Request for Proposal
# CGP121107

Flow Sorter

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<th>Date Issued</th>
<th>Bid Due Date</th>
<th>Prepared By</th>
<th>Telephone #</th>
</tr>
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<td>December 11, 2007</td>
<td>January 4, 2008 @ 2:00 p.m.</td>
<td>Cathleen G. Paquette Purchasing Agent II</td>
<td>(860) 486-2620</td>
</tr>
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Introduction
RFP #CGP121107
Flow Sorter

The University of Connecticut (hereinafter referred to as the "University") is seeking proposals from experienced and qualified vendors to furnish, deliver and set in place a Flow Sorter with proven reliability for the University’s Flow Cytometry and Confocal Microscopy Facility. The successful bidder will provide all equipment, labor, materials, tools and incidentals necessary to furnish, deliver and set in place the equipment as specified herein.

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

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

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

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

Sealed proposals will be accepted until 2:00 p.m. local time on January 4, 2008. Responses received after the deadline will not be considered.
Section I
Specifications

1.0 Equipment and Performance Requirements

A. Performance Requirement

The fluorescence activated cell sorter will be used for multicolor analysis of cell function and to sort cells for further experiments. It will be housed in space assigned to the Flow Cytometry and Confocal Microscopy Facility on the 3rd floor of the Biology/Physics building. The space available is limited and has no plumbing. Plumbing cannot be added in that part of the building. The instrument must therefore be able to fit on a bench, and must use only air-cooled lasers.

B. Minimum Specifications

1. The instrument must have at least three excitation lasers with excitation maxima of approximately 405 nm, 488 nm and 640 nm.
2. The instrument must acquire at least 10 fluorescent channels and two scatter parameters (forward scatter and side scatter).
3. The instrument must be capable of being retrofitted with additional 350 nm and 450 nm lasers for future chromosome sorting and flow karyotyping.
4. The instrument must be a bench-top instrument to fit in available space.
5. The instrument must sort cells into at least 4 populations at high rates (>=10,000 events/sec).
6. Emission filters must be user-changeable.
7. The instrument must allow collection of sorted cells into tubes, microscope slides or 96-well plates.
8. The instrument must use ONLY air-cooled lasers, as there is no provision for plumbing in the space available.
9. The instrument must use exclusively digital electronics.
10. The instrument must either not generate aerosols, or it must have an aerosol management system to allow sorting of Biosafety Level 2 samples (at a minimum).

1.1 Installation/Training

Installation and onsite training are required.

A. Respondents shall include all requirements for installation – any site preparation that may be required of the University. All equipment and manpower for delivering the instrument are the responsibility of the vendor.

B. Respondents shall provide information regarding training.

1.2 Warranty

A. The vendor shall unconditionally warrant the product as being free from defects and capable of performing to the requirements of this solicitation when operated by the University within the parameters specified in the manufacturer’s specifications.
B. Within one (1) year from final acceptance of the equipment specified hereunder, the vendor shall correct all errors subsequently discovered in the design not due to the fault and negligence of the University and without charge to the University. A copy of the warranty must accompany your firm’s bid response. In the event that a repetition of any one defect occurs, indicating the provability of further failure and which can be traced to faulty design, material or workmanship, then the vendor shall not continue to repair or replace with the same material or identical parts, but shall remedy the fault by a complete replacement of the entire defective unit.

1.3 **Extended Warranty**
Provide pricing and information for yearly service agreement beyond initial warranty.

1.4 **Additional Features**
Provide information regarding features of the instrument that are not specified herein. Provide information regarding available upgrades to the instrument that may expand its usefulness in the lab.

1.5 **Compliance with Specifications**
Firms shall provide complete specifications of the products offered. In addition, provide a point-by-point response to the specifications in Section 1.0

1.6 **Exceptions to Specifications**
The vendor shall clearly state, in the response, any exceptions to or deviations from these specifications; otherwise, the vendor will be held responsible for compliance with all specifications listed herein.

Respondents shall provide a separate, itemized list of any and all exceptions. Such list must be cross-referenced to the corresponding numbered item in this document.

1.7 **Delivery Requirements**
The vendor will be responsible for the delivery of commodities in first-class condition at the point of delivery and in accordance with good commercial practice.

