



University of Connecticut

Invitation to Bid # MF101218

Print Law School Journals

**Date Issued:
Friday October 12, 2018**

Date and Time of Bid Opening:

Friday, October 26, 2018 @ 2:00 PM EDT

Buyer: Mike Franklin
Procurement Services
3 Discovery Drive, Unit 6076
Storrs, CT 06269-6076.
Phone: (860) 486-4970
Fax: (860) 486-5051
michael.franklin@uconn.edu
www.purchasing.uconn.edu

TABLE OF CONTENTS FOR ITB # MF101218

SECTION I FORM OF BID

SECTION II COMMERCIAL PRINTING SPECIFICATIONS

SECTION III GENERAL TERMS AND CONDITIONS

SECTION IV SPECIAL PRINTING TERMS AND CONDITIONS

SECTION V ATTACHMENTS:

COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES: CONTRACT COMPLIANCE REGULATIONS – NOTIFICATION TO BIDDERS AND CONTRACT COMPLIANCE MONITORING REPORTY

INSTRUCTIONS TO BIDDERS

STATE OF CONNECTICUT TERMS AND CONDITIONS

SEEC FORM 11 – CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION

NONDISCRIMINATION CERTIFICATION – AFFIDAVIT

MANDATORY ADDIFAVITS:

- **OPM Ethics Form 1: Gift & Campaign Contribution Certification**
- **OPM Ethics Form 5: Consulting Agreement Affidavit**

CONNECTICUT ECONOMIC IMPACT FORM

GOV. RELL’S STATE ETHICS MEMORANDUM

Less pages than specified:

Less cost for minus 8-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 16-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 32-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 64-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 72-page signature:	Deduct	\$ _____/Sig/C

Cost of halftones, up to 5" x 9" \$ _____/each

Cost of line art, up to 5" x 9" \$ _____/each

Author's Alterations

Cost of author's alterations, per line, at galley proof stage: \$ _____/line

Cost of author's alterations, per line, at page proof stage: \$ _____/line

Cost of author's alterations, max per page, at galley proof stage max. \$ _____/page

Cost of author's alterations, max per page, at page proof stage: max. \$ _____/page

NOTE: For all reprints, include all costs –stock presswork, binding.

Reprints self-cover, 50 copies of each article

Cost of first 50 copies of each article: \$ _____/page

Cost for each additional 50 copies of each article: \$ _____/page

Reprints with individualized cover, 50 copies of each article

Cost of first 50 copies of each article: \$ _____/page

Cost for each additional 50 copies of each article: \$ _____/page

Difficult composition (to be billed as used)

60% or more of 8 point type on page: \$ _____/page

Tabular 11 point type: \$ _____/page

Tabular 8 point type: \$ _____/page

Cost to shrink wrap and label books for mailing (per hundred): \$ _____/C

Cost for vendor to handle mailing of books, including Addressing, inserting & sorting, excluding postage; mailing list will be provided (per hundred): \$ _____/C

Postage for second class mail permit from vendor's location must be provided at cost.

Cost to maintain computer mail list: \$ _____

2. Print Connecticut Public Interest Law Journal per the attached specifications, terms and conditions.

Two issues of 500 each

Unit Cost to print one issue (500 copies) (per hundred) \$ _____/C

Total Cost to print one issue (500 copies) \$ _____

Cost of additional copies at time of printing (per hundred): \$ _____/C

Option to print 500 each of additional issue # 3

Unit Cost to print one issue (500 copies) (per hundred): \$ _____/C

Total Cost to print one issue (500 copies) \$ _____

Specify stock being bid:

(Bidder MUST submit stock dummy with bid response otherwise your bid will be rejected)

Cost, if any, for MS Word macro as described in COMPOSITION. \$ _____/lot

If a desktop publishing program is available from vendor for agency to utilize for generating camera-ready copy, give program name and cost.

_____ \$ _____

To be used for more or less pages, defined and bid as signatures

More pages than specified:

More cost for additional 8-page signature:	Add	\$ _____/Sig/C
More cost for additional 16-page signature:	Add	\$ _____/Sig/C
More cost for additional 32-page signature:	Add	\$ _____/Sig/C
More cost for additional 64-page signature:	Add	\$ _____/Sig/C
More cost for additional 72-page signature:	Add	\$ _____/Sig/C

Less pages than specified:

Less cost for minus 8-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 16-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 32-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 64-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 72-page signature:	Deduct	\$ _____/Sig/C

Cost of halftones, up to 5" x 9" \$ _____/each

Cost of line art, up to 5" x 9" \$ _____/each

Author's Alterations

Cost of author's alterations, per line, at galley proof stage: \$ _____/line

Cost of author's alterations, per line, at page proof stage: \$ _____/line

Cost of author's alterations, max per page, at galley proof stage max. \$ _____/page

Cost of author's alterations, max per page, at page proof stage: max. \$_____/page

NOTE: For all reprints, include all costs –stock presswork, binding.

Reprints self-cover, 50 copies of each article

Cost of first 50 copies of each article: \$_____/page

Cost for each additional 50 copies of each article: \$_____/page

Reprints with individualized cover, 50 copies of each article

Cost of first 50 copies of each article: \$_____/page

Cost for each additional 50 copies of each article: \$_____/page

Difficult composition (to be billed as used)

60% or more of 8 point type on page: \$_____/page

Tabular 11 point type: \$_____/page

Tabular 8 point type: \$_____/page

Cost to shrink wrap and label books for mailing (per hundred): \$_____/C

Cost for vendor to handle mailing of books, including Addressing, inserting & sorting, excluding postage; mailing list will be provided (per hundred): \$_____/C

Postage for second class mail permit from vendor's location must be provided at cost.

Cost to maintain computer mail list: \$_____

3. Print Connecticut Journal of International Law per the attached specifications, terms and conditions.

Two issues of 375 each

Unit Cost to print one issue (375 copies) (per hundred) \$_____/C

Total Cost to print one issue (375 copies) \$_____

Cost of additional copies at time of printing (per hundred): \$_____/C

Option to print 375 each of one additional issue:

Unit Cost to print one issue (375 copies) \$_____/C

Total Cost to print one issue (375 copies) \$_____

Specify stock being bid:

(Bidder MUST submit stock dummy with bid response otherwise your bid will be rejected)

Cost, if any, for MS Word macro as described in COMPOSITION. \$ _____/lot

Cost for training to assist with conversion, *if additional*, to cost of macro: \$ _____/lot

To be used for more or less pages, defined and bid as signatures

More pages than specified:

More cost for additional 8-page signature:	Add	\$ _____/Sig/C
More cost for additional 16-page signature:	Add	\$ _____/Sig/C
More cost for additional 32-page signature:	Add	\$ _____/Sig/C
More cost for additional 64-page signature:	Add	\$ _____/Sig/C
More cost for additional 72-page signature:	Add	\$ _____/Sig/C

Less pages than specified:

Less cost for minus 8-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 16-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 32-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 64-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 72-page signature:	Deduct	\$ _____/Sig/C

Cost of halftones, up to 5" x 9" \$ _____/each

Cost of line art, up to 5" x 9" \$ _____/each

Author's Alterations

Cost of author's alterations, per line, at galley proof stage: \$ _____/line

Cost of author's alterations, per line, at page proof stage: \$ _____/line

Cost of author's alterations, max per page, at galley proof stage max. \$ _____/page

Cost of author's alterations, max per page, at page proof stage: max. \$ _____/page

NOTE: For all reprints, include all costs –stock presswork, binding.

