ADDENDUM # 1

B978333-1, Supply and Install Deer Fence

Date: 2-26-2008

To All Prospective Bidders:

All respondents are hereby advised of the following amendments to the Request for Quotation document. Addendum 1 is hereby made an integral part of the Request for Quotation document for the subject project.

Bids submitted shall be deemed to include project information as shown in Addendum #1. Respondents shall be required to acknowledge receipt of this addendum in their bid response. Failure to acknowledge receipt of this addendum may result in rejection of the bid.

Clarification: In section 4.1.8, replace the sentence “Corners consist of two or more brace assemblies.” with “Corners will consist of four H-style brace assemblies.”

Q. What about if you hit rock or tree roots that you cannot drive a post through, it is not a problem we have rock tools but it was not covered in the bid instructions.

A. Any individual pole may be adjusted up to 3 feet to either side. There is no ledge present, therefore this should alleviate this concern. No additional charges will be allowed for rocks or roots.

Q. You say lodge pine for the posts, do you mean lodge pole pine, or will a treated yellow pine pole be good enough? The reason I ask is because they are 2 totally different types of wood, there is red pine but that is garbage and I would not recommend using it.

A. Lodge-pole Pine poles are required

Q. How did the payment work? Do you get half up front?

A. Payment is made after job completion, acceptance and receipt of invoice.

Q. Do the tops of the fence poles have to be cut to give the fence a more finished look?

A. No.

Q. How tight does the fence have to be? We normally pull the fence tight with a 4 wheel drive tractor.

A. Until the compression curves are straightened out one-half of the original curve, per manufacturers spec

Q. When did the work need to start?

A. Project completion is required by June 15, 2008. The Contractor may schedule as they see fit as long as this requirement is met.

Q. If you have work mans comp in KY will that make it alright to work in Connecticut or do you have to get it for that state?

A. The insurance requirements are spelled out in detail in the bid package.
Q. Do the poles need to be painted?
A. No.

Q. What size do the staples have to be, 1", 1-1/2" or 2".
A. 1.75" length with double barbs

Q. I see that you have something about working hours. 8-5 and no work on the weekends, do you have to do this? When we go out of state we work 7 days a week 12 hour days.
A. The University may allow work outside of its regular hours, but only with prior written approval.

Q. Since we would be coming from out of state, is there a dorm we could stay at, this would decrease the bid since we would not have to pay for hotels.
A. The Contractor is responsible for all travel, accommodations etc.

BIDDER NOTE: This addendum must be completed, signed and submitted with your bid response to be considered for award. If you have already submitted a bid, please complete the addendum and submit same in a sealed envelope, clearly marked with the bid number, response date and return address. This will be accepted as part of your response, PROVIDING IT IS RECEIVED BY THE PURCHASING DEPARTMENT BY THE TIME AND DATE SPECIFIED IN THE ORIGINAL BID DOCUMENT.

Name of Bidder: _______________________________________________
Address: ____________________________________________
_____________________________________________________
Signature and Title: __________________________________________
Date: ________________________________________________
University of Connecticut

REQUEST FOR QUOTATION

B978333-1

Supply and Install Deer Fence

Due Date:
3-4-2008  2:00pm

Issued By:  Philip Lang
Purchasing Agent I
3 North Hillside Road Unit 6076
Storrs, CT 06269-6076
Phone: (860) 486-2626
Fax: (860) 486-5051
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Attachments- Contract Compliance Forms
PART I
PROJECT OVERVIEW

The University of Connecticut Purchasing Department (hereinafter referred to as “University”) in Storrs, Connecticut is seeking bids from experienced, qualified vendors to provide approximately 9,200 linear feet of 10’ high deer fence, including all equipment, materials and labor, to meet the needs of the University.

Respondents are expected to be completely familiar with all the requirements outlined in this bid prior to submitting a bid. To simplify the award process respondents must submit bids that include all required documents in the format specified herein.

DEMOGRAPHICS

The University is comprised of the main campus located at Storrs with branch campuses in West Hartford, Waterbury, Avery Point, Torrington and Stamford, the UConn School of Law in Hartford, the UConn School of Social Work in West Hartford, the Graduate Business Learning Center in Hartford, and the UCONN Health Center (UCHC) in Farmington. In addition there are eight Cooperative Extension Offices located in Bethel, West Hartford, Torrington, Haddam, North Haven, Norwich, Vernon and Brooklyn. The requirements of this bid are for installation at the Storrs Campus.

DEFINITIONS

The words “University”, “UConn”, “Owner” or other pronouns used in their place shall mean the University of Connecticut and its various locations and affiliates.

The words “Bidder”, “Vendor”, “Contractor” and “Respondent” or other pronouns used in their place shall mean a firm responding to this Request for Quotation.
PART II
INTRODUCTION

2.0 **Scope:** The University of Connecticut (hereinafter referred to as the "University") is seeking bids from experienced and qualified vendors to provide Deer Fencing for the Plant Science Research and Teaching facility.