Due to limited access to some Storrs Campus locations, shippers should be instructed to use straight-bodied trucks if possible. The successful vendor will be responsible for ascertaining any additional restrictions for inside delivery. Delivery shall be at a pre-arranged time to be determined between the department contact and the vendor.

1.8 **Time Table**

<table>
<thead>
<tr>
<th>Event</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>RFP Issued</td>
<td>December 11, 2007</td>
</tr>
<tr>
<td>Closing Date for Inquiries</td>
<td>December 27, 2007</td>
</tr>
<tr>
<td>Proposals Due</td>
<td>January 4, 2008</td>
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<tr>
<td>Review of Proposals</td>
<td>1 – 2 weeks</td>
</tr>
<tr>
<td>Anticipated award date</td>
<td>January 23, 2008</td>
</tr>
</tbody>
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**Section II**  
Terms and Conditions

2.0 **Prices**
Price will include all costs for freight and delivery of the equipment to the University of Connecticut Storrs Campus, F.O.B. Destination. Vendors shall provide a breakdown of component pricing, where applicable, as well as the complete package price.

2.1 **Taxes**
The University of Connecticut is exempt from Federal Excise taxes, and no payment will be made for any taxes levied on the vendor’s employees’ wages. The University is exempt from State and Local Sales and Use Taxes on the services and/or equipment supplied pursuant to this agreement.
2.2 Additional Costs
Costs associated with every aspect of labor, materials and service necessary to provide the equipment as specified herein must be included in the response. The University shall not be responsible for any costs incurred by the vendor that are not included in the response.

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

2.4 Statutory/Regulatory Compliance
The vendor shall keep informed of, and shall provide all permits and comply with all applicable laws, ordinances, rules, regulations, and orders of the state and federal governments or public bodies having jurisdiction affecting any contract that may result from this RFP.

2.5 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.

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

2.7 Immunity from Liability
Every person who is a party to this agreement is hereby notified and agrees that the University, and its agents, are immune from liability and suit for or from the vendor's activities involving third parties and arising from any contract, which may result from this solicitation.

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

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

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

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

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

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

D. If the mutually agreed upon solution is not implemented within thirty (30) days from the date of agreement, the University reserves the right to terminate the contract.
2.9 **Prevailing Law**
The terms and provisions of this RFP and any ensuing contract shall be construed in accordance with the laws of the State of Connecticut.

2.10 **Assignment/Modification**
Neither party shall have the right to assign any Agreement without the written consent of the other party. Neither may this agreement be modified except by written instrument signed by both parties hereto, upon thirty (30) days written notice to the other party.

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

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

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

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

2.14 **Executive Order No. Sixteen**
This Agreement is subject to the provisions of Executive Order No. 16 of Governor John G. Rowland promulgated August 4, 1999, and as such, the Agreement may be cancelled, terminated or suspended by the state for violation of, or noncompliance with, said Executive Order No. Sixteen. The Parties to this Agreement, as part of the consideration hereof, agree that (a) the Contractor shall prohibit employees from bringing into the state work site, except as may be required as a condition of employment, any weapon or dangerous instrument as defined in (b): (b) Weapon means any firearm, including a BB gun, whether loaded or unloaded, any knife (excluding a small pen or pocket knife), including a switchblade or other knife having an automatic spring release device, a stiletto, any police baton or nightstick or any martial arts weapon or electronic defense weapon. Dangerous instrument means any instrument, article or substance that, under the circumstances, is capable of causing death or serious physical injury. (c) The Contractor shall prohibit employees from attempting to use, or threaten to use, any such weapon or dangerous instrument in the state work site and employees shall be prohibited from causing, or threatening to cause, physical injury or death to any individual in the state work site. (d) The Contractor shall adopt the above prohibitions as work rules, violations of which shall subject the employee to disciplinary action up to and including discharge. The Contractor shall insure and require that all employees are aware of such work rules. (e) The Contractor agrees that any subcontract it enters into in furtherance of the work to be performed hereunder shall contain provisions (a) through (d) of this Section.
2.15 Executive Order No. Three
In entering into any contract resulting from this RFP, the vendor agrees to comply with Equal Employment Opportunity and Affirmative Action requirements as stipulated in Executive Order No. Three of Governor Thomas J. Mescal promulgated on June 16, 1971 and Executive Order No. Seventeen of Governor Thomas J. Mescal promulgated February 15, 1973.

