five (5) working days after receipt of material. Vendor must specify on “Form of Bid” proofing system included in bid. Also, vendor must list proofing systems available and cost associated with each.
Proof will be held for 24 hours. Include 3 hours of color correcting in base bid.
Press check required for bidders within a fifty mile (50) mile radius of the Storrs campus during normal business hours. Specify how many press checks will be required.
Text: Laser or digital dylux required five (5) working days after receipt of material.

**PACKAGING AND DELIVERY:**
Delivery - Undergraduate Catalog: April 5, 2007
Graduate Catalog: Four weeks after receipt of files

Deliver total shipment to:
University of Connecticut
Central Stores (Warehouse)
3 North Hillside Road
Storrs, Connecticut 06269

NOTE: Printer must contact Central Stores for a shipping appointment 48 hours ahead of delivery (860) 486-6297.

Six (6) press sheets of each cover, printed both sides must be delivered to Agency when catalogs are delivered.

Packaging: Cartons are to be sealed, but NOT WIRED, with a maximum weight of 30 lb. per carton.

**CARTONS MUST BE PROPERLY SIZED AND PACKED TO PREVENT SCUFFING DURING TRANSPORT.**

**Cartons must be CLEARLY LABELED Undergraduate Catalog or Graduate Catalog.**

Each box should include a label using the stock number: 8941.0005

**OPTIONS:**
Any of the following options may be required in this project. To be considered a responsive, compliant bidder, provide separate pricing for these options as shown on the "FORM OF BID".

- Cost of additional copies at time of printing (cost per M)
  - To be used for more or less pages:
    - Additional 4-page (or 8-page) signature
    - Less 4-page (or 8-page) signature

- Additional cost if PMS color on cover is metallic.

- Cost of author's alterations, per line, at proof stage.
- Cost of author's alterations, max per page, at proof stage.
EVALUATION CRITERIA:

- Price as submitted on Form of Proposal 33 Points
- Quality of three samples 34 Points
  Criteria for judging samples:
  - Color registration
  - Quality of separations
  - Consistency of color throughout samples
  - Alignment, stitching and trimming of the binding
  - Clarity of printed text
- Three (3) references for projects of similar scope and size 33 Points

Maximum total of points 100 Points
Proposals should include three (3) references for projects of similar scope and size. Please include name, title, telephone number and e-mail address of a contact person at each institution. **Providing the e-mail is a mandatory requirement, as references will be checked electronically via e-mail.**

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<th>References:</th>
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1. **SUBMITTAL OF PROPOSALS:**
   Parties interested in submitting offers should submit one (1) original and two (2) copies of their response to this Request for Proposal (hereinafter referred to as RFP #KW121506) no later than 2:00 PM. on **January 10, 2007**. Proposals must be submitted in a sealed envelope labeled “Sealed Proposal No. KW121506”. Any proposal received after the time specified for receipt shall not be considered and shall be returned unopened. All proposals shall be submitted utilizing the enclosed Form of Proposal signed by an agent authorized to contractually bind the firm submitting the proposal. **All proposals shall be publicly opened at the specified time. However, due to the complexity of the bid, only the names of the respondents will be read, as no immediate decision will be made.** All information will be confidential until after review and action by the Evaluation Committee. All interested parties are, however, welcome to attend the bid opening.

2. **REJECTION:**
   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 will be served. 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 will not be notified. However, after a binding contractual agreement exists, bidders may request a review of all proposals by arranging an appointment with Karen White, Purchasing Department.

3. **ERRORS:**
   Bidders shall promptly notify the University of any ambiguity, inconsistency or error which they may discover upon examination of these proposal documents.

4. **AWARD:**
   The University will award the contract based on the Evaluation Criteria found in Section 2, The University of Connecticut Commercial Printing Request.

5. **INCOMPLETE INFORMATION:**
   All questions must be answered and all blank spaces must be completed for an offer to be considered responsive. Failure to provide any information or data requested may result in rejection of the offer.

6. **PAYMENT TERMS:**
   Payment terms shall be 2% 15 days net 45 days, unless otherwise on the “Form of Proposal”.

7. **DELIVERY:**
   Preference will be given to offers which guarantee delivery per the production schedule outlined herein. Vendor will be responsible for assuring goods are delivered in first class condition and on-time per stated parameters in General Specifications.

8. **DELIVERY OF NONCONFORMING GOODS:**
   If the vendor fails to deliver or has delivered nonconforming goods, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to three (3) business days to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the correct goods from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

9. **FREIGHT:**
   Unless otherwise noted, prices shall include delivery and transportation charges fully prepaid F.O.B. DESTINATION. No extra charges for packing or packages will be allowed.