All fencing must be installed to the complete satisfaction of the University. A representative of the University will oversee each project to provide direction, coordination and to insure that work is completed.

2.1 **Contract Value:** The estimated budget for this project is $90,000. These figures represent only the University's best estimate.

2.2 **Term of Contract:** The University is seeking to have the requirements of this project completed by June 15, 2008.

2.3 **Attention to Terms and Conditions:** The terms and conditions included must be reviewed carefully to ensure full responsiveness to the bid. The final contract shall be, in form and substance, consistent with applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such Agreements. The failure of any respondent to receive or examine any contract, document, form or addendum shall not relieve it of any obligations with respect to its bid or any executed contract. The submission of a bid shall be conclusive evidence of the bidders understanding of the University's intent to incorporate such terms and conditions into the final contract.

2.4 **Estimated Timetable:** The following schedule will apply to this bid.

- Release of RFQ: 2-12-2008
- Closing Date for Inquires: 2-26-2008
- Bid Due Date: 3-4-2008 2:00pm

2.5 **Inquiries:** Direct all inquiries relative to the conditions and specifications listed herein to:

Philip Lang  
Purchasing Agent I  
University of Connecticut  
Purchasing Department  
3 North Hillside Road Unit 6076  
Storrs, CT 06269-6076  
Phone: (860) 486-2626  
Fax: (860) 486-5051  
email: philip.lang@uconn.edu

2.6 **Format:** Bids shall be presented in the exact format listed in section 2.7.2, this will assist in the award process and insure all documents required for bid compliance are included.

2.7 **Bid Submission:** An original and one (1) copy of the bid must be submitted in a sealed package to:

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

Labeled: Bid No. B978333-1 “Deer Fencing”

On or before 2:00 p.m. on 3-4-2008

Any bid received after the specified date and time will not be considered and will be marked “LATE BID” with documentation to that effect.

2.7.1 Submission/Opening: All responses shall be date/time stamped upon receipt in the Purchasing Department. No responsibility will be attached to any person for the premature opening of any package that is not properly identified. At the specified time stated in 2.7, all responses received shall be publicly opened.
2.7.2 Response Format: All bids must be submitted bound in 3 ring, loose leaf binders, no alternate binding methods shall be used. The required documents shall be separated by dividers and bound in the sequence shown below. Bids that do not substantially conform to this requirement, consequently altering the basis for bid comparison, may be disregarded and considered as unresponsive.

1- Brief cover letter
2- Form of Bid, completely filled out and signed, with all pricing and material lists
3- Bidders Qualification Form, completely filled out and signed
4- Required Affidavits, Gift, Campaign, Consulting and Non-discrimination
5- CHRO, Contract Compliance Forms, completely filled out and signed
6- Insurance Certificates, must meet state requirements

PART III
STANDARD TERMS AND CONDITIONS

3.0 Contract Award: Any response to this bid will be considered an offer to contract. The bidder’s signature on the Form of Bid indicates the contractor’s agreement to all the terms and conditions within the bid document. If your firm is selected as the awarded contractor, the signature on the Form of Bid constitutes the agreement between your firm and the University. After award, the University will issue a Purchase Order which constitutes the University’s agreement to this contract. No additional signatures will be required. All procurement of goods or services based on this contract will be placed using the University Purchase Order. The contractor shall not provide goods or services without receiving a Purchase Order.

3.1 Contract Termination for Cause: The University may terminate any contract for cause by providing a Notice to Cure to the Vendor citing the instances of noncompliance with the contract.

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

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

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

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

3.2 Contract Modification: Any change to the contract must be agreed upon, in writing, by both parties prior to executing any change.

3.2.1 Severability: The parties understand and agree that if a court holds any part, term or provision of this RFQ and resulting agreement to be illegal or invalid, in whole or in part, the validity of the remaining provisions shall not be affected, and parties’ right and obligations shall be construed and enforced as if the RFQ or agreement did not contain the particular invalid provision.

3.3 Contract Assignment or Subcontract: The resulting contract shall not be assigned, transferred, or sublet in whole or in part without the prior written approval of the University. Use of Subcontractors must be approved in writing by the University and Subcontractors shall meet all of the requirements included herein.

3.3.1 Acts of Subcontractors: The Contractor shall be responsible for all acts and performances of any subcontractor or secondary supplier that the bidder may engage for the completion of any contract with the University. The Contractor shall be responsible for payment to all subcontractors or secondary suppliers.