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

a) The State Contracting Standards Board ("Board") may review this contract and recommend to the state contracting agency termination of this contract for cause. The State contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract not later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means: (1) a violation of the State Ethics Code (Chapter 10 of the general statutes) or section 4a-100 of the general statutes or (2) wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

b) For purposes of this Section, “contract” shall not include real property transactions involving less than a fee simple interest or financial assistance comprised of state or federal funds, the form of which may include but is not limited to grants, loans, loan guarantees, and participation interests in loans, equity investments and tax credit programs. Notwithstanding the foregoing, the Board shall not have any authority to recommend the termination of a contract for the sale or purchase of a fee simple interest in real property following transfer of title.

c) Notwithstanding the contract value listed in sections 4-250 and 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1, all State Contracts between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift and campaign contribution certification requirements of section 4-252 of the Connecticut General Statutes and section 8 of Executive Order Number 1. For purposes of this section, the term “certification” shall include the campaign contribution and annual gift affidavits required by section 8 of Executive Order Number 1.

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

Section III
Submittal of Bids

3.0 Qualification of Respondents

A. Offers will be considered from firms with a demonstrated history of successfully providing similar goods and/or services to other institutions of higher education or private sector corporations with similar volumes and needs.

B. Firms must be prepared to provide any evidence of experience, performance and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the firm's offer.

C. The University will reject any offer and void any award resulting from this solicitation to a firm who makes any material misrepresentation in their submittal.
3.1 Each firm, by submitting an offer, represents that the firm has:
   A. Read and completely understands the documents and attachments thereto.
   B. Is familiar with the conditions under which goods and/or services are to be provided, including availability and cost of goods, labor, and shipping and inside delivery to the location specified.
   C. Understands and agrees that all offers must conform to the instructions and conditions contained herein to receive consideration.

3.2 Form of Proposal
   Respondents must complete all sections of the Form of Proposal. Pricing shall be provided in accordance with Paragraph 2.0 of the RFP. Please note that the spaces provided for acknowledgement of addenda may be left blank if no addenda are issued.

3.3 Information Requirement
   Firms shall provide all documentation specified in Section I, including, but not limited to, equipment specifications, point-by-point response, warranty information and exceptions.

3.4 Substitutions
   Firms are cautioned to refrain from including in their response any substitutions that are not confirmed by written addenda.

3.5 Bidder’s Qualification Statement / References
   Complete the Bidder’s Qualification Statement including a minimum of three (3) references of institutions that have recently purchased products of the type being offered. At a minimum, the customer’s name, the name of a contact person, an e-mail address and a telephone number shall be provided.

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

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

   A. Commercial General Liability- $1,000,000 Combined Single Limit per occurrence for bodily injury, personal injury and property damage. Coverage shall include Premises and Operations, Independent Contractors, Products and Completed Operations, Contractual Liability and Board Form Property Damage coverage. If a general aggregate used, the general aggregate limit shall apply either separately to the project or the general aggregate limit shall be twice the occurrence amount.

   B. Automobile Liability- $1,000,000 Combined Single Limit Automobile Liability insurance shall be maintained against claims damages resulting from bodily injury, including wrongful death, and property damage which may arise from the operations of any owned, hired or non-owned vehicles used by or for the Contractor in any capacity in connection with carrying out this contract.

   C. Workers Compensation and Employers’ Liability- Statutory coverage in compliance with the Compensation laws of the State of Connecticut. Coverage shall include Employers’ Liability with minimum limits of $100,000 each accident, $100,000 disease-each employee and $500,000 disease-policy limit.

   D. Minimum Scope of Insurance- All Liability insurance policies shall be written on an “occurrence” basis only. All insurance coverage is to be placed with insurers authorized to do business in the State of Connecticut and must be placed with an insurer that has an A.M. Best’s Rating of no less than A-, VII. All certificates of insurance shall be filed with the University Purchasing Department on the standard Acord Certificate of Insurance form showing the specified insurance and limits. The University shall be named as an Additional Insured. The contractor’s insurer shall have no right of recovery of subrogation against the State and the contractor’s insurance shall be primary coverage.
E. The awarded contractor must provide the University Purchasing Department with a current insurance certificate. The awarded contractor shall carry insurance during the term of this contract according to the nature of the work to be performed to “save harmless” the University from any claims, suits or demands that may be asserted against it by reason of any act or omission of the contractor, subcontractor or employee of either the contractor or subcontractor in providing services of this contract.