10. **QUALIFICATIONS OF BIDDERS:**
    A. Bidder’s facility must have complete on-site capability for printing this job. The printing portion of any contract resulting from this RFP may not be subcontracted. Additionally, bidders must identify in their proposal, what portions of the work would be subcontracted and to whom.
    B. Proposals will only be considered from firms or persons with a demonstrated history of successfully providing the highest quality goods and services as identified in this RFP.
    C. Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor’s proposal.
D. Any contract resulting from this RFP may not be assigned or transferred by either party without the prior written consent of the other party.

E. The University will reject the proposal of any vendor who makes any material misrepresentation in their proposal.

11. OVERRUNS:
   Overruns on this job must not exceed 2%.

12. EXTENSION OF CONTRACT:
   By mutual agreement of both parties. This contract may be extended for four (4) additional one (1) fiscal year (July 1 thru June 30) terms commencing on July 1. Said option will be exercised only upon satisfactory performance and by mutual consent of both parties to any contract resulting from this proposal. Pricing changes are subject to approval of documentation requesting the changes. Documentation to be submitted will be determined by the University. Price to remain firm for the term of the contract. Such intent to extend shall be conveyed to the vendor in writing thirty (30) days prior to the effective date.

13. UNIT PRICING/PRICES:
   Prices must be stated in the units specified or proposal will be rejected as noncompliant. When a discrepancy exists between the unit price and the total amount, the unit price shall prevail.

14. MISCELLANEOUS:
   A. In order to be considered for this award, bidder must submit samples of similar jobs they have completed within the past year.
   B. Printer is to submit one (1) sample of each finished publication to:
      Karen White  
      Purchasing Department  
      3 North Hillside Road Unit 6076  
      Storrs, Connecticut 06269-6076
   C. All film (including prep and stripped, final film), negatives, dies, computer media and mechanicals generated during the production of this job become the property of the University of Connecticut and must be returned upon request.

15. ADVERTISEMENT:
   Unless specifically authorized in writing by the University's Vice Chancellor for Business & Administration on a case by case basis, the contractor 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 imply any endorsement of contractor's products or services; nor c) to use the name of the state, its officials or employees or the University seal in any manner (whether or not similar to uses prohibited by subparagraphs (a) and (b) above) except only to manufacture and deliver in accordance with this agreement such items as are hereby contracted by the University.

16. 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 RFQ, if it is determined that gratuities of any kind were either offered to, or received by, any University officer or employee contract to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. (See also Attachment of Governor Rell’s Memo to Vendors Conducting Business with the State of Connecticut).
   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 stature will be turned over the proper prosecuting attorney. See Code of Ethics in Connecticut General Statutes Section 1-79 through Section 1-90. Vendor agrees by signing any resultant contract to abide by all Connecticut and Federal ethics laws, current and future.

17. Executive Orders of the Governor:
   A. Any Agreement subsequent to this RFP is subject to the provisions of Executive Order No. 3 of Governor Thomas J. Meskill promulgated June 16, 1971, and as such, resulting Agreement 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 said contract. The Parties to such Agreement, as part of the consideration therefor,
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 said Agreement will be 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.

B. Any Agreement subsequent to this RFP is subject to the provisions of Executive Order No. 17 of Governor Thomas J. Meskill promulgated February 15, 1973, and, as such, resulting Agreement 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 said Agreement. The Parties to said Agreement, 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 opening with the Connecticut State Employment Service.

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

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

   (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.

D. Any Agreement subsequent to this RFQ 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 (“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.

Therefore, all contracts subject to the mandate of Executive Order No. 7C must include the required affidavits/certifications as outlined and provided on the OPM’s website under Policies/Guidelines and Labor Contracts (attached) and the memorandum to all agency heads from Robert Genuario, Secretary, OPM, dated July 21, 2006 (attached).

If your agency has a Memorandum of Agreement (“Waiver”) with this Office, your agency must amend all contracts executed under the Waiver to include the required provisions of Executive Order 7C. This amendment requires your immediate attention.