3.4 Term of Contract: The University is seeking to have the requirements of this project completed by June 15, 2008

3.5 Bid Status and Submission Information:

3.5.1 Bid Acceptance/Rejection: The University reserves the right to cancel this Bid, to reject any or all bids received, or any part thereof without penalty, to waive informalities or irregularities and to award a contract based not solely on the lowest cost, but based on an offer which, in the opinion of the University, best meets the requirements of this bid and is deemed to be in the best interest of the University. Non-acceptance of a bid means that another bid was deemed more advantageous to the University or that all bids were rejected.
3.5.2 Effective Period of Bids: Any bids submitted must remain in effect for a minimum period of ninety (90) days after the closing date to allow time for approval and award of the contract.

3.5.3 Minor Defects: If the University determines that a particular requirement may be modified or waived and still allow the University to meet the intent of this bid, the requirement will be modified or waived for all bidders, and all bids will be re-evaluated in light of the change.

3.5.4 Withdrawal or Modification of Bids: A bid shall not be modified, withdrawn or canceled by the bidder for a period of ninety (90) days following the date and time assigned for the receipt of bids. Prior to that time, bid submitted early shall be modified or withdrawn only by written notice to the University. Such written notice shall be delivered in the same manner as the response.

3.5.6 Tax Exemptions: The University is exempt from Federal Excise taxes and State and Local Sales and Use Taxes, no payment will be made for any taxes levied on the contractor's employees' wages.

3.6 Indemnification Requirements: Per Connecticut Statutes: State of Connecticut agencies i.e.: the University, may not enter into indemnification or “hold harmless” agreements. In the event of a loss by the vendor or any third party, recourse may be found through the State of Connecticut Claims Commission, as provided under Chapter 53 of the General Statutes of the State of Connecticut.

3.6.1 Hold Harmless: The bidder agrees to jointly and severally indemnify and hold the University, its successors and assigns harmless from and against all liability, loss, damage or expense including reasonable attorney's fees which the University may incur or sustain by reason of the failure of the bidder to fully perform and comply with the terms and conditions of any contract resulting from this Bid. Further, the University assumes no liability for any damage to the property, or for personal injuries, illness, disabilities or deaths the contractor, contractor's employees and any other person subject to the contractor's control, or any other person including members of the general public, caused in whole or in part, by a) contractor’s breach of any term or provision of the awarded contract; or b) any negligent or willful act or omission of the contractor, its employees or subcontractors in the performance of the awarded contract. The actions of any contractor with third parties are not binding upon the University.

3.6.2 Choice of Law and Venue: The terms and provisions of this bid and any ensuing contract shall be governed by and construed in accordance with the laws of the State of Connecticut.

3.7 Ethical Considerations: The University of Connecticut, as a public institution, is bound by legislated and mandated procurement guidelines to protect the public interest. Recent additions to these guidelines require that the majority of contracts in excess of $50,000.00 be supported by Affidavits regarding; Consulting Agreements, Gifts to State Employees, Agency Certification and Campaign Contributions. In addition contracts in excess of $500,000.00 must also be supported by an Affidavit regarding Evidence of Receipt of the Summary of State Ethics Guidelines. Information regarding these requirements can be found at the following web site: http://www.ct.gov/opm/cwp/view.asp?a=2982&q=386038&opmNav_GID=1806 All attached forms are required and must be filled out, notarized and included with your response.

3.8 Executive Orders of the Governor: This Agreement is subject to the provisions of Executive Order No. 14 of Governor M. Jodi Rell promulgated April 17, 2006. regarding the use cleaning products having properties that minimize potential impacts on human health and the environment, Executive Order No. 7C of Governor M. Jodi Rell, promulgated July 13, 2006, concerning contracting reforms, Executive Order No. 3 of Governor Thomas J. Meskill, promulgated June 16, 1971, concerning labor employment practices, Executive Order No. 17 of Governor Thomas J. Meskill, promulgated February 15, 1973, concerning the listing of employment openings and Executive Order No. 16 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 this agreement as if they had been fully set forth herein. For complete text of said documents, please go to: http://www.ct.gov/governorrell/cwp/browse.asp?a=1719&bc=0&c=18433&governorrellNav=|41880

3.9 Whistle Blower Protection: 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 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. In addition 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.
Federal, State and Local Licenses, Permits and Taxes: The successful Contractor will comply with all laws and regulations regarding licenses, permits and taxes. Contractor shall keep fully informed of and shall faithfully observe all laws, national and state and local, and all ordinances and regulations affecting responsibility to the University, or affecting the rights of contractor’s and subcontractors employees.

Waiver of Rights: No delay or failure to enforce any provision of this agreement shall constitute a waiver or limitation of the University’s rights under any resulting contract.

Warranty: The bidder warrants that the goods or services supplied hereunder will be of good workmanship and of proper materials, free from defects and in accordance with requirements. Services which do not meet the University’s standards will be performed again until standards are met.

Representations: Each firm, by submitting a bid, represents that it: Has read and completely understands the bid document and is totally familiar with the conditions under which goods and services are to be provided including availability and cost of labor and materials.

Repairs to Property Damage: Facilities damaged during service by the Contractor, the Contractor’s agents or employees, shall be repaired and left in good condition (as found). All repairs shall be accomplished at no cost to the University.