3.7 Bidders Contract Compliance Monitoring Report
Respondents are required to submit the completed 2-page form for the State of Connecticut regardless of their location.

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

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


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

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

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


3.10 Multiple Offers
The University is seeking offers that meet its requirements as outlined in this solicitation. If more than one method of meeting these requirements is proposed, each should be labeled “primary”, “secondary”, etc. and submitted separately.

3.11 Submittal of Proposals
Offers shall be submitted as follows:

A. An original and three (3) complete copies of the proposal must be submitted to:

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

no later than 2:00 P.M. (EST), on the January 4, 2008. All offers must be submitted in a sealed parcel identified with the name and address of the firm and the designation “SEALED PROPOSAL - #CGP121107.”
B. Each firm shall be solely responsible for the delivery of their response to the University at the place and before the time as specified. No oral, telephonic or telegraphic responses will be accepted. If a response is sent by mail, allowance should be made for the time required for such transmission. The officer whose duty it is to open the responses shall decide when the specified time has arrived and no response received thereafter will be considered. Any response received after the time specified for the receipt of Responses shall not be considered and shall be returned unopened.

C. The complete response to this solicitation shall include the following documentation:

1. Form of Proposal
2. Complete specifications of the equipment offered
3. Point-by-point response to Section 1.0
4. Warranty Information
5. Extended Warranty Information
6. Installation and training information
7. Information Regarding Additional Features
8. List of exceptions to specifications or terms & conditions (if any)
9. Bidder’s Qualification Statement/References
10. Certificate of Insurance
12. Campaign and Gift Affidavit (Form 1)
13. Consulting Affidavit (Form 5)

3.12 Incomplete Packages
Failure to provide all information requested in the RFP shall be cause to reject a proposal as non-compliant.

3.13 Minor Technicalities
The University reserves the right to accept or reject any and all proposals and to waive minor technicalities if such a waiver will not substantially change the offer or provide a competitive advantage to any vendor.

3.14 Obligations
The contents of the RFP and any clarification thereto submitted by the successful firm shall become a part of the contractual obligation incorporated by reference into the ensuing contract.

3.15 Modification Or Withdrawal Of Proposals Will Be Executed As Follows:
A. A proposal shall not be modified, withdrawn or canceled by the respondent for a sixty (60) day period following the time and date assigned for the receipt of proposals 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. Such notice shall be received by the University prior to the designated date and time for receipt of Proposals. 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.

3.16 Ownership
A. Unless otherwise noted elsewhere in this document, all materials submitted in response to this solicitation shall become the property of the University of Connecticut upon delivery and are to be appended to any formal documentation that would further define or expand the contractual relationship of the University and the successful firm.

B. The laws of the State of Connecticut require that the contents of all Proposals be placed in the public domain and be opened to inspection to interested contained in all responses received; however, respondents should be aware that all materials associated with this solicitation or resulting contract are subject to the terms of the Freedom of Information Act, the Privacy Act, and all rules, regulations and interpretations resulting therefrom.
3.17 Non-acceptance
Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.

Section IV
Award

4.0 Method of Award
Each proposal will be evaluated by using a points-earned matrix. The award shall be made to the most responsive and responsible firm offering the best value and most economical proposal based on the matrix scores as determined by the University. All firms, in submitting proposals, concur with this method of award and will not, under any circumstances or in any manner, dispute any award made using this method.

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

4.1 Evaluation
Criteria to be evaluated and weighted values are as follows:

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<thead>
<tr>
<th>Criteria</th>
<th>Paragraph Reference</th>
<th>Weight</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Specification</td>
<td>1.0, 1.5</td>
<td>100 points</td>
</tr>
<tr>
<td>Additional Features</td>
<td>1.5</td>
<td>25 points</td>
</tr>
<tr>
<td>Extended Maintenance</td>
<td>1.3</td>
<td>25 points</td>
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<tr>
<td>Price</td>
<td>2.0</td>
<td>25 points</td>
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<tr>
<td>References</td>
<td>3.5</td>
<td>15 points</td>
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<tr>
<td>Training</td>
<td>1.1</td>
<td>10 points</td>
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<tr>
<td><strong>Total</strong></td>
<td></td>
<td><strong>200 points</strong></td>
</tr>
</tbody>
</table>

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

Option 1: Accept proposals as written by issuing a purchase order to the selected vendor, which refers to this solicitation and accepts the proposal as written.