18. Ethics and Compliance Reporting

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.
PURCHASE ORDERS
Purchase orders will be issued for an amount which exceeds your proposal by up to fifteen percent (12%). This is done to authorize author’s alterations valued up to ten percent (10% of the original quote and up to an additional five percent (2%) for overruns. To comply with policy, invoices must be itemized to reflect 1) the job as quoted, 2) authorized author’s alterations (not to exceed ten percent (10%) of the total quoted amount) and, 3) overruns (not to exceed percentage stated on the purchase order). Invoice amounts in excess of that authorized on the face of this purchase order will not be honored without prior written permission from the University of Connecticut Purchasing Department.

UNIVERSITY OWNERSHIP
All film (including prep and stripped, final film) negatives, plates mechanicals, and/or computer media generated by the contractor, that relate to this contract, shall become the property of the University of Connecticut. Mechanicals, computer media and/or negatives furnished by the University to the contractor must be returned in acceptable condition with the final delivery of each printing. Failure to return these materials may delay payment of contractor’s invoice or result in a penalty assessment which may be deducted from the contractor’s invoice.

UNAUTHORIZED CHANGES
GENERAL  No State employee or contractor shall make any changes to the proposal specifications of any printing contract or purchase order without prior approval from the University of Connecticut Purchasing Department.
QUANTITIES  Likewise, no State employee or contractor shall deviate from the quantities called for in the contract without similar approval.

PROOFS
Final proofs of all forms as approved by a State employee shall apply only for correctness of copy. All other factors, including but not limited to, paper stock, composition, inks, carbons, color sequences, numbering, etc. shall be governed by the original document specifications and any revisions made thereto which shall be supported by written approval of the designated Purchasing Agent.

DISCREPANCIES
In the event of any discrepancies between the final proofs and the document specifications, the document specification shall govern. Contractors who note any discrepancies between the final proofs and said specifications shall notify the Purchasing Agent immediately for resolution of the discrepancy. Failure to notify the Purchasing Agent as prescribed above shall not relieve the contractor from completing the job in accordance with the document specifications at no additional cost to the University.

DELIVERY
Delivery must be made as ordered and in accordance with the contract. If the contractor is responsible for late delivery, the firm is subject to removal from the bidders’ list for a time period to be determined by the Director of Purchasing and Stores, University of Connecticut.
The weight of delivered cartons is not to exceed 40 lbs.

WARNING
Any contractor who fails to abide by any of the above Terms and Conditions does so at his/her own risk, and shall be subject to such penalties as may be deemed suitable by the Director of Purchasing and Stores, University of Connecticut. Any personnel who acts in violation of these Terms and Conditions shall be subject to the penalties called for in Section 4a-65 of the Connecticut General Statutes: “Unlawful Purchases.”

EXTENSION CLAUSE
The University of Connecticut reserves the right to renew this contract for additional purchases of any or all items with the consent of the contractors.

Rev. 4/97
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)Woman . . . (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.
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.

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

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

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

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

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

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

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication 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.

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

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

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

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number __________________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Or ________________</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Social Security Number ____________________</td>
</tr>
<tr>
<td>Chief Executive</td>
<td></td>
</tr>
</tbody>
</table>

**Major Business Activity** (brief description)

| Bidder Identification |  |
|-----------------------|  |
| - 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__

2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__

3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__

4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__

5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__

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__

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__

8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__

9. Does your company have a mandatory retirement age for all employees? 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__

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__

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__

PLEASE COMPLETE REVERSE SIDE
## PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>OVERALL TOTALS</th>
<th>WHITE (not of Hispanic origin)</th>
<th>BLACK (not of Hispanic origin)</th>
<th>HISPANIC</th>
<th>ASIAN or PACIFIC ISLANDER</th>
<th>AMERICAN INDIAN or ALASKAN NATIVE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
<td>Male</td>
<td>Female</td>
</tr>
<tr>
<td>Management</td>
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<td>Business &amp; Financial Ops</td>
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<tr>
<td>Computer Specialists</td>
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<tr>
<td>Architecture/Engineering</td>
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<tr>
<td>Office &amp; Admin Support</td>
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<tr>
<td>Bldg/Grounds Cleaning/Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp; Repair</td>
<td></td>
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<td></td>
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<tr>
<td>Material Moving Workers</td>
<td></td>
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<td></td>
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<tr>
<td><strong>TOTALS ABOVE</strong></td>
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<tr>
<td><strong>Total One Year Ago</strong></td>
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</tr>
</tbody>
</table>

**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)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

2. Check (X) any of the below listed requirements that you use as a hiring qualification (X)

- Ability to Speak or Write English
- Written Tests
- High School Diploma
- College Degree
- Union Membership
- Personal Recommendation
- Height or Weight
- Car Ownership
- Arrest Record
- Wage Garnishments

3. Describe below any other practices or actions that you take which show that you hire, train, and promote employees without discrimination

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)

Page 17 of 27
(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 capital 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 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.