Reprints self-cover, 50 copies of each article

Cost of first 50 copies of each article: \$ _____/page

Cost for each additional 50 copies of each article: \$ _____/page

Reprints with individualized cover, 50 copies of each article

Cost of first 50 copies of each article: \$ _____/page

Cost for each additional 50 copies of each article: \$ _____/page

Difficult composition (to be billed as used)

60% or more of 8 point type on page: \$ _____/page

Tabular 11 point type: \$ _____/page

Tabular 8 point type: \$ _____/page

Cost to shrink wrap and label books for mailing (per hundred): \$ _____/C

Cost for vendor to handle mailing of books, including Addressing, inserting & sorting, excluding postage; mailing list will be provided (per hundred): \$ _____/C

Postage for second class mail permit from vendor's location must be provided at cost.

4. Print Connecticut Law Review per the attached specifications, terms and conditions.

Four issues of 700 each

Unit Cost to print one issue (700 copies) (per hundred) \$ _____/C

Total Cost to print one issue (700 copies) (per hundred) \$ _____

Cost of additional copies at time of printing (per hundred): \$ _____/C

Option to print 700 each of one additional issue:

Unit Cost to print one issue (700 copies) (per hundred) \$ _____/C

Total Cost to print one issue (700 copies) (per hundred) \$ _____

Specify stock being bid:

(Bidder MUST submit stock dummy with bid response otherwise your bid will be rejected)

Cost, *if any*, for MS Word macro as described in COMPOSITION. \$ _____/lot

If a desktop publishing program is available from vendor for agency to utilize for generating camera-ready copy, give program name and cost.

_____ \$ _____

To be used for more or less pages, defined and bid as signatures

More pages than specified:

More cost for additional 8-page signature:	Add	\$ _____/Sig/C
More cost for additional 16-page signature:	Add	\$ _____/Sig/C
More cost for additional 32-page signature:	Add	\$ _____/Sig/C
More cost for additional 64-page signature:	Add	\$ _____/Sig/C
More cost for additional 72-page signature:	Add	\$ _____/Sig/C

Less pages than specified:

Less cost for minus 8-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 16-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 32-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 64-page signature:	Deduct	\$ _____/Sig/C
Less cost for minus 72-page signature:	Deduct	\$ _____/Sig/C

Cost of halftones, up to 5" x 9" \$_____/each
Cost of line art, up to 5" x 9" \$_____/each

Author's Alterations

Cost of author's alterations, per line, at galley proof stage: \$_____/line
Cost of author's alterations, per line, at page proof stage: \$_____/line
Cost of author's alterations, max per page, at galley proof stage max. \$_____/page
Cost of author's alterations, max per page, at page proof stage: max. \$_____/page

NOTE: For all reprints, include all costs –stock presswork, binding.

Reprints self-cover, 50 copies of each article

Cost of first 50 copies of each article: \$_____/page
Cost for each additional 50 copies of each article: \$_____/page

Reprints with individualized cover, 50 copies of each article

Cost of first 50 copies of each article: \$_____/page
Cost for each additional 50 copies of each article: \$_____/page

Difficult composition (to be billed as used)

60% or more of 8 point type on page: \$_____/page
Tabular 11 point type: \$_____/page
Tabular 8 point type: \$_____/page
Cost to shrink wrap and label books for mailing (per hundred): \$_____/C

Cost for vendor to handle mailing of books, including Addressing, inserting & sorting, excluding postage; mailing list will be provided (per hundred): \$_____/C

Postage for second class mail permit from vendor's location must be provided at cost.

Cost to maintain computer mail list: \$_____
OR
Cost to maintain computer mail list for incremental growth by 50's: \$_____
OR
Cost to maintain mail list if CT Law Review provides disk updates: \$_____

If applicable, bidders must identify what portions of the work would be subcontracted and to whom.
(See General Specifications, Item 10A)

Bidder must identify what proofing system is included in bid:

Bidders must complete the following:

Company name _____

Address _____

Telephone _____

F.E.I.N. _____

Are you: Incorporated? _____ WBE? _____

CT Set-Aside? _____ MBE? _____

Prices are valid for _____ days.
Payment terms shall be 2% 15 days, Net 45
days unless otherwise stated:

Authorized Signature

Print/Type Name Date

E-Mail Address

SECTION II

UNIVERSITY OF CONNECTICUT COMMERCIAL PRINTING SPECIFICATIONS

TITLE: Connecticut Insurance Law Journal
Up to 2 issues per year, with an option to print a 3rd issue.

QUANTITY: 250 each issue

AGENCY CONTACT PERSON AND
TELEPHONE NUMBER: Mike Franklin, 860-486-4970

GENERAL SPECIFICATIONS

FORMAT: Perfect Bound Book

SIZE: 6 ¾" x 10"

PAGES: 325
[X] Plus Cover [] Self Cover

STOCK: Cover: 80# Mohawk Options Cover stock, 100% PC, Cream (NO SUBSTITUES)
Text: 50# text stock, cream

Bidders **MUST** specify stocks being bid within SECTION I, FORM OF BID and **submit sample with their bid response**. Failure to follow this mandatory requirement may deem your bid non-compliant, jeopardizing your consideration for award.

INK: Cover: 1/0; PMS color. Large solid bleeds four edges; copy reversed out of solid.
Text: 1/1; black ink only.

COMPOSITION: Microsoft Word electronic files will be provided. Vendor will be responsible for assembling pages in printer spreads; include all costs in base bid.

The University might utilize either of the following options during the term of any contract resulting from this solicitation:

- Vendor must also have available a MS Word macro for use by the students. PLEASE NOTE: The desire is to work on the 6 ¾' x 10" page size on an 8 ½" x 11" page while they are amidst the editing stage, resulting in working documents post conversion would have the same pagination as the final bound volumes with the only difference being that the working documents would have very large margins. The macro should also remove hyperlinks from web addresses, generate tables of contents for articles and whole issues, change commas and quotation marks from "dumb quotes" to "smart quotes", ensure pagination / section headers / section footers are correct, and automatically indent and justify block quotations. This is a mandatory requirement in the event that the University elects to use the macro. Provide cost, if any for such macro in response to SECTION I, FORM OF BID.
- Vendor must also have capability to accept final copy electronically via e-mail in Adobe Acrobat PDF files.

PROOFS: Galley proofs, book proof and revised page proofs.

PRESS WORK: Cover bleeds and has large solid as described above.

BINDERY: Perfect bound.

MISCELLANEOUS: Changes will be submitted electronically, via e-mail, in PDF format.

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

Cost, if any, for MS Word macro as described in COMPOSITON.

If a desktop publishing program is available from vendor for agency to utilize for generating camera-ready copy, give program name and cost.