Delivery Requirements: It is preferable that deliveries be made utilizing straight bodied trucks. Driving on sidewalks, unless otherwise posted, is forbidden. In those areas where sidewalk driving is permitted, drivers must employ adequate care so as to avoid driving on adjacent green spaces. To safeguard the students, faculty and staff, as well as the aesthetic beauty of the University.

All Bidders are reminded that the following rules must be followed when operation vehicles on University property:
- Driving speeds on campus shall be kept at a maximum of 25 mph.
- Pedestrians have the right of way at all times.
- All traffic signs, lights or other indicators, including parking signs, shall to be obeyed.

Delivery Routes and Coordination - It is the Contractor’s responsibility to measure all access routes to intended delivery areas, and to notify the University of any anticipated delivery difficulties prior to scheduling deliveries, and be responsible for coordinating delivery with the appropriate person(s).

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

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

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

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

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

3.17 Advertising: By submitting a bid, the bidder agrees that unless specifically authorized in writing by the University on a case by case basis, that it 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 the contractor’s product or services.

3.18 Joint Venture: Bids submitted by firms under “joint venture” arrangements or other multi-party agreements must include a power of attorney delegating authority to one principal with authority to negotiate and execute any/all contract documents resulting from the bid.

3.19 Responsibility for Those Performing the Work: The Contractor shall be responsible for the acts and omissions of all the Contractor’s employees and all subcontractors, their agents and employees as well as all other persons performing any of the work under this contract. The Vendor shall at all times enforce strict discipline and good order among the Contractor’s employees and shall not employ any unfit person or anyone not skilled in the task assigned. The Contractor, when so determined by the University shall dismiss incompetent or incorrigible employees from the project, and such persons shall be prohibited from returning to the project without written consent of the University.

3.20 Formation of Agreement: The University will take the following actions in order to form an agreement between the University and the selected bidder:

3.20.1 Accept the bid(s) as submitted by issuing a written "University Contract Award" to the selected bidder(s) which refers to this RFQ and accepts the bid as submitted.

3.20.2 The contractor’s signature on the Form of Bid indicates the contractor’s agreement to all the terms and conditions listed within the bid. If your company is selected as the awarded contractor, the signature on the Form of bid constitutes the agreement between your company and the University. Once the contract is awarded, the University will issue a University Contract Award document that constitutes the University’s signed agreement to this contract. No additional signatures will be required.

3.21 Quotations/Invoices/Acknowledgments/Packing Slips: Each of these documents must be itemized and show appropriate purchase order number and the contract number. Additionally, invoices must be itemized and presented in a format acceptable to the University.

3.22 Non-Appropriation of Funds: Notwithstanding any other provision of this bid or any ensuing contract, if funds required for the continued fulfillment of the contract are at any time not forthcoming or insufficient, either through the failure of the Connecticut Legislature to provide funds or alteration of the program under which funds were provided, then the University shall have the right to terminate the contract without penalty by giving not less than thirty (30) days advance written notice documenting this lack of funding. Unless otherwise agreed to, the contract shall become null and void on the last day of the fiscal year for which appropriations were received; except that if an appropriation to cover the costs of this contract becomes available within sixty (60) days subsequent to termination under this clause, the University agrees to re-establish a contract with the vendor whose contract was terminated under the same provisions, terms and conditions of the original contract.

3.23 Remedies upon Default: In any case where the bidder has failed to deliver or has delivered nonconforming goods or services, the University shall provide a "Notice to Cure". If after the notice the bidder continues to be in default, the University may procure goods or services as substitution from another source and charge the cost difference to the defaulting bidder.

3.23.1 Collection for Default: The attorney general shall be requested to make collection from any defaulting bidder pursuant to the proceeding paragraph.

3.24 Qualification of Vendors: Bids will only be considered from bidders with a demonstrated history of experience in successfully providing goods and services to Institutions of higher education or other large customers/contracts whose requirements are similar in size and scope to those of the University. Bidders should include with their response information that will demonstrate their overall ability to perform services as detailed within this document.
3.24.1 The bidder shall have the proper experience to provide good and services as listed within the bid. The successful bidder must have provided services of this type for a minimum of five years. Bidders should document their compliance to this requirement within their bid.

3.24.2 The University will reject the bid of any vendor and void any contract resulting from this solicitation to any bidder who makes any material misrepresentation in their bid.

3.25 Use of Premises: Contractor shall assume responsibility for the protection and safekeeping of their property stored on the site. Contractor shall be strictly limited in access to those portions of the University directly required for the performance of the contract.

3.26 Payment Terms: Terms shall be 2% 15 days Net 45 days; any exception shall be so noted by the vendor on the Form of Bid.

3.27 References: The bidder shall include the minimum of three (3) references, where they have provided similar contracts of this size and scope. These references shall include the Institution/Firm name, contact person responsible for the project, telephone number, and accurate email address. References shall be provided on the Bidders Qualification Form furnished with the bid documents.