Option 2: Enter into negotiations with one or more respondents in an effort to reach mutually satisfactory agreement that will be executed by both parties and will be based on this solicitation, the offer submitted by the selected firm and the negotiations concerning these. Negotiations will not include changes to prices unless negotiations change the requirements.

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

The University reserves the right to make an award 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.

The purchase order, when duly executed, will represent the entire agreement between the parties.
Cover Page for Submittal

University of Connecticut
RFP #B973534-4
Due: October 26, 2007

(Vendor Name)

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

___ Form of Proposal
___ Price breakdown of components (if applicable)
___ Complete specifications of the equipment offered
___ Point-by-point response to Section 1.0
___ Warranty Information
___ Extended Warranty/Service Information
___ Installation and training information
___ Information regarding additional features
___ List of exceptions to specifications or terms & conditions (if any)
___ Bidders Qualification Statement/References
___ Certificate of Insurance
___ Bidder Contract Compliance Monitoring Report
___ Campaign and Gift Affidavit (Form 1)
___ Consulting Affidavit (Form 5)
___ Non-discrimination Certificate
Form of Proposal  
RFP #CGP121107

To: The University of Connecticut          January 4, 2008
Purchasing Department  
3 North Hillside Road, Unit 6076
Storrs, CT  06269-6076

1. The undersigned firm, in response to the above referenced RFP, having examined the Request for Proposal, hereby proposes to furnish, deliver and install a Flow Sorter, in accordance with the specifications attached hereto. 

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

#1________________  #2 ________________   #3_______________
date     date    date

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

3. Bidder agrees that this bid shall be good and may not be withdrawn for a period of sixty (60) calendar days after the public opening and reading of the bids.

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

5. Price for equipment – per attached specifications, including all costs of freight and delivery to the University of Connecticut Campus in Storrs, CT, F.O.B. Destination:  

__________________________________________$_____________dollars

(Attach additional sheet(s) with component pricing breakdown, if applicable)

6. Payment Terms: _____________     Pricing is valid for ____ days   Delivery ______ days ARO.

7. This firm is a:

   ____ Corporation    ____ Partnership  ____ Sole Proprietorship ____ Joint Venture ____ Other

8. This firm is Certified by the State of Connecticut as:      ____ WBE  ____ MBE  ____ Set Aside

Signed this __________ day of __________________________, 20_____  Telephone #

Firm Name: ________________________________

Address: ____________________________________________

__________________________________________

Fax #

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

Authorized Signature ____________________________  E-mail

Print Name/Title: ________________________________  


BIDDER'S QUALIFICATION STATEMENT

Bid #B958083-4

All bidders are required to file this form, properly completed, WITH THEIR BID RESPONSE. Failure of a bidder to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their bid. If a question or request for information does not pertain to your organization in any way, use the symbol "NA" (Not Applicable). Use additional 8 1/2" x 11" sheets with your letterhead as necessary.

1. Indicate exactly the name by which this organization is known:

   Name ________________________________.

2. How many years has this organization been in business under its present business name?

   Years? ______________________________.

3. Indicate all other names by which this organization has been known and the length of time known by each name:

   1. ________________________________

   2. ________________________________

   3. ________________________________

4. What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?

   Commodity/Service ________________________________

   Years? __________

5. This firm is a:  _____ Corporation _____ Partnership ________ Sole Proprietorship

   ______ Joint Venture ______ Other

   ______ Women Owned ______ Minority Business _______ Set Aside Contractor
6. **Provide names** all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be **directly** involved with the contract on which you are now a bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

<table>
<thead>
<tr>
<th>Name</th>
<th>Years Years/supervisor</th>
<th>Telephone/Fax #’s</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

7. **Trade References:** Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

_________________________________________________________

_________________________________________________________

_________________________________________________________

(Attach additional sheet if necessary)

8. **References:** List at least three (3) references for sales of similar equipment, including a brief description of the work performed, the location, the name and telephone number and e-mail of a contact person familiar with the contract. Current contracts are preferred, but recently completed contracts which were performed satisfactorily will be accepted.