Cost of additional copies at time of printing (per hundred)

To be used for more or less pages, defined and bid as signatures:

More pages than specified:

- More cost for additional 8-page signature.
- More cost for additional 16-page signature.
- More cost for additional 32-page signature.
- More cost for additional 64-page signature.
- More cost for additional 72-page signature.

Less pages than specified:

- Less cost for minus 8-page signature.
- Less cost for minus 16-page signature.
- Less cost for minus 32-page signature.
- Less cost for minus 64-page signature.
- Less cost for minus 72-page signature.

Cost of halftones, up to 5" x 9"

Cost of line art, up to 5" x 9"

Cost of author's alterations, per line, at galley proof stage.

Cost of author's alterations, max per page, at galley proof stage.

Cost of author's alterations, per line, at page proof stage.

Cost of author's alterations, max per page, at page proof stage.

NOTE: For all reprints, include all costs – stock, presswork and binding.

Reprints, self-cover, 50 copies of each article:

- Cost of first 50 copies of each article.
- Cost for each additional 50 copies of each article.

Reprints, with individualized cover, 50 copies of each article:

- Cost of first 50 copies of each article.
- Cost for each additional 50 copies of each article.

Difficult composition (to be billed as used):

- 60% or more of 8 point type on page.
- Tabular 11 point type.

Tabular 8 point type.

Cost to shrink wrap and label books (per hundred).

Cost for vendor to handle mailing of books, including addressing, inserting & sorting, excluding postage. Mailing list will be provided.

NOTE: POSTAGE FOR SECOND CLASS MAIL PERMIT FROM VENDOR'S LOCATION MUST BE PROVIDED AT COST.

Cost for vendor to maintain computer mailing list.

UNIVERSITY OF CONNECTICUT
COMMERCIAL PRINTING SPECIFICATIONS

TITLE: Connecticut Public Interest Law Journal
Up to 2 issues per year, with an option to print a 3rd issue.

QUANTITY: 500 each issue

AGENCY CONTACT PERSON AND
TELEPHONE NUMBER: Mike Franklin, 860-486-4970

GENERAL SPECIFICATIONS

FORMAT: Perfect Bound Book

SIZE: 6 ¾" x 10"

PAGES: 250
[X] Plus Cover [] Self Cover

STOCK: Cover: 80# Mohawk Options Cover stock, 100% PC, Cream (NO SUBSTITUES)
Text: 50# text stock, cream

Bidders MUST specify stocks being bid within SECTION I, FORM OF BID and submit sample with their bid response. Failure to follow this mandatory requirement may deem your bid non-compliant, jeopardizing your consideration for award.

INK: Cover: 1/0; PMS color; large solid bleeds four edges; copy reversed out of solid.
Text: 1/1; black ink only.

COMPOSITION: Microsoft Word electronic files will be provided. Vendor will be responsible for assembling pages in printer spreads. Include all costs in base bid.

The University might utilize either of the following options during the term of any contract resulting from this solicitation:

- Vendor must also have available a MS Word macro for use by the students. PLEASE NOTE: The desire is to work on the 6 ¾' x 10" page size on an 8 ½" x 11" page while they are amidst the editing stage, resulting in working documents post conversion would have the same pagination as the final bound volumes with the only difference being that the working documents would have very large margins. The macro should also remove hyperlinks from web addresses, generate tables of contents for articles and whole issues, change commas and quotation marks from "dumb quotes" to "smart quotes", ensure pagination / section headers / section footers are correct, and automatically indent and justify block quotations. This is a mandatory requirement in the event that the University elects to use the macro. Provide cost, if any for such macro in response to SECTION I, FORM OF BID.
- Vendor must also have capability to accept final copy electronically via e-mail in Adobe Acrobat PDF files.

PROOFS: Galley proofs, book proof and revised page proofs.

PRESS WORK: Cover bleeds and has large solid as described above.

BINDERY: Perfect bound with drawn-on covers.

MISCELLANEOUS: Changes will be submitted electronically, via e-mail, in PDF format.

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

Cost, if any, for MS Word macro as described in COMPOSITON.

If a desktop publishing program is available from vendor for agency to utilize for generating camera-ready copy, give program name and cost.

Cost of additional copies at time of printing (per hundred)

To be used for more or less pages, defined and bid as signatures.

More pages than specified:

- More cost for additional 8-page signature.
- More cost for additional 16-page signature.
- More cost for additional 32-page signature.
- More cost for additional 64-page signature.
- More cost for additional 72-page signature.

Less pages than specified:

- Less cost for minus 8-page signature.
- Less cost for minus 16-page signature.
- Less cost for minus 32-page signature.
- Less cost for minus 64-page signature.
- Less cost for minus 72-page signature.

Cost of halftones, up to 5" x 9"

Cost of line art, up to 5" x 9"

Cost of author's alterations, per line, at galley proof stage.

Cost of author's alterations, max per page, at galley proof stage.

Cost of author's alterations, per line, at page proof stage.

Cost of author's alterations, max per page, at page proof stage.

NOTE: For all reprints, include all costs – stock, presswork and binding.

Reprints, self-cover, 50 copies of each article

Cost of first 50 copies of each article.

Cost for each additional 50 copies of each article.

Reprints, with individualized cover, 50 copies of each article:

Cost of first 50 copies of each article.

Cost for each additional 50 copies of each article.

Difficult composition (to be billed as used):

60% or more of 8 point type on page.

Tabular 11 point type.

Tabular 8 point type.

Cost to shrink wrap and label books (per hundred)

Cost for vendor to handle mailing of books, including addressing, inserting & sorting, excluding postage; mailing list will be provided.

NOTE: POSTAGE FOR SECOND CLASS MAIL PERMIT FROM VENDOR'S LOCATION MUST BE PROVIDED AT COST.

Cost for vendor to maintain computer mailing list.

UNIVERSITY OF CONNECTICUT
COMMERCIAL PRINTING SPECIFICATIONS

TITLE: Connecticut Journal of International Law
Up to 2 issues per year, with an option to print a 3rd issue.

QUANTITY: 375 each issue

AGENCY CONTACT PERSON AND
TELEPHONE NUMBER: Mike Franklin, 860-486-4970

GENERAL SPECIFICATIONS

FORMAT: Perfect Bound Book

SIZE: 6 ¾" x 10"

PAGES: 275
[X] Plus Cover [] Self Cover

STOCK: Cover: 80# Mohawk Options Cover stock, 100% PC, Cream (NO SUBSTITUES)
Text: 50# text stock, cream

Bidders MUST specify stocks being bid within SECTION I, FORM OF BID and submit sample with their bid response. Failure to follow this mandatory requirement may deem your bid non-compliant, jeopardizing your consideration for award.

INK: Cover: 1/0; PMS color. Large solid bleeds four edges; copy reversed out of solid.
Text: 1/1; black ink only.