3.28 Work Hours: All work shall be performed during normal working hours, except as otherwise directed or approved by the University. Normal working hours is defined to be between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday.

3.29 Waste Materials: The contractor shall at all times keep the premises free from accumulation of waste materials or rubbish caused by their operation and shall be responsible for the collection, removal and disposal of such waste and packaging from the site, and for the proper recycling of same when required.

3.30 Disputes: Disputes between the contractor and the University which cannot be resolved at the departmental level shall be referred to the University Purchasing Department for mediation.

3.31 Provisions of this Contract Required by Connecticut General Statutes 4a-60
(a) Every contract to which the State or any political subdivision of the State other than a municipality is a party shall contain the following provisions:
(1) The Contractor agrees and warrants that in the performance of the contract such Contractor will not discriminate or permit discrimination against any persons or group of persons on the grounds of race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, genetic information or physical disability, including but not limited to blindness, unless it is shown by such Contractor that such disability prevent performance of the work involved, in any manner prohibited by the laws of the United States or of the State of Connecticut. The Contractor further agrees to take affirmative action to insure that applicants with job-related qualifications are employed and that the employees are treated when employed without regard to their race, color, religious creed, age, marital status, national origin, ancestry, sex, mental retardation, mental disability, genetic information or physical disability including but not limited to blindness, unless it is shown by such Contractor that such disability prevents performance of the work involved; (2) the Contractor to state that is an "affirmative action-equal opportunity employer" in accordance with regulations adopted by the Commission; (3) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission advising the labor union or worker's representative of the Contractor's commitments under this section, and to post copies of the notice in conspicuous places available to employees and applicants for employment; (4) the Contractor agrees to comply with each provision of this section and sections (46a-68e) and (46a-68f) and with each regulation or relevant order issued by said Commission pursuant to sections (46a-56),(46a-68e) and (46a-68f); (5) the contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission , and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project.
(b) For purposes of this section, "Minority Business Enterprise" means any small Contractor or supplier of materials fifty-one percent or more of the capital stock, if any, or assets of which is owned by a person or persons: (1) who are active in the daily affairs of the enterprise, (2) Who have the power to direct the management and policies of the enterprise and (3) who are member of a minority, as such term is defined in subsection (a) of section (32-9n); and "good faith efforts" shall include, but shall not be limited to, those reasonable initial efforts necessary to comply with statutory or regulatory requirements and additional or substituted efforts when it is determined that such initial efforts will not be sufficient to comply with such requirements.
(c) Determination of a Contractor's good faith efforts shall include but not be limited to the following factors: The Contractor's employment and subcontracting policies, patterns and practices; affirmative advertising, recruitment and training; technical assistance activities and other such reasonable activities efforts as the Commission may prescribe that are designed to ensure the participation of minority business enterprises in public works projects.

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

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

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

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

(b) The Contractor agrees to provide the Commission on Human Rights and Opportunities with such information requested by the Commission, and permit access to pertinent books, records and accounts, concerning the employment practices and procedures of the Contractor as related to the provisions of this section and section (46a-56). If the contract is a public works contract, the Contractor agrees and warrants that they will make good faith efforts to employ minority business enterprises as subcontractors and suppliers of materials on such public works project. (c) The Contractor shall include the provisions of subsection (a) of this section in every subcontract or purchase order entered into in order to fulfill any obligation of a contract with the State and such provisions shall be binding on the subcontractor, vendor or manufacturer unless exempted by regulations or orders of the Commission. The contractor shall take such action with respect to any subcontract or purchase order as the Commission may direct as a means of enforcing such provisions including sanctions for noncompliance in accordance with section (46a-56); provided, if such Contractor becomes involved in, or is threatened with litigation with a subcontractor or vendor as a result of such direction by the Commission, the Contractor may request the State of Connecticut to enter into any such litigation or negotiation prior thereto to protect the interests of the State and the State may so enter.
Elections Commission Requirements: With regard to a State contract as defined in P.A. 07-1 having a value in a
calendar year of $50,000 or more or a combination or series of such agreements or contracts having a value of
$100,000 or more, the authorized signatory to this submission in response to the State's solicitation expressly
acknowledges receipt of the State Elections Enforcement Commission's notice advising prospective state
contractors of state campaign contribution and solicitation prohibitions, and will inform its principals of the contents of
the notice. See SEEC Form 11.

SEEC FORM 11

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

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

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

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

Penalties for Violations
Contributions or solicitations of contributions made in violation of the above prohibitions may result in the following civil
and criminal penalties:
Civil penalties—$2000 or twice the amount of the prohibited contribution, whichever is greater, against a principal or a
contractor. Any state contractor or prospective state contractor which fails to make reasonable efforts to comply with
the provisions requiring notice to its principals of these prohibitions and the possible consequences of their violations
may also be subject to civil penalties of $2000 or twice the
amount of the prohibited contributions made by their principals.
Criminal penalties—Any knowing and willful violation of the prohibition is a Class D felony, which may subject the
violator to imprisonment of not more than 5 years, or $5000 in fines, or both.

