University of Connecticut Purchasing Department

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

Request for Quotation
# B962358-4

Nd:YAG Pumped OPO Laser System

<table>
<thead>
<tr>
<th>Date Issued</th>
<th>Due Date</th>
<th>Prepared By</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
<tr>
<td>November 9, 2006</td>
<td>November 21, 2006</td>
<td>Cathleen G. Paquette</td>
<td>(860) 486-2620</td>
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<tr>
<td></td>
<td>@ 2:00 p.m.</td>
<td>Purchasing Agent II</td>
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</table>
Request for Quotation
#B962358-4
Nd: YAG Pumped OPO Laser System

The University of Connecticut (hereinafter referred to as the "University") is seeking quotes from experienced and qualified vendors to furnish and deliver an Nd: YAG Pumped OPO Laser System with proven reliability for the University’s Mechanical Engineering Department. 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.

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

A bidder requiring clarification or interpretation of the Request for Quotation (RFQ) 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 RFQ shall be made by addendum. Interpretations, corrections or changes of the RFQ made in any other manner shall not be binding and bidders 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 RFQ. All addenda shall be mailed or delivered to all who are known to have received the RFQ.

Quotes must be delivered to the Purchasing Department at the address above and will be accepted until 2:00 p.m. local time on November 21, 2006. Faxed quotes will be accepted. Quotes received after the deadline will not be considered.
Specifications

General Description
The University of Connecticut is seeking quotations for an Nd:YAG Pumped OPO Laser System to be used in an NSF-sponsored program to measure fluorescence from doped particles in laboratory heated flows and in plasmas. The laser system will be moved between two labs on a least several occasions, therefore a small footprint is desirable. The 355-nm or 532-nm laser directly from the Nd:YAG will be used when tuning of the laser wavelength is not required and higher powers are needed. The tunable laser emission from the OPO system will be used when specific wavelengths are required. The OPO attachment to the laser will be frequently removed, so ease of mounting and demounting the OPO and ease of realignment of the system is very important. The system will also occasionally be used for gas-phase spectroscopy, so line widths in the visible portion of the spectrum should be small.

Minimum Specifications

- Nd:YAG laser with integrated second and third harmonic generators
- Pulse energy at 355 nm of at least 80 mJ
- Pulse energy at 532 nm of at least 200 mJ
- Pulse width less than 20 ns
- Crystal ovens for protection of harmonic generators with uninterruptible power supply
- Wavelength separation optics for Nd:YAG output
- Quick mounting and demounting of separate optical parametric oscillator (OPO) system
- Flashlamp replacement possible without realignment of laser cavity
- OPO with tunable emission from at least 420 nm to at least 2 µm
- Linewidth <0.2 nm at 450 nm
- Computer control of wavelength tuning

Include complete warranty information with your response.
4. 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.
Qualification of Bidders

1. 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.

2. Bidders 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.

3. 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.

Submittal Requirements

1. The bidder shall clearly state, in the submittal, any exceptions to or deviations from these specifications; otherwise, the bidder will be held responsible for compliance with all specifications listed herein.

2. Bidders are cautioned to refrain from including in their offer any substitutions that are not confirmed by written addenda.

3. 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.

4. Price will include all costs for delivery of the goods to and/or performance of services at the specified department and shall be entered in both written and numerical form on the Form of Quote.

5. Costs associated with every aspect of labor, materials and service necessary to provide the goods and/or services as specified herein must be included in the bid. The University will not be responsible for any costs incurred by the vendor that are not included in the bid.

6. 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 goods and/or services supplied pursuant to this agreement.

7. The University’s payment terms are 2% 15 days net 45 days. These terms will be honored unless stated otherwise on the Form of Quote.

8. All offers shall include at least three (3) references for agreements of similar size and scope satisfactorily delivered, including a brief description of the item(s), the location, the name and telephone number of a contact person familiar with the purchase.

9. 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, 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.
10. Offers shall be submitted as follows:
   A. The University will receive quotes at: The Purchasing Department, 3 North Hillside Road, Unit-6076, Storrs, CT 06269-6076 until 2:00 P.M. (EST), on the date specified. Unless specified in the RFQ, all offers must be submitted in a sealed envelope.
   B. The complete response to this solicitation shall include the following documentation:
      1. Form of Quote
      2. Complete specifications of the equipment offered
      3. List of exceptions to specifications or terms & conditions (if any)

11. Each bidder shall be solely responsible for the delivery of their bid to the University at the place and before the time as specified. Any quote received after the time specified for the receipt of quotes shall not be considered and shall be returned unopened.

12. Failure to provide all information requested in the solicitation shall be cause to reject a quote as non-compliant.

13. The University reserves the right to award a contract not based on price alone but on the basis of the response which best meets the needs of the University.

14. The University expressly reserves the right to negotiate, prior to an award, any agreement that may result from this solicitation.

15. 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 quotes as written by issuing a purchase order to the selected vendor, which refers to this solicitation and accepts the quotation as written.
   Option 2: Enter into negotiations with one or more bidders 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 bidder 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.

16. The University reserves the right to reject any or all quotations submitted for consideration in whole or in part, and to waive minor technicalities, irregularities, or omissions, if, in its judgment, the best interest of the University will be served.

17. Non-acceptance of an offer shall mean that another offer was deemed more advantageous to the University, or that all offers were rejected.

18. An offer shall not be modified, withdrawn or canceled by the bidder for a sixty (60) day period following the time and date assigned for the receipt of quotes and the bidder so agrees in submitting a quote.

19. The contents of the RFQ and any clarification thereto submitted by the successful bidder shall become a part of the contractual obligation incorporated by reference into the ensuing contract.
Terms & Conditions of Award

1. 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. 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.