COMPOSITION: The University might utilize either of the following options during the term of any contract resulting from this solicitation:

- Vendor must also have available a MS Word macro for use by the students. PLEASE NOTE: The desire is to work on the 6 ¾' x 10" page size on an 8 ½" x 11" page while they are amidst the editing stage, resulting in working documents post conversion would have the same pagination as the final bound volumes with the only difference being that the working documents would have very large margins. The macro should also remove hyperlinks from web addresses, generate tables of contents for articles and whole issues, change commas and quotation marks from "dumb quotes" to "smart quotes", ensure pagination / section headers / section footers are correct, and automatically indent and justify block quotations. This is a mandatory requirement in the event that the University elects to use the macro. Provide cost, if any for such macro in response to SECTION I, FORM OF BID.
- Vendor must also have capability to accept final copy electronically via e-mail in Adobe Acrobat PDF files.

PROOFS: Galley proofs, book proof and revised page proofs.

PRESS WORK: Cover bleeds and has large solid as described above.

BINDERY: Perfect bound.

MISCELLANEOUS: Changes will be submitted electronically, via e-mail, in PDF format.

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

Cost, if any, for MS Word macro for use by students to format their files.

Cost for training to assist with conversion, if additional to cost of macro.

Cost of additional copies at time of printing (per hundred)

To be used for more or less pages, defined and bid as signatures.

More pages than specified:

More cost for additional 8-page signature.

More cost for additional 16-page signature.

More cost for additional 32-page signature.

More cost for additional 64-page signature.

More cost for additional 72-page signature.

Less pages than specified:

Less cost for minus 8-page signature.

Less cost for minus 16-page signature.

Less cost for minus 32-page signature.

Less cost for minus 64-page signature.

Less cost for minus 72-page signature.

Cost of halftones, up to 5" x 9"

Cost of line art, up to 5" x 9"

Cost of author's alterations, per line, at galley proof stage.

Cost of author's alterations, max per page, at galley proof stage.

Cost of author's alterations, per line, at page proof stage.

Cost of author's alterations, max per page, at page proof stage.

NOTE: For all reprints, include all costs – stock, presswork and binding.

Reprints, self-cover, 50 copies of each article:

Cost of first 50 copies of each article.

Cost for each additional 50 copies of each article.

Reprints, with individualized cover, 50 copies of each article:

Cost of first 50 copies of each article.

Cost for each additional 50 copies of each article.

Difficult composition (to be billed as used):

60% or more of 8 point type on page.

Tabular 11 point type.

Tabular 8 point type.

Cost to shrink wrap and label books (per hundred).

Cost for vendor to handle mailing of books, including addressing, inserting & sorting, excluding postage. Mailing list will be provided.

Postage for second class mail permit from vendor's location must be provided at cost.

UNIVERSITY OF CONNECTICUT
COMMERCIAL PRINTING SPECIFICATIONS

TITLE: Connecticut Law Review
Up to 4 issues per year, with an option to print a 5th issue.

QUANTITY: 700 each issue

AGENCY CONTACT PERSON AND
TELEPHONE NUMBER: Mike Franklin, 860-486-4970

GENERAL SPECIFICATIONS

FORMAT: Perfect Bound Book

SIZE: 6 ¾" x 10"

PAGES: 425
[X] Plus Cover [] Self Cover

STOCK: Cover: 80# Mohawk Options Cover stock, 100% PC, Cream (NO SUBSTITUES)
Text: 50# text stock, cream

Bidders MUST specify stocks being bid within SECTION I, FORM OF BID and submit sample with their bid response. Failure to follow this mandatory requirement may deem your bid non-compliant, jeopardizing your consideration for award.

INK: Cover: 1/1; PMS
Text: 1/1; Black

COMPOSITION: Microsoft Word electronic files will be provided. Vendor will be responsible for assembling pages in printer spreads; include all costs in base bid.

The University might utilize either of the following options during the term of any contract resulting from this solicitation:

- Vendor must also have available a MS Word macro for use by the students.
PLEASE NOTE: The desire is to work on the 6 ¾' x 10" page size on an 8 ½" x 11" page while they are amidst the editing stage, resulting in working documents post conversion would have the same pagination as the final bound volumes with the only difference being that the working documents would have very large margins. The macro should also remove hyperlinks from web addresses, generate tables of contents for articles and whole issues, change commas and quotation marks from "dumb quotes" to "smart quotes", ensure pagination / section headers / section footers are correct, and automatically indent and justify block quotations. This is a mandatory requirement in the event that the University elects to use the macro. Provide cost, if any for such macro in response to SECTION I, FORM OF BID.
- Vendor must also have capability to accept final copy electronically via e-mail in Adobe Acrobat PDF files.

PROOFS: Book proof or dummy (to check pagination)

BINDERY: Perfect Bound

MISCELLANEOUS: Author's alterations are limited to 10% of the base cost of each issue.

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

If a desktop publishing program is available from vendor for agency to utilize for generating camera ready copy, please indicate cost. Include cost of training staff to use vendor's program.

Cost of additional copies at time of printing (per hundred).

To be used for more or less pages, defined and bid as signatures.

More pages than specified:

- More cost for additional 8-page signature.
- More cost for additional 16-page signature.
- More cost for additional 32-page signature.
- More cost for additional 64-page signature.
- More cost for additional 72-page signature.

Less pages than specified:

- Less cost for minus 8-page signature.
- Less cost for minus 16-page signature.
- Less cost for minus 32-page signature.
- Less cost for minus 64-page signature.
- Less cost for minus 72-page signature.

Cost for halftone up to 5" x 9"

Cost of line art up to 5" x 9"

Cost of author's alterations, per line, at galley proof stage.

Cost of author's alterations, max per page, at galley proof stage.

Cost of author's alterations, per line, at page proof stage.

Cost of author's alterations, max per page, at page proof stage.

For all reprints, include all costs – stock, presswork and binding.

Reprints, self-cover, 50 copies of each article:

Cost of first 50 copies of each article.

Cost for each additional 50 copies of each article.

Reprints, with individualized cover, 50 copies of each article:

Cost of first 50 copies of each article.

Cost for each additional 50 copies of each article.

Difficult composition (to be billed as used):

60% or more of 8 point type on page.

Tabular 11 point type.

Tabular 8 point type.

Cost to shrink wrap and label books.

Cost for vendor to handle mailing of books, including addressing, inserting & sorting, excluding postage. Mailing list will be provided.

NOTE: POSTAGE FOR SECOND CLASS MAIL PERMIT FROM VENDOR'S LOCATION MUST BE PROVIDED AT COST.

Cost to maintain computer mail list

OR

Cost to maintain computer mail list for incremental growth by 50's

OR

Cost to maintain mail list if Connecticut Law Review provides disk updates.

**SECTION III
GENERAL TERMS AND CONDITIONS**

1. SUBMITTAL OF BIDS:

Parties interested in submitting offers should submit their response to this Invitation to Bid (hereinafter referred to **ITB # MF101218**) no later than 2:00 PM on **October 26, 2018**. Bids must be submitted in a sealed envelope labeled “Sealed Bid No. MF101218.” Any bid received after the time specified for receipt shall not be considered and shall be returned unopened. All bids shall be submitted utilizing the enclosed Form of Bid signed by an agent authorized to contractually bind the firm submitting the bid.