2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.

3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.

4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.

5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.

6. Bids must show unit price, amount and grand total or bid may be rejected.

7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.

8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.

9. The contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.

10. 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 upon 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 purchased by the University; but the contractor shall be held liable for any excess cost occasioned thereby. 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.

6. 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.

7. 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.
MEMORANDUM

To: Vendors Conducting Business with the State of Connecticut

From: M. Jodi Rell, Governor

Subject: State Ethics Policy

Date: September 28, 2004

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

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

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

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

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

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

STATE CAPITOL, HARTFORD, CONNECTICUT 06106
TEL: (860) 566-4840 • FAX: (860) 524-7396
www.state.ct.us/governor
FORM 1

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:

<table>
<thead>
<tr>
<th>Name of Benefactor</th>
<th>Name of recipient</th>
<th>Gift Description</th>
<th>Value</th>
<th>Date of Gift</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>List information here</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

Revised 7/01/06
# 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:

<table>
<thead>
<tr>
<th>Contributor</th>
<th>Recipient</th>
<th>Amount/Value</th>
<th>Date of Contribution</th>
<th>Contribution Description</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

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
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 CONTRACTOR OR PROSPECTIVE STATE CONTRACTOR AFFIDAVIT

I am over 18 years of age and believe in and understand the obligation of an oath.

My name is _____________________________ and I am the chief executive officer of ________________

Print Name

Print Name of State Contractor or Prospective State Contractor

which is a [ ] business entity, [ ] nonprofit organization or [ ] person, (select one)

A. which [ ] currently holds a state contract as defined in Conn. Gen. Stat. §9-333n(g)(1)(C), with the following agency: ____________________________

or

Print Name of Agency

[ ] currently holds a prequalification certificate issued by the Commission of the Department of Administrative Services

OR

B. which is [ ] seeking a state contract by submitting a bid in response to a bid solicitation to the following state agency or quasi public agency: ____________________________

or

Print Name of Agency

[ ] seeking a state contract by submitting a proposal in response to a request for proposal to the following state agency or quasi public agency: ____________________________

or

Print Name of Agency

[ ] applying to the Commissioner of Administrative Services for a prequalification certificate

I hereby certify that: (1) I have informed all of the individuals within my company, entity or organization listed above who are defined as a “principal of a state contractor or prospective state contractor” in Conn. Gen. Stat. §9-333n(g)(1)(F), of the contribution and solicitation ban described in Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable; and have listed each such principal in the attached page(s) and submitted to the State Elections Enforcement Commission, (2) no individual who is a principal of a state contractor or prospective state contractor, as described in Conn. Gen. Stat. §9-333n(g)(1)(F), of my company, entity or organization will make or solicit a contribution in violation of Conn. Gen. Stat. §9-333n(g)(2)(A) and/or (B), as applicable, and (D), and (3) if any such contribution is made or solicited, my company, entity or organization listed above, 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 or if a contract has been awarded, the contracting agency may void the existing contract with such contractor and shall not extend or amend the contract for one year after the election for which the contribution is made or solicited.

SWORN AS TRUE AND COMPLETE 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

Notice: Making a false statement on this form may subject you to criminal penalties, including, but not limited to, imprisonment, a fine, or both.
Statutory Definitions

Conn. Gen. Stat. §9-333n(g)(1)(C) provides:

(C) "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 (i) the rendition of personal services, (ii) the furnishing of any material, supplies or equipment, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee.

Conn. Gen. Stat. §9-333n(g)(1)(F) provides:

(F) "Principal of a state contractor or prospective state contractor" means (i) 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, (ii) 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, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, (iv) an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child of an individual described in this subparagraph, or (vi) a political committee established by or on behalf of an individual described in this subparagraph.

Conn. Gen. Stat. §9-333n(g)(2) provides, in relevant part:

. . . (A) No principal of a state contractor or prospective state contractor, 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 or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; . . .

(B) No principal of a state contractor or prospective state contractor, with regard to a state contract, bid solicitation or request for proposals with or from the General Assembly or a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of state senator or state representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee; . . .

Conn. Gen. Stat. §9-333n(g)(2)(D) provides, in relevant part:

. . . The chief executive officer of each prospective state contractor shall: (i) Inform each individual described in subparagraph (F) of subdivision (1) of this subsection with regard to said prospective state contractor concerning the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, (ii) certify in a sworn statement that no such individual will make or solicit a contribution in violation of the provisions of subparagraph (A) or (B) of this subdivision, whichever is applicable, and this subparagraph, and (iii) 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.