<table>
<thead>
<tr>
<th>Name &amp; Address</th>
<th>Date</th>
<th>Contact Person</th>
<th>Telephone #/e-mail</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>
9. Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

__________________________________________________________________________________

10. List all legal or administrative proceedings currently pending or concluded adversely within the last five years which relate to procurement or performance of any public or private service/maintenance contracts.

1. _______ Attached  2. _______ N/A

Dated at _________________________________________________________________________
this __________________________ day of __________________ 20 ________

Name of Organization: ___________________________________________
Address:   ___________________________________________

___________________________________________
Telephone:  ______________________________  Fax: ________________________
Signature  ______________________________    E Mail: _________________________
(Print Name) ______________________________
Title  ______________________________
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:

- the bidder’s success in implementing an affirmative action plan;
- 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;
- the bidder’s promise to develop and implement a successful affirmative action plan;
- 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
- 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.

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

**PART I - Bidder Information**

<table>
<thead>
<tr>
<th>Company Name</th>
<th>Bidder Federal Employer Identification Number ______________________</th>
</tr>
</thead>
<tbody>
<tr>
<td>Street Address</td>
<td>Or Social Security Number ______________________</td>
</tr>
<tr>
<td>City &amp; State</td>
<td>Major Business Activity (brief description)</td>
</tr>
<tr>
<td>Chief Executive</td>
<td>Bidder Identification (response optional/definitions on page 1)</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a small contractor. Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>(If yes, check ownership category)</td>
</tr>
<tr>
<td></td>
<td>Black___ Hispanic___ Asian American___</td>
</tr>
<tr>
<td></td>
<td>American Indian/Alaskan Native___ Iberian Peninsula___</td>
</tr>
<tr>
<td></td>
<td>Individual(s) with a Physical Disability___ Female___</td>
</tr>
</tbody>
</table>

**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**

<table>
<thead>
<tr>
<th>1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards?</th>
<th>7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 &amp; 4a-60a Conn. Gen. Stat.?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards?</th>
<th>8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. Do you notify all recruitment sources in writing of your company’s Affirmative Action/Equal Employment Opportunity employment policy?</th>
<th>9. Does your company have a mandatory retirement age for all employees?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer?</th>
<th>10. If your company has 50 or more employees, have you provided at least (2) hours of sexual harassment training to all of your supervisors?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__ NA__</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>5. Do you notify the Ct. State Employment Service of all employment openings with your company?</th>
<th>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?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__ NA__</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>6. Does your company have a collective bargaining agreement with workers?</th>
<th>12. Does your company have a written affirmative action Plan?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers?</td>
<td>If no, please explain.</td>
</tr>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td>6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct.</td>
<td>13. Is there a person in your company who is responsible for equal employment opportunity?</td>
</tr>
<tr>
<td>Yes__ No__</td>
<td>Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>If yes, give name and phone number. ___________________________</td>
</tr>
</tbody>
</table>

**PART III - Bidder Subcontracting Practices**

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

<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>
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<tr>
<td>Management</td>
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<tr>
<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/</td>
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<tr>
<td>Maintenance</td>
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<tr>
<td>Construction &amp; Extraction</td>
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<tr>
<td>Installation, Maintenance &amp;</td>
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<tr>
<td>Repair</td>
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<tr>
<td>Material Moving Workers</td>
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<tr>
<td>TOTALS ABOVE</td>
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</tbody>
</table>

**Total One Year Ago**

<table>
<thead>
<tr>
<th>FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Apprentices</td>
</tr>
<tr>
<td>Trainees</td>
</tr>
</tbody>
</table>

### 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>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
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<td></td>
<td></td>
<td></td>
<td>Arrest Record</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>Wage Garnishments</td>
</tr>
</tbody>
</table>

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

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

---

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

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

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

Campaign Contribution and Solicitation Ban
No state contractor, prospective state contractor, principal of a state contractor or principal of a prospective state contractor, with regard to a state contract or state contract solicitation with or from a state agency in the executive branch or a quasi-public agency or a holder, or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of Governor, Lieutenant Governor, Attorney General, State Comptroller, Secretary of the State or State Treasurer, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee;

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to, or solicit contributions on behalf of (i) an exploratory committee or candidate committee established by a candidate for nomination or election to the office of State senator or State representative, (ii) a political committee authorized to make contributions or expenditures to or for the benefit of such candidates, or (iii) a party committee.

Duty to Inform
State contractors and prospective state contractors are required to inform their principals of the above prohibitions, as applicable, and the possible penalties and other consequences of any violation thereof.