Contract Consequences
Contributions made or solicited in violation of the above prohibitions may result, in the case of a state contractor, in the
contract being voided.
Contributions made or solicited in violation of the above prohibitions, in the case of a prospective state contractor, shall
result in the contract described in the state contract solicitation not being awarded to the prospective state contractor,
unless the State Elections Enforcement Commission determines that mitigating circumstances exist concerning such
violation. The State will not award any other state contract to anyone found in violation of the above prohibitions for a
period of one year after the election for which such contribution is made or solicited, unless the State Elections
Enforcement Commission determines that mitigating circumstances exist concerning such violation.

Additional information and the entire text of P.A 07-1 may be found on the website of the State Elections Enforcement
Commission, www.ct.gov/seec. Click on the link to “State Contractor Contribution B
PART IV
REQUIREMENTS AND SUPPLEMENTAL TERMS AND CONDITIONS

4.0 Scope: The intent of this bid is to procure the supply and installation of a perimeter woven wire game fence at the University of Connecticut Plant Science Research and Education Facility located on Agronomy Road in Storrs, Connecticut.

A site visit is encouraged. To arrange a site visit contact Steve Olsen @ 860-486-8519

4.1 Specifications: The fence will be ten (10) feet high and approximately 9,200 linear feet. To include;

4.1.1 The wire will be Bekaert Solidlock Game Fence with class three galvanization (product # 23-120-6) or approved equal. Complete specifications for alternates must be supplied with your bid.

4.1.2 Wire will be attached to posts with galvanized double barbed staples.

4.1.3 The fence enclosure will have twelve (12) corner assemblies and four (4) areas of additional posts used for curve in fence.

4.1.4 All posts will be lodge pine and have a 0.40 CCA 4 and 30 pressure treatment or equivalent.

4.1.5 All posts will be driven in entirely using Kinghitter or equivalent post pounder. No partial or complete auguring permitted. Tracked skid steer loader and post pounder preferred.

4.1.6 All line posts will be 4” to 5” diameter by 14’ long and placed every twenty (20) feet and driven in to a minimum depth of three (3) feet.

4.1.7 Corner, end, gate and brace posts will be 5” to 6” diameter by 14’ long and driven in to a minimum depth of four (4) feet.

4.1.8 There will be a total of twelve (12) corner assemblies. Each brace assemblies will be twelve (12) feet long. Corners consist of two or more brace assemblies.

4.1.9 All rail posts will be 4” to 5” diameter by 12’ long

4.1.10 All gates will be constructed of galvanized tubing having a maximum of 4” by 4” wire mesh face or equivalent and be a minimum of eight feet, two inches (98”) high to offer entry and height protection. All necessary hardware and gate-brace assemblies will be included.

4.1.11 Main entrance gate (Agronomy Road) will be sixteen (16) foot wide. Three (3) additional gates will be twelve feet wide. One twelve (12) foot gate will be located at a corner. All other gates will not be at a corner. Closing hardware must be able to be secured with a padlock.

4.1.12 Main entrance gate and one (1) west side gate will have deer grates installed prior to fence installation by owner. The fence will be installed to the corner of each side of the deer grate and run parallel along the sides of each deer grate.

4.1.13 Main Agronomy Road entrance will have a walk through door on the south side of the main sixteen (16) foot gate.

4.1.14 Fence installation will include all necessary material for proper strength and integrity for 9,200 linear feet.

4.1.15 Adequate staging space on-site will be provided by UConn.

4.1.16 All deliveries, unloading, and moving of materials will be the responsibility of the contractor.

4.1.17 Fence line area will be prepared for fence installation prior to arrival.
University of Connecticut
Purchasing Department, Unit 6076
3 North Hillside Road
Storrs, CT 06269-6076

Date: 3-4-2008

The undersigned respondent, in response to your Request for Quotation for the above contract, having examined the bid documents and being familiar with the conditions surrounding the proposed contract, including the availability of labor and supplies, hereby propose to provide items/services in accordance with these documents and submit for your consideration the mark-up and prices as shown on attached Form of Bid.