Proposal Media: Enclose an electronic version of the original proposal compiled in Portable Document Format (.pdf) on a CD, DVD or USB flash drive.

2. REJECTION:

The University reserves the right to reject any or all bids submitted for consideration in whole or in part and to waive technical defects, irregularities or omissions, if, in its judgment, the best interest of the University will be served. Non-acceptance of a bid shall mean that another bid was deemed more advantageous to the University, or that all bids were rejected. Firms whose bids are not accepted will not be notified. However, after a binding contractual agreement exists, bidders may request a review of all bids by arranging an appointment with Mike Franklin, Purchasing Department.

3. ERRORS:

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

4. AWARD:

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

5. INCOMPLETE INFORMATION:

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

6. PAYMENT TERMS:

Payment terms shall be 2% 15 days net 45 days, unless otherwise on the “Form of Bid”.

7. DELIVERY:

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

8. INQUIRIES

Any questions regarding the specifications or contents of these bid documents must be submitted via email to the party outlined on the cover page of this bid no later than five (5) business days from the date of the bid opening. Any inquiries after that date will not be considered.

9. DELIVERY OF NONCONFORMING GOODS:

If the vendor fails to deliver or has delivered nonconforming goods, the University shall provide a cure notice as soon as discrepancy is identified. The vendor shall have up to five (5) business days to correct the deficiency. If the vendor continues to be in default, Purchasing will have the right to procure the correct goods from another source and charge the difference between the contracted price and the market price to the defaulting vendor.

10. FREIGHT:

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

11. QUALIFICATIONS OF BIDDERS:

- a) Bidder's facility must have complete on-site capability for printing this job. The printing portion of any contract resulting from this ITB may not be subcontracted. Additionally, bidders must identify in their bid, what portions of the work would be subcontracted and to whom.
- b) Bids will only be considered from firms or persons with a demonstrated history of successfully providing the highest quality goods and services as identified in this ITB.
- c) Prospective vendors must be prepared to provide any evidence of experience, performance ability and/or financial surety that the University deems necessary to fully establish the performance capabilities represented in the vendor's bid.
- d) Any contract resulting from this ITB may not be assigned or transferred by either party without the prior written consent of the other party.
- e) The University will reject the bid of any vendor who makes any material misrepresentation in their bid.

12. OVERRUNS:

Overruns on this job must not exceed 2%.

13. INITIAL TERM AND EXTENSION OF CONTRACT:

The initial term of the contract resulting from this ITB shall be from the date of award through June 30 of the same fiscal year. By mutual agreement of both parties, this contract may be extended for two (2) additional one (1) year periods or parts thereof, commencing July 1. Said option will be exercised only upon satisfactory performance and by mutual consent of both parties to any contract resulting from this bid. Pricing changes are subject to approval of documentation requesting the changes. Documentation to be submitted will be determined by the University. Pricing is to remain firm for the term of the contract, including extensions. Such intent to extend shall be conveyed to the vendor in writing thirty (30) days prior to the effective date.

14. TIE BIDS:

Procurement Services will resolve tie bids which are equal in all respects and tied in price by drawing lots. Whenever practical, the drawing will be held in the presence of the bidders who are tied. However, if this is not possible, the drawing will be made in front of at least three (3) witnesses and said drawing shall be documented. Whenever a tie involves a Connecticut firm and a firm outside Connecticut, the Connecticut firm will receive preference. Whenever a tie involves two or more Connecticut firms and one or more firms outside Connecticut, the drawing will be held among Connecticut firms only.

15. UNIT PRICING/PRICES:

Prices **must be stated** in the units specified or bid will be rejected as noncompliant. When a discrepancy exists between the unit price and the total amount, the unit price shall prevail.

16. MISCELLANEOUS:

- a) Printer is to submit one (1) sample of each finished publication to:
University of Connecticut
Purchasing Department
Attn: Mike Franklin
3 Discovery Drive Unit 6076
Storrs, Connecticut 06269-6076
- b) All film (including prep and stripped, final film), negatives, dies, computer media and mechanicals generated during the production of this job become the property of the University of Connecticut and must be returned upon request.

17. ADVERTISEMENT:

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

- 18. ETHICAL CONSIDERATIONS:** The proposing vendor must certify 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 ITB, if it is determined that gratuities of any

kind were either offered to, or received by, any University officer or employee contract to this policy. The authorized signatory of a submitted proposal automatically attests this to be true. **(See also Attachment of Governor Rell's Memo to Vendors Conducting Business with the State of Connecticut).**

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

19. EXECUTIVE ORDERS OF THE GOVERNOR:

Any Contract awarded pursuant to this solicitation is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

20. ETHICS AND COMPLIANCE REPORTING:

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

21. In support of this bid opportunity and to assist with any business related accommodation needs, the University recommends that all overnight visitors stay on campus at the Nathan Hale Inn. Parking is available at the Inn during your stay and includes complementary access to the campus shuttle. The Nathan Hale Inn can offer preferred rates to long term and project stays. Please contact the sales office directly at the Inn by phoning 860-427-7888. Conversely, you can view their website at www.nathanhaleinn.com.

22. NONDISCRIMINATION WARRANTIES:

An executed Nondiscrimination Certification must also be provided by the Contractor with bid submission and at the time of contract execution for all contracts/agreements with corporations and other entities, regardless of type, term, cost or value. The Certification requires the signer to disclose his/her title and certify that the Contractor has in place a properly-adopted policy, which supports the nondiscrimination requirements of Connecticut law. This Certification is required for all original contracts/agreements as well as amendments. The Nondiscrimination Certification forms can be found with the affidavits in this document or at:

http://www.ct.gov/opm/cwp/view.asp?a=2982&q=390928&opmNav_GID=1806

**SECTION IV
SPECIAL BID AND CONTRACT TERMS AND CONDITIONS
FOR PRINTING OF PUBLICATIONS AND FORMS**

1. PURCHASE ORDERS:

Purchase orders will be issued for an amount which exceeds your quotation by up to fifteen percent (15%). This is done to authorize author's alterations valued up to ten percent (10% of the original quote and up to an additional five percent (5%) for overruns. To comply with policy, invoices must be itemized to reflect 1) the job as quoted, 2) authorized author's alterations (not to exceed ten percent (10%) of the total quoted amount) and, 3) overruns (not to exceed percentage stated on the purchase order). Invoice amounts in excess of that authorized on the face of this purchase order will not be honored without prior written permission from the University of Connecticut Purchasing Department.

2. UNIVERSITY OWNERSHIP:

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

3. UNAUTHORIZED CHANGES:

GENERAL: No State employee or Contractor shall make any changes to the bid specifications of any printing contract or purchase order without prior approval from the University of Connecticut Purchasing Department.

QUANTITIES: Likewise, no State employee or Contractor shall deviate from the quantities called for in the contract without similar approval.