Penalties for Violations
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil and criminal penalties:

Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations may also be subject to civil penalties of $2000 or twice the amount of the prohibited contributions made by their principals.

Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

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

Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall result in the contract described in the state contract solicitation not being awarded to the prospective state contractor, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

The State will not award any other state contract to anyone found in violation of the above prohibitions for a period of one year after the election for which such contribution is made or solicited, unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A. 07-1 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution Ban.”
Definitions:

"State contractor" means a person, business entity or nonprofit organization that enters into a state contract. Such person, business entity or nonprofit organization shall be deemed to be a state contractor until December thirty-first of the year in which such contract terminates. "State contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Prospective state contractor" means a person, business entity or nonprofit organization that (i) submits a response to a state contract solicitation by the state, a state agency or a quasi-public agency, or a proposal in response to a request for proposals by the state, a state agency or a quasi-public agency, until the contract has been entered into, or (ii) holds a valid prequalification certificate issued by the Commissioner of Administrative Services under section 4a-100. "Prospective state contractor" does not include a municipality or any other political subdivision of the state, including any entities or associations duly created by the municipality or political subdivision exclusively amongst themselves to further any purpose authorized by statute or charter, or an employee in the executive or legislative branch of state government or a quasi-public agency, whether in the classified or unclassified service and full or part-time, and only in such person's capacity as a state or quasi-public agency employee.

"Principal of a state contractor or prospective state contractor" means (i) any individual who is a member of the board of directors of, or has an ownership interest of five per cent or more in, a state contractor or prospective state contractor, which is a business entity, except for an individual who is a member of the board of directors of a nonprofit organization, (ii) an individual who is employed by a state contractor or prospective state contractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a state contractor or prospective state contractor, which is not a business entity, or if a state contractor or prospective state contractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any state contractor or prospective state contractor who has managerial or discretionary responsibilities with respect to a state contract, (v) the spouse or a dependent child who is eighteen years of age or older of an individual described in this subparagraph, or (vi) a political committee established or controlled by an individual described in this subparagraph or the business entity or nonprofit organization that is the state contractor or prospective state contractor.

"State contract" means an agreement or contract with the state or any state agency or any quasi-public agency, let through a procurement process or otherwise, having a value of fifty thousand dollars or more, or a combination or series of such agreements or contracts having a value of one hundred thousand dollars or more in a calendar year, for (i) the rendition of services, (ii) the furnishing of any goods, material, supplies, equipment or any items of any kind, (iii) the construction, alteration or repair of any public building or public work, (iv) the acquisition, sale or lease of any land or building, (v) a licensing arrangement, or (vi) a grant, loan or loan guarantee. "State contract" does not include any agreement or contract with the state, any state agency or any quasi-public agency that is exclusively federally funded, an education loan or a loan to an individual for other than commercial purposes.

"State contract solicitation" means a request by a state agency or quasi-public agency, in whatever form issued, including, but not limited to, an invitation to bid, request for proposals, request for information or request for quotes, inviting bids, quotes or other types of submittals, through a competitive procurement process or another process authorized by law waiving competitive procurement.

"Managerial or discretionary responsibilities with respect to a state contract" means having direct, extensive and substantive responsibilities with respect to the negotiation of the state contract and not peripheral, clerical or ministerial responsibilities.

"Dependent child" means a child residing in an individual's household who may legally be claimed as a dependent on the federal income tax of such individual.

"Solici" means (A) requesting that a contribution be made, (B) participating in any fund-raising activities for a candidate committee, exploratory committee, political committee or party committee, including, but not limited to, forwarding tickets to potential contributors, receiving contributions for transmission to any such committee or bundling contributions, (C) serving as chairperson, treasurer or deputy treasurer of any such committee, or (D) establishing a political committee for the sole purpose of soliciting or receiving contributions for any committee. Solicit does not include: (i) making a contribution that is otherwise permitted by Chapter 155 of the Connecticut General Statutes; (ii) informing any person of a position taken by a candidate for public office or a public official, (iii) notifying the person of any activities of, or contact information for, any candidate for public office, or (iv) serving as a member in any party committee or as an officer of such committee that is not otherwise prohibited in this section.
INSTRUCTIONS:

Complete all sections of the form. Attach additional pages, if necessary, to provide full disclosure about any lawful campaign contributions made to campaigns of candidates for statewide public office or the General Assembly, as described herein. Sign and date the form, under oath, in the presence of a Commissioner of the Superior Court or Notary Public. Submit the completed form to the awarding State agency at the time of initial contract execution (and on each anniversary date of a multi-year contract, if applicable).