The following documents must be included in your response:

___ Form of Bid, completely filled out and signed
___ Materials list
___ Bidders Qualification Form, completely filled out and signed
___ Required Affidavits, Gift, Campaign, Consulting and Non-discrimination
___ CHRO, Contract Compliance Forms, completely filled out and signed
___ Insurance Certificates, must meet state requirements

We hereby acknowledge receipt of the following addenda, which are made a part of the bid documents:
Addendum: 1 Dated ________ 2 Dated ________ 3 Dated ________

Materials Cost $___________________________ (supply materials list)
Labor Cost $___________________________
Total Cost $___________________________

Project completion time ARO _______________________ Days

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

6.1 Indicate exactly the name by which this organization is known:
Name ____________________________.

6.2 How many years has this organization been in business under its present business name?
Years? ____________________________

6.3 Indicate all other names by which this organization has been known and the length of time known by each name:
1. ____________________________ 2. ____________________________ 3. ____________________________

6.4 What is the primary commodity/service provided by this business? How many years has this organization been in business providing this commodity/service?
Commodity/Service ____________________________ Years? ______________

6.5 This firm is a: ____ Corporation _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____ Other
This firm is: _____Women Owned _____ Minority Business _____ Connecticut Set Aside Contractor

6.6 Provide names all supervisory personnel, such as Principals, Supervisors, and Sales Representatives, who will be directly involved with the contract on which you are now a Bidder. Indicate the number of years of experience and number of years of which they have been in a Supervisory capacity.

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6.7 Provide References. Include three (3) institutions (educational if possible), where your organization is currently providing services of the type you are proposing. Please include name, title, telephone number and accurate Email address of a contact person at each institution.

Reference #1
Company ____________________________
Contact ____________________________ Telephone No. ____________________________
Email ____________________________

Reference #2
Company ____________________________
Contact ____________________________ Telephone No. ____________________________
Email ____________________________

Reference #3
Company ____________________________
Contact ____________________________ Telephone No. ____________________________
Email ____________________________
6.8 Trade References: Names, addresses and telephone numbers of several firms with whom your organization has regular business dealings:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

(Attach additional sheet if necessary)

6.9 Has your organization ever failed to complete a contract, or has any officer or partner of your organization ever been an officer or partner of another organization that failed to complete a contract? If so, indicate the circumstances leading to the project failure and the name of the company which provided the bonding for the failed contract(s):

________________________________________________________________________

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

1. _______ Attached  2. _______ N/A

Dated at ____________________________________________

this _______ day of ____________________________ 2008

Name of Organization: ____________________________________________

Address: ____________________________________________

________________________________________________________________________

Telephone: ___________________  Fax: ___________________

Provide 800 Telephone and Fax numbers, if available

Signature ____________________________________________

(Print Name) ____________________________________________

Title ____________________________________________
PART VII
REQUIRED AFFIDAVITS

7.0 **Required Affidavits:** The attached documents must be completed, signed and notarized to have your response considered compliant.

7.1 Gift, Campaign, Consulting and Non-discrimination affidavits are required in all responses.

MEMORANDUM

TO: All potential contractors

FROM: University of Connecticut Purchasing Department

In the continued quest for open, fair and transparent government and contracting, Governor Rell has issued Executive order 7C which mandates that all State Agencies obtain affidavits regarding the use of Consulting Contracts and giving of Gifts to State Employees/Public Officials by those entities conducting business with the State. This information is required from any supplier providing goods or services to the State with a total value of more than fifty thousand dollars ($50,000) in a calendar or fiscal year. This directive applies to any new or renewed agreement. Executive Order 7C is shown below with a link to additional information relating to the various forms and when they are required.

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

(a.) The State Contracting Standards Board (the “Board”) may review this contract and recommend to the state contracting agency termination of the contract for cause. The state contracting agency shall consider the recommendations and act as required or permitted in accordance with the contract and applicable law. The Board shall provide the results of its review, together with its recommendations, to the state contracting agency and any other affected party in accordance with the notice provisions in the contract no later than fifteen (15) days after the Board finalizes its recommendation. For the purposes of this Section, “for cause” means:

1. a violation of the State Ethics Code (Conn. Gen. Stat. Chapter 10) or Section 4A-100 of the Conn. Gen. Statutes or

2. wanton or reckless disregard of any state contracting and procurement process by any person substantially involved in such contract or state contracting agency.

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

(c.) Effective January 1, 2006, notwithstanding the contract value listed in Conn. Gen. Stat. §§ 4-250 and 4-251, all procurements between state agencies and private entities with a value of $50,000 (fifty thousand dollars) or more in a calendar or fiscal year shall comply with the gift affidavit requirements of said Sections. Certification by agency officials or employees required by Conn. Gen. Stat § 4-252 shall not be affected by this section.

http://www.opm.state.ct.us/secr/forms/ContractAffidavitRequirements.htm

To comply with Governor Rell's directive and facilitate an expeditious response, attached please find affidavits that must be submitted to the University of Connecticut Purchasing Department before a contract and/or purchase order may be entered into. We look forward to receiving your prompt reply.
NON-DISCRIMINATION CERTIFICATION

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

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

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

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

________________________________________
(Authorized Signature)

________________________________________
(Print Name)

________________________________________
(Title)

Effective June 25, 2007
NON-DISCRIMINATION CERTIFICATION

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

I ________________________________, of ________________________________, am ________________________________, (signer’s name) (business name/address)

entering into a contract (or an extension or other modification of an existing contract) with the State of Connecticut (the “State”) in my individual capacity for _________________________________. (If available, insert “Contract No.”; otherwise generally describe the goods or services to be provided)

In order to induce the State to consummate said contract, I hereby certify that I support the nondiscrimination agreements and warranties required under Connecticut General Statutes § 4a-60(a)(1) and § 4a-60a(a)(1), as amended in State of Connecticut Public Act 07-245 and sections 9(a)(1) and 10(a)(1) of Public Act 07-142.