4. PROOFS:

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

5. DISCREPANCIES:

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

6. DELIVERY:

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

7. WARNING:

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

8. EXTENSION CLAUSE:

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

**COMMISSION ON HUMAN RIGHTS AND OPPORTUNITIES
CONTRACT COMPLIANCE REGULATIONS**

I. NOTIFICATION TO BIDDERS

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) **Definition of Small Contractor**

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

<p>MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.</p> <p>BUSINESS AND FINANCIAL OPERATIONS: These occupations include managers and professionals who work with the financial aspects of the business. These occupations include accountants and auditors, purchasing agents, management analysts, labor relations specialists, and budget, credit, and financial analysts.</p> <p>COMPUTER SPECIALISTS: Professionals responsible for the computer operations within a company are grouped in this category. Examples of job titles in this category include computer programmers, software engineers, database administrators, computer scientists, systems analysts, and computer support specialists</p> <p>ARCHITECTURE AND ENGINEERING: Occupations related to architecture, surveying, engineering, and drafting are included in this category. Some of the job titles in this category include electrical and electronic engineers, surveyors, architects, drafters, mechanical engineers, materials engineers, mapping technicians, and civil engineers.</p> <p>OFFICE AND ADMINISTRATIVE SUPPORT: All clerical-type work is included in this category. These jobs involve the preparing, transcribing, and preserving of written communications and records; collecting accounts; gathering and distributing information; operating office machines and electronic data processing equipment; and distributing mail. Job titles listed in this category include telephone operators, payroll clerks, bill and account collectors, customer service representatives, files clerks, dispatchers, shipping clerks, secretaries and administrative assistants, computer operators, mail clerks, and stock clerks.</p>	<p>BUILDING AND GROUNDS CLEANING AND MAINTENANCE: This category includes occupations involving landscaping, housekeeping, and janitorial services. Job titles found in this category include supervisors of landscaping or housekeeping, janitors, maids, grounds maintenance workers, and pest control workers.</p> <p>CONSTRUCTION AND EXTRACTION: This category includes construction trades and related occupations. Job titles found in this category include boilermakers, masons (all types), carpenters, construction laborers, electricians, plumbers (and related trades), roofers, sheet metal workers, elevator installers, hazardous materials removal workers, paperhangers, and painters. Paving, surfacing, and tamping equipment operators; drywall and ceiling tile installers; and carpet, floor and tile installers and finishers are also included in this category. First line supervisors, foremen, and helpers in these trades are also grouped in this category..</p> <p>INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.</p> <p>MATERIAL MOVING WORKERS: The job titles included in this group are Crane and tower operators; dredge, excavating, and lading machine operators; hoist and winch operators; industrial truck and tractor operators; cleaners of vehicles and equipment; laborers and freight, stock, and material movers, hand; machine feeders and offbearers; packers and packagers, hand; pumping station operators; refuse and recyclable material collectors; and miscellaneous material moving workers.</p>
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<p><u>White</u> (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.</p> <p><u>Black</u>(not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.</p> <p><u>Hispanic</u>- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.</p>	<p><u>Asian or Pacific Islander</u>- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.</p> <p><u>American Indian or Alaskan Native</u>- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.</p>
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A. BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

Company Name Street Address City & State Chief Executive	Bidder Federal Employer Identification Number _____ Or Social Security Number _____
Major Business Activity (brief description)	Bidder Identification (response optional/definitions on page 1) -Bidder is a small contractor. Yes__ No__ -Bidder is a minority business enterprise Yes__ No__ (If yes, check ownership category) Black__ Hispanic__ Asian American__ American Indian/Alaskan Native__ Iberian Peninsula__ Individual(s) with a Physical Disability__ Female__
Bidder Parent Company (If any)	- Bidder is certified as above by State of CT Yes__ No__
Other Locations in Ct. (If any)	- DAS Certification Number _____

PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__	7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__
2. Does your company have the state-mandated sexual harassment prevention in the workplace policy posted on company bulletin boards? Yes__ No__	8. Do you, upon request, provide reasonable accommodation to employees, or applicants for employment, who have physical or mental disability? Yes__ No__
3. Do you notify all recruitment sources in writing of your company's Affirmative Action/Equal Employment Opportunity employment policy? Yes__ No__	9. Does your company have a mandatory retirement age for all employees? Yes__ No__
4. Do your company advertisements contain a written statement that you are an Affirmative Action/Equal Opportunity Employer? Yes__ No__	10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__
5. Do you notify the Ct. State Employment Service of all employment openings with your company? Yes__ No__	11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__
6. Does your company have a collective bargaining agreement with workers? Yes__ No__ 6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__ 6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct? Yes__ No__	12. Does your company have a written affirmative action Plan? Yes__ No__ If no, please explain. 13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__ If yes, give name and phone number. _____ _____ _____

Part III - Bidder Subcontracting Practices

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

PART IV - Bidder Employment Information

Date:

(Page 4)

JOB CATEGORY	OVERALL TOTALS	WHITE (not of Hispanic origin)		BLACK (not of Hispanic origin)		HISPANIC		ASIAN or PACIFIC ISLANDER		AMERICAN INDIAN or ALASKAN NATIVE	
		Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Management											
Business & Financial Ops											
Computer Specialists											
Architecture/Engineering											
Office & Admin Support											
Bldg/ Grounds Cleaning/Maintenance											
Construction & Extraction											
Installation, Maintenance & Repair											
Material Moving Workers											
TOTALS ABOVE											
Total One Year Ago											
FORMAL ON THE JOB TRAINEES (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)											
Apprentices											
Trainees											

PART V - Bidder Hiring and Recruitment Practices

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

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

(Signature)	(Title)	(Date Signed)	(Telephone)
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INSTRUCTIONS TO BIDDERS

1. All bids must be submitted on and in accordance with this form. If more space is required to furnish a description of the commodities and/or services offered or delivery terms, the bidder may attach a letter hereto which will be made part of the bid.
2. Bids and amendments thereto, or withdrawal of bids submitted, if received by the University after the date and time specified for the bid opening, will not be considered.
3. Prices should be stated in units of quantity specified, with packing and delivery to destination included.
4. The time of proposed delivery must be stated in definite terms. If time of delivery for different commodities varies, the bidder shall so state.
5. Samples, when requested, must be furnished free of expense and if not destroyed, will, upon request, be returned at the bidder's risk and expense.
6. Bids must show unit price, amount and grand total or bid may be rejected.
7. Unless qualified by the provision "NO SUBSTITUTE" the use of the name of a manufacturer, brand, make or catalog designation in specifying an item does not restrict bidders to the manufacturer, brand, make or catalog designation identification. This is used simply to indicate the character, quality and/or performance equivalence of the commodity desired, but the commodity on which proposals are submitted must be of the same character, quality and/or performance equivalence that it will serve the purpose for which it is to be used equally as well as that specified. In submitting a proposal on a commodity other than as specified, bidder shall furnish complete data and identification with respect to the alternate commodity he proposes to furnish. Consideration will be given to proposals submitted on alternate commodities to the extent that such action is deemed to serve best the interests of the State. If the bidder does not indicate that the commodity he proposes to furnish is other than specified, it will be construed to mean that the bidder proposes to furnish the exact commodity described.
8. In the event that you are unable to submit a proposal against this bid, we will appreciate your advising this office to that effect. Failure to submit proposals against three consecutive bids will result in your name being removed from the mailing list, unless a specific request is made in writing for the retention of your name on said list.
9. The Contractor agrees and warrants that in the performance of this contract he will not discriminate or permit discrimination against any person or group of persons on the grounds of race, color, religion, national origin, sex, age, physical disability, including but not limited to blindness, or learning disability, unless it is shown by such Contractor that such disability prevents performance of the work involved in any manner prohibited by the laws of the United States or of the State of Connecticut, and further agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission concerning the employment practices and procedures of the Contractor as related to the provisions of this contract.
10. This contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill promulgated June 16, 1971 and, as such, this contract may be canceled, terminated or suspended by the State Labor Commissioner for violation of or noncompliance with said Executive Order No. Three, or any state or 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 therefore shall be made at a proper reduction in price.
6. The Contractor guarantees to save the University, its agents or employees, harmless from liability of any nature or kind, for use of any copyrighted or uncopyrighted composition, secret process, patented or unpatented invention, articles or appliances furnished or used in the performance of the contract, of which the Contractor is not the patentee, assignee or licensee.
7. It is understood and agreed that the Contractor shall not be held liable for any failure or delays in the fulfillment of his contract arising from strikes, fires, or acts of God, or any other cause or causes beyond his reasonable control.
8. In the event there is a need for material bonding, performance bonding and/or insurance, the bidder will provide the bonding and/or insurance when requested and do this within fifteen (15) days after receipt of our notification of apparent low bidder, otherwise, the University reserves the right to go to the next qualified bidder who can comply.