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

3. 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.

4. Unless specifically authorized in writing by the University's Vice Chancellor for Business & Administration 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.

5. 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 solicitation.

6. 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.

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

8. 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 that may result from this solicitation.

9. 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.
To: The University of Connecticut Purchasing Department 3 North Hillside Road, Unit 6076 Storrs, CT 06269-6076

November 21, 2006

1. The undersigned bidder, in response to your request for bid for the above referenced equipment, having examined the Request for Quote, hereby proposes to furnish and deliver an Nd:YAG Pumped OPO Laser System 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 $______________
(written amount)

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_____

Firm Name:   ________________________________________________  Telephone #
Address:   ________________________________________________  ______________
   __________________________________________________  Fax #

F.E.I.N. or Soc. Sec. #: ________________________________________________  _______________

Authorized Signature ________________________________________________
Print Name/Title:  ______________________________________________
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-811(d) of the Connecticut General Statutes. There are Contract Compliance Regulations codified at Section 46a-68j-21 through 43 of the Regulations of Connecticut State Agencies, which establish a procedure for awarding all contracts covered by Sections 4a-60 and 46a-71(d) of the Connecticut General Statutes.

According to Section 46a-68j-30(9) of the Contract Compliance Regulations, every agency awarding a contract subject to the contract compliance requirements has an obligation to "aggressively solicit the participation of legitimate minority business enterprises as bidders, contractors, subcontractors and suppliers of materials." "Minority business enterprise" is defined in Section 4a-60 of the Connecticut General Statutes as a business wherein fifty-one percent or more of the capital stock, or assets belong to a person or persons: "(1) Who are active in daily affairs of the enterprise; (2) who have the power to direct the management and policies of the enterprise; and (3) who are members of a minority, as such term is defined in subsection (a) of Section 32-9n."

"Minority" groups are defined in Section 32-9n of the Connecticut General Statutes as "(1) Black Americans... (2) Hispanic Americans... (3) persons who have origins in the Iberian Peninsula... (4) Women... (5) Asian Pacific Americans and Pacific Islanders; (6) American Indians..." An individual with a disability is also a minority business enterprise as provided by Section 4a-60g of the Connecticut General Statutes. The above definitions apply to the contract compliance requirements by virtue of Section 46a-68j-21(11) of the Contract Compliance Regulations.

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
2) Description of Job Categories (as used in Part IV Bidder Employment Information) (Page 2)

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.
| Company Name | Bidder Federal Employer Identification Number____________________ Or Social Security Number__________________ |
| Major Business Activity (brief description) | Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black___ Hispanic___ Asian American___ American Indian/Alaskan Native___ Iberian Peninsula___ Individual(s) with a Physical Disability___ Female___ |
| Bidder Parent Company (If any) | - Bidder is certified as above by State of CT Yes__ No__ |
| Other Locations in Ct. (If any) | - DAS Certification Number ___________________________ |

**PART II - Bidder Nondiscrimination Policies and Procedures**

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? **Yes** **No**
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 C. 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 C. **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 C. 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**
### PART IV - Bidder Employment Information

<table>
<thead>
<tr>
<th>JOB CATEGORY</th>
<th>MANAGEMENT</th>
<th>BUSINESS &amp; FINANCIAL OPS</th>
<th>COMPUTER SPECIALISTS</th>
<th>ARCHITECTURE/ENGINEERING</th>
<th>OFFICE &amp; ADMIN SUPPORT</th>
<th>CONSTRUCTION &amp; EXTRACTION</th>
<th>INSTALLATION, MAINTENANCE &amp; REPAIR</th>
<th>MATERIAL MOVING WORKERS</th>
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### 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)

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<th>SOURCE</th>
<th>YES</th>
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<th>% of applicants provided by source</th>
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<td>Written Tests</td>
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<td>Labor Organizations</td>
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<td>Personal Recommendation</td>
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<td>Minority/Community Organizations</td>
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<td>Others (please identify)</td>
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<td>Wage Garnishments</td>
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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.
ATTACHMENT A

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

(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions: (1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees 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 efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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 of 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 which will not be considered by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the contractor as related to the provisions of this contract.

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

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

12. The University of Connecticut is an equal opportunity employer.

AWARD AND CONTRACT

1. The University reserves the right to award by item, groups of items or total bid; to reject any and all bids in whole or in part, and to waive any informality or technical defects if, in its judgment, the best interests of the University will be served.

2. Cash discounts may be offered by bidder for prompt payment of bills, but such discount will not be taken into consideration in determining the low bidder but will be taken into consideration in awarding tie bids. The discount period will be computed from the date delivery is accepted at destination or from date correct invoice is received by the consignee, whichever is the later date.

3. ACCEPTANCE OF A BID BY THE UNIVERSITY IS NOT AN ORDER TO SHIP.

4. Each bid is received with the understanding that the acceptance in writing by the University of the offer to furnish any or all of the commodities and/or services described therein, shall constitute a contract between the bidder and the University, which shall bind the bidder on his part to furnish and deliver the articles quoted on at the prices stated and in accordance with the conditions of said accepted bid; and the University on its part to order from such contractor, except for causes beyond reasonable control; and to pay for, at the agreed prices, all articles specified and delivered.

5. In event of default by the contractor, the University reserves the right to procure the commodities and/or services from other sources, and hold the contractor liable for any excess cost occasioned thereby. If, however, public necessity requires use of material or supplies not conforming to the specifications, they may be accepted and payment therefor shall be made at a proper reduction in price.

6. The contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the contractor is not the patentee, assignee or licensee.

7. It is understood and agreed that the contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.

8. In the event there is a need for material bonding, performance bonding and/or insurance 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.