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

______________________________
(Owner’s Signature)

______________________________
(Printed Name)
STATE OF CONNECTICUT  
GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

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 Rell’s Executive Orders No. 1, Para. 8, and No. 7C, Para. 10; and C.G.S. §9-612(g)(2), as amended by Public Act 07-1

INSTRUCTIONS:

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

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

GIFT CERTIFICATION:

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

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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

Lawful Campaign Contributions to Candidates for Statewide Public Office:

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<th>Contribution Date</th>
<th>Name of Contributor</th>
<th>Recipient</th>
<th>Value</th>
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Lawful Campaign Contributions to Candidates for the General Assembly:

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

Printed Contractor Name

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

__________________________________________  _______________________________________
Consultant’s Name and Title         Name of Firm (if applicable)

Start Date      End Date      Cost

Description of Services Provided: ___________________________________________________________
_____________________________________________________________________________________
_____________________________________________________________________________________

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

If YES: ___________________________________  __________________________
Name of Former State Agency      Termination Date of Employment

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

___________________________ ___________________________________ __________________
Printed Name of Bidder or Vendor      Signature of Chief Official or Individual       Date

___________________________
Printed Name (of above)       Awarding State Agency

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

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

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

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

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

INSTRUCTIONS AND OTHER INFORMATION

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

1) Definition of Small Contractor
Section 4a-60g CONN. GEN. STAT. defines a small contractor as a company that has been doing business under the same management and control and has maintained its principal place of business in Connecticut for a one year period immediately prior to its application for certification under this section, had gross revenues not exceeding ten million dollars in the most recently completed fiscal year, and at least fifty-one percent of the ownership of which is held by a person or persons who are active in the daily affairs of the company, and have the power to direct the management and policies of the company, except that a nonprofit corporation shall be construed to be a small contractor if such nonprofit corporation meets the requirements of subparagraphs (A) and (B) of subdivision 4a-60g CONN. GEN. STAT.
MANAGEMENT: Managers plan, organize, direct, and control the major functions of an organization through subordinates who are at the managerial or supervisory level. They make policy decisions and set objectives for the company or departments. They are not usually directly involved in production or providing services. Examples include top executives, public relations managers, managers of operations specialties (such as financial, human resources, or purchasing managers), and construction and engineering managers.

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

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

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

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

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

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

INSTALLATION, MAINTENANCE AND REPAIR: Occupations involving the installation, maintenance, and repair of equipment are included in this group. Examples of job titles found here are heating, ac, and refrigeration mechanics and installers; telecommunication line installers and repairers; heavy vehicle and mobile equipment service technicians and mechanics; small engine mechanics; security and fire alarm systems installers; electric/electronic repair, industrial, utility and transportation equipment; millwrights; riggers; and manufactured building and mobile home installers. First line supervisors, foremen, and helpers for these jobs are also included in the category.

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

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

White (not of Hispanic Origin)- All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.

Black (not of Hispanic Origin)- All persons having origins in any of the Black racial groups of Africa.

Hispanic- All persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin, regardless of race.

Asian or Pacific Islander- All persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands. This area includes China, India, Japan, Korea, the Philippine Islands, and Samoa.

American Indian or Alaskan Native- All persons having origins in any of the original peoples of North America, and who maintain cultural identification through tribal affiliation or community recognition.
### PART I - Bidder Information

| Bidder Federal Employer Identification Number ___________________________ |
| Or Social Security Number ___________________________ |

<table>
<thead>
<tr>
<th>Major Business Activity (brief description)</th>
<th>Bidder Identification (response optional/definitions on page 1)</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>- Bidder is a small contractor.  Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>- Bidder is a minority business enterprise Yes__ No__</td>
</tr>
<tr>
<td></td>
<td>(If yes, check ownership category) Black___ Hispanic___ Asian American___</td>
</tr>
<tr>
<td></td>
<td>American Indian/Alaskan Native___ Iberian Peninsula___</td>
</tr>
<tr>
<td></td>
<td>Individual(s) with a Physical Disability___ Female___</td>
</tr>
</tbody>
</table>

| Bidder Parent Company (If any) | - Bidder is certified as above by State of CT Yes__ No__ |

| Other Locations in Ct. (If any) | - DAS Certification Number ___________________________ |

### PART II - Bidder Nondiscrimination