STATE of CONNECTICUT TERMS and CONDITIONS

STATUTORY AUTHORITY: 4a-52a, 10a-104, 10a-108 and 10a-151b

GOVERNING LAW: This Agreement shall be construed in accordance with and governed by the laws of the State of Connecticut.

CERTIFICATION: The State of Connecticut requires certification that the signatory has the legal authority to sign Agreements for the Contractor.

EQUAL OPPORTUNITY: THE UNIVERSITY OF CONNECTICUT is an equal opportunity employer.

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

INDEMNIFICATION: The Contractor shall indemnify and hold harmless the State of Connecticut, including any agency or official of the State of Connecticut from, and against all costs, claims, damages, or expenses, including reasonable attorney's fees, arising from its negligent acts or omissions in connection with the performance of this agreement.

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

EXECUTIVE ORDERS. The Contract is subject to the provisions of Executive Order No. Three of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. Seventeen of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. Sixteen of Governor John G. Rowland promulgated August 4, 1999, concerning violence in the workplace, all of which are incorporated into and are made a part of the Contract as if they had been fully set forth in it. At the Contractor's request, the Client Agency shall provide a copy of these orders to the Contractor. The Contract may also be subject to Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms and Executive Order No. 14 of Governor M. Jodi Rell, promulgated April 17, 2006, concerning procurement of cleaning products and services, in accordance with their respective terms and conditions.

ASBESTOS. By accepting this purchase order from the University, the Contractor certifies that all material/equipment installed in any portion of the Work will be asbestos free. The owner may perform sampling to verify all new suspect material/equipment supplied by the Contractor is asbestos free. If any material/equipment is found to contain asbestos, the Contractor shall pay for the lawful and proper removal and disposal of product(s), and re-install acceptable material/equipment all at its sole expense.

Asbestos is presumed to exist in all UConn buildings therefore **contractor activities that may disturb building materials** must be preceded by an asbestos inspection. All asbestos materials that could be impacted by the work must first be removed by appropriately trained or licensed individuals. Contact the UConn representative for information about the location of known asbestos containing materials, inspection data, or procedures for sampling. If material suspected of containing asbestos not previously identified is found during work, stop work immediately and contact the University Contract Coordinator (or call EH&S at 486-3613).

By accepting this purchase order, the Contractor certifies that the Contractor and its Subcontractors will comply with all applicable federal, state, and local environmental health and safety regulations, including the requirements of the University of Connecticut's *Environmental, Health, and Safety (EHS) Requirements for Construction, Service, and Maintenance Contractors*: http://ehs.uconn.edu/ppp/Contractor_EHS_Manual.pdf

REQUIRED AFFIDAVITS: The State of Connecticut requires a notarized Gift Affidavit, Consulting Agreement Affidavit and a Campaign Contribution Certification for all Agreements in the amount of \$50,000 or more in one fiscal or calendar year.

NON-DISCRIMINATION. (a) For purposes of this Section, the following terms are defined as follows: (i) "Commission" means the Commission on Human Rights and Opportunities; (ii) "Contract" and "contract" include any extension or modification of the Contract or contract; (iii) "Contractor" and "contractor" include any successors or assigns of the Contractor or contractor; (iv) "Gender identity or expression" means a person's gender-related identity, appearance or behavior, whether or not that gender-related identity, appearance or behavior is different from that traditionally associated with the person's physiology or assigned sex at birth, which gender-related identity can be shown by providing evidence including, but not limited to, medical history, care or treatment of the gender-related identity, consistent and uniform assertion of the gender-related identity or any other evidence that the gender-related identity is sincerely held, part of a person's core identity or not being asserted for an improper purpose; (v) "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations; (vi) "good faith efforts" shall include, but 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; (vii) "marital status" means being single, married as recognized by the State of Connecticut, widowed, separated or divorced; (viii) "mental disability" means one or more mental disorders, as defined in the most recent edition of the American Psychiatric Association's "Diagnostic and Statistical Manual of Mental Disorders", or a record of or regarding a person as having one or more such disorders; (ix) "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 members of a minority, as such term is defined in subsection (a) of Connecticut General Statutes § 32-9n; and (x) "public works contract" means any agreement between any individual, firm or corporation and the State or any political subdivision of the State other than a municipality for construction, rehabilitation, conversion, extension, demolition or repair of a public building, highway or other changes or improvements in real property, or which is financed in whole or in part by the State, including, but not limited to, matching expenditures, grants, loans, insurance or guarantees.

For purposes of this Section, the terms "Contract" and "contract" do not include a contract where each contractor is (1) a political subdivision of the state, including, but not limited to, a municipality, (2) a quasi-public agency, as defined in Conn. Gen. Stat. Section 1-120, (3) any other state, including but not limited to any federally recognized Indian tribal governments, as defined in Conn. Gen. Stat. Section 1-267, (4) the federal government, (5) a foreign government, or (6) an agency of a subdivision, agency, state or government described in the immediately preceding enumerated items (1), (2), (3), (4) or (5).

(b) (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 race, color, religious creed, age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability 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, in any manner prohibited by the laws of the United States or of the State of Connecticut; and the Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that employees are treated when employed without regard to their race, color, religious creed,

age, marital status, national origin, ancestry, sex, gender identity or expression, mental retardation, mental disability or physical disability, including, but not limited to, blindness, unless it is shown by the Contractor that such disability prevents performance of the work involved; (2) the Contractor agrees, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, to state that it 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 the Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which the Contractor has a contract or understanding, a notice to be provided by the Commission, advising the labor union or workers' 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 Connecticut General Statutes §§ 46a-68e and 46a-68f and with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes §§ 46a-56, 46a-68e and 46a-68f; and (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 relate to the provisions of this Section and Connecticut General Statutes § 46a-56. If the contract is a public works contract, the Contractor agrees and warrants that he will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works projects.