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

GIFT CERTIFICATION:

As used in this certification, the following terms have the meaning set forth below:

1) "Contract" means contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is an Annual Update, "Execution Date" means the date this certification is signed by the Contractor;
3) "Contractor" means the person, firm or corporation named as the contractor below;
4) "Applicable Public Official or State Employee" means any public official or state employee described in C.G.S. §4-252(c)(1)(i) or (ii);
5) "Gift" has the same meaning given that term in C.G.S. § 4-250(1);
6) "Planning Start Date" is the date the State agency began planning the project, services, procurement, lease or licensing arrangement covered by this Contract, as indicated by the awarding State agency below; and
7) "Principals or Key Personnel" means and refers to those principals and key personnel of the Contractor, and its or their agents, as described in C.G.S. §§ 4-250(5) and 4-252(c)(1)(B) and (C).

I, the undersigned, am the official authorized to execute the Contract on behalf of the Contractor. I hereby certify that, between the Planning Start Date and Execution Date, neither the Contractor nor any Principals or Key Personnel has made, will make (or has promised, or offered, to, or otherwise indicated that he, she or it will, make) any Gifts to any Applicable Public Official or State Employee.

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

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<th>Recipient</th>
<th>Value</th>
<th>Description</th>
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### Lawful Campaign Contributions to Candidates for the General Assembly:

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<th>Value</th>
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Sworn as true to the best of my knowledge and belief, subject to the penalties of false statement.

Printed Contractor Name ___________________________ Signature of Authorized Official ___________________________

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

Commissioner of the Superior Court (or Notary Public)

### For State Agency Use Only

Awarding State Agency ___________________________ Planning Start Date ________________ ________________

Contract Number or Description ___________________________
STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a State contract for the purchase of goods and services with a value of $50,000 or more in a calendar or fiscal year, pursuant to Connecticut General Statutes §§ 4a-81(a) and 4a-81(b)

INSTRUCTIONS:
If the bidder or vendor has entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete all sections of the form. If the bidder or vendor has entered into more than one such consulting agreement, use a separate form for each agreement. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public. If the bidder or vendor has not entered into a consulting agreement, as defined by Connecticut General Statutes § 4a-81(b)(1): Complete only the shaded section of the form. Sign and date the form in the presence of a Commissioner of the Superior Court or Notary Public.

Submit completed form to the awarding State agency with bid or proposal. For a sole source award, submit completed form to the awarding State agency at the time of contract execution.

This affidavit must be amended if the contractor enters into any new consulting agreement(s) during the term of the State contract.

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

I, the undersigned, hereby swear that I am the chief official of the bidder or vendor awarded a contract, as described in Connecticut General Statutes § 4a-81(a), or that I am the individual awarded such a contract who is authorized to execute such contract. I further swear that I have not entered into any consulting agreement in connection with such contract, except for the agreement listed below:

Consultant’s Name and Title

Name of Firm (if applicable)

Start Date

End Date

Cost

Description of Services Provided:

Is the consultant a former State employee or former public official? □ YES □ NO

If YES: ____________________________________

Name of Former State Agency

Termination Date of Employment

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

Printed Name of Bidder or Vendor

Signature of Chief Official or Individual

Date

Printed Name of Above

Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public
NON-DISCRIMINATION CERTIFICATION

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

I ______________________________, ______________________________ of ______________________________, an entity lawfully organized and existing under the laws of ______________________________, do hereby certify that the following is a true and correct copy of a resolution adopted on the ______ day of ________________, 20____ by the governing body of ______________________________, in accordance with all of its documents of governance and management and the laws of ______________________________, and further certify that such resolution has not been modified, rescinded or revoked, and is, at present, in full force and effect.

RESOLVED: That ______________________________ hereby adopts as its policy to support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

IN WITNESS WHEREOF, the undersigned has executed this certificate this _____ day of ________________, 20____.

________________________________________
(Authorized Signature)

________________________________________
(Print Name)

________________________________________
(Title)

Effective June 25, 2007
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.