Instructions

1. Complete affidavit and return to State Contracting Agency.
2. Complete List of Principals and return to the State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106.
### LIST OF PRINCIPALS

(This page may be reproduced if more than one is required)

<table>
<thead>
<tr>
<th>Contracting Agency</th>
<th>Contractor Name</th>
<th>Bid or Proposal #</th>
<th>Contract Award #</th>
<th>Contractor Contact E-Mail Address</th>
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<tr>
<th>Designation of Principal</th>
<th>First Name</th>
<th>MI</th>
<th>Last Name</th>
<th>Political Action Committees (PACs)</th>
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**Principal Key**

| Owner/Shareholder/LLC Member | O 
| Director                    | B **
| President                   | P 
| Chief Executive Officer     | CEO 
| Treasurer                   | T 
| Exec./Senior Vice President | V 
| Employee                    | E 
| Spouse                      | S 
| Dependent Child             | C 

*See statutory definition of “Principal” and Instructions on reverse side.

** Applies primarily to a business entity and not to a non-profit entity. Please review FAQs on SEEC website: [http://www.ct.gov/seec](http://www.ct.gov/seec)
LIST OF PRINCIPALS
STATE OF CONNECTICUT State Elections Enforcement Commission
FOR CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS

Instructions

General Instructions:

1. Enter the name of the Contracting Agency, the name of the Contractor, Bid, Proposal or Contract Award Numbers, as applicable, and the e-mail address of the person responsible for completion of the list of principals.
2. Enter the name (First Name, Middle Initial, Last Name) of each “principal” other than a child or spouse and indicate from the Designation Key the relationship of that principal to your organization.
3. Immediately below the name of any principal, indicate the information for any spouse or child (if any) associated with that principal.
4. Enter the name of any Political Action Committee which is established by or on behalf of any “principal”, including the entity that is the state contractor or prospective state contractor.
5. Note: SEEC Form SC 3A, List of Principals, must be submitted to State Elections Enforcement Commission, 20 Trinity St., Campaign Finance Disclosure Unit, Third Floor, Hartford, CT 06106. For additional information go to the SEEC website at www.ct.gov/seec and click on State Contractor Ban, and FAQ.

Definitions of Applicable Terms

Principals of a State Contractor that is a Business Entity
The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. Members of the Board of Directors
2. Individuals owning 5% or more of the business
3. President, Treasurer, Executive and Senior Vice Presidents
4. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
5. Spouses and dependent children of all of the above
6. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

A Business entity includes any corporation, partnership, cooperative, joint venture, trust, or any association of any kind that is engaged in the operation of a business or profit making activity. See Section 9-333a(7), General Statutes.

Principals of a State Contractor that is not a Business Entity (Note: This would include a Non Profit Organization or a sole proprietorship or professional service corporation owned by a single individual.)

The following are subject to the prohibition on making and soliciting certain campaign contributions:

1. The chief executive officer
2. Employees that have managerial or discretionary responsibilities to negotiate the state contract. See FAQ.
3. Spouses and dependent children of all of the above
4. Any political committee (PAC) registered in Connecticut to make contributions to candidates that has been established by or on behalf of any of the above individuals, or the state contractor or prospective state contractor.

**“Employees” that have managerial or discretionary responsibilities” generally refers to higher level personnel who have participated substantially (or would be responsible to do so) in the negotiation of the state contract.

**“Dependent Child” – Under the Internal Revenue Services (IRS) Code, a qualifying child for whom a dependency exemption has been claimed by a principal on the last federal income tax form filed with the IRS.

<table>
<thead>
<tr>
<th>Category of Principal</th>
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<td>Owner / Shareholder/LLC Member</td>
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<tr>
<td>Director</td>
<td>B</td>
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<tr>
<td>President</td>
<td>P</td>
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<tr>
<td>Chief Executive Officer</td>
<td>CEO</td>
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<tr>
<td>Treasurer</td>
<td>T</td>
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<tr>
<td>Executive or Senior Vice-President</td>
<td>V</td>
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<tr>
<td>*Employee</td>
<td>E</td>
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<tr>
<td>Spouse of Principal</td>
<td>S</td>
</tr>
<tr>
<td>**Dependent Children of Principal</td>
<td>C</td>
</tr>
</tbody>
</table>