(c) Determination of the Contractor's good faith efforts shall include, but shall 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 such other reasonable activities or 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 (b) 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 a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes §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.

(f) The Contractor agrees to comply with the regulations referred to in this Section as they exist on the date of this Contract and as they may be adopted or amended from time to time during the term of this Contract and any amendments thereto.

(g) (1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or the State of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining Agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission on Human Rights and Opportunities advising the labor union or workers' 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 with each regulation or relevant order issued by said Commission pursuant to Connecticut General Statutes § 46a-56; and (4) 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 which relate to the provisions of this Section and Connecticut General Statutes § 46a-56.

(h) The Contractor shall include the provisions of the foregoing paragraph 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 a subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The Contractor shall take such action with respect to any such subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with Connecticut General Statutes § 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.

CAMPAIGN CONTRIBUTION RESTRICTIONS. For all State contracts as defined in Public Act 10-1 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 Agreement expressly acknowledges receipt of the State Elections Enforcement Commission's notice advising state contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of the notice as outlined below.

SEEC FORM 11

CONNECTICUT STATE ELECTIONS ENFORCEMENT COMMISSION Rev. 1/11

NOTICE TO EXECUTIVE BRANCH STATE CONTRACTORS AND PROSPECTIVE STATE CONTRACTORS OF CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

This notice is provided under the authority of Connecticut General Statutes §9-612(g)(2), as amended by P.A. 10-1, and is for the purpose of informing state contractors and prospective state contractors of the following law (italicized words are defined on the reverse side of this page).

CAMPAIGN CONTRIBUTION AND SOLICITATION LIMITATIONS

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 (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 (which includes town committees).

In addition, no holder or principal of a holder of a valid prequalification certificate, shall make a contribution to (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.

On and after January 1, 2011, 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 **knowingly solicit** contributions from the state contractor's or prospective state contractor's employees or from a *subcontractor or principals of the subcontractor* 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.

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—Up to \$2,000 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 up to \$2,000 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 not more than \$5,000 in fines, or both.

CONTRACT CONSEQUENCES

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

In the case of a prospective state contractor, contributions made or solicited in violation of the above prohibitions 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 shall 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 may be found on the website of the State Elections Enforcement Commission, www.ct.gov/seec. Click on the link to "Lobbyist/Contractor Limitations."

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, a loan to an individual for other than commercial purposes or any agreement or contract between the state or any state agency and the United States Department of the Navy or the United States Department of Defense.

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

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

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

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

“Subcontractor” means any person, business entity or nonprofit organization that contracts to perform part or all of the obligations of a state contractor’s state contract. Such person, business entity or nonprofit organization shall be deemed to be a subcontractor until December thirty first of the year in which the subcontract terminates. “Subcontractor” does not include (i) 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 (ii) 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 subcontractor” 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 subcontractor, 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 subcontractor, which is a business entity, as president, treasurer or executive vice president, (iii) an individual who is the chief executive officer of a subcontractor, which is not a business entity, or if a subcontractor has no such officer, then the officer who duly possesses comparable powers and duties, (iv) an officer or an employee of any subcontractor who has managerial or discretionary responsibilities with respect to a subcontract with a state contractor, (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 subcontractor.



**STATE OF CONNECTICUT
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION**

*Written or electronic certification to accompany a State contract with a value of \$50,000 or more in a calendar or fiscal year, pursuant to C.G.S. §§ 4-250 and 4-252(c); Governor M. Jodi **Roll**'s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2)*

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 if there is a change in the information contained in the most recently filed certification, such person shall submit an updated certification either (i) not later than thirty (30) days after the effective date of such change or (ii) upon the submittal of any new bid or proposal for a contract, whichever is earlier. Such person shall also submit an accurate, updated certification not later than fourteen days after the twelve-month anniversary of the most recently filed certification or updated certification.

CHECK ONE: Initial Certification 12 Month Anniversary Update (Multi-year contracts only.)
 Updated Certification because of change of information contained in the most recently filed certification or twelve-month anniversary update.

GIFT CERTIFICATION:

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

- 1) "Contract" means that contract between the State of Connecticut (and/or one or more of its agencies or instrumentalities) and the Contractor, attached hereto, or as otherwise described by the awarding State agency below;
- 2) If this is an Initial Certification, "Execution Date" means the date the Contract is fully executed by, and becomes effective between, the parties; if this is a twelve-month anniversary 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) "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, no gifts were made by (A) such person, firm, corporation, (B) any principals and key personnel of the person firm or corporation who participate substantially in preparing bids, proposals or negotiating state contracts or (C) any agent of such, firm, corporation, or principals or key personnel who participates substantially in preparing bids, proposals or negotiating state contracts, to (i) any public official or state employee of the state agency or quasi-public agency soliciting bids or proposals for state contracts who participates substantially in the preparation of bid solicitations or request for proposals for state contracts or the negotiation or award of state contracts or (ii) any public official or state employee of any other state agency, who has supervisory or appointing authority over such state agency or quasi-public agency.

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.



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

Affidavit to accompany a bid or proposal 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). For sole source or no bid contracts the form is submitted at time of contract execution.

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 contractor 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 contractor 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 there is any change in the information contained in the most recently filed affidavit not later than (i) thirty days after the effective date of any such change or (ii) upon the submittal of any new bid or proposal, whichever is earlier.

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

I, the undersigned, hereby swear that I am a principal or key personnel of the bidder or contractor awarded a contract, as described in Connecticut General Statutes § 4a-81(b), 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:

Form fields for Consultant's Name and Title, Name of Firm (if applicable), Start Date, End Date, and 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. Shaded area for Printed Name of Bidder or Contractor Signature of Principal or Key Personnel Date, Printed Name (of above), and Awarding State Agency.

Sworn and subscribed before me on this ____ day of _____, 20__.

Commissioner of the Superior Court or Notary Public

Connecticut Economic Impact Form

This form is intended to gather general Connecticut economic impact information from prospective suppliers. This form shall be updated with each solicitation. This form is for informational gathering purposes only and will not be used in the evaluation of a prospective supplier's qualifications. The information provided will be saved on-line when provided so prospective bidders will not need to submit recurring data on future bid submissions.

Date: _____

Company Name: _____

Location (City, State) of Principal Place of Business: _____

Date Registered to do Business in Connecticut: _____

Number of Connecticut Locations: _____

Number of Connecticut Employees: _____

Annual Payroll Paid to Connecticut State Residents: _____

Annual Taxes, Licenses, Fees Paid to Connecticut (this may be payroll, franchise, service taxes, etc.):

Annual Rent Paid within Connecticut or value of Real Property: _____

Annual Utilities Paid within Connecticut: _____

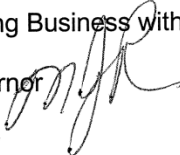
Amount paid to Major partners or suppliers in Connecticut: _____



STATE OF CONNECTICUT
EXECUTIVE CHAMBERS

M. JODI RELL
GOVERNOR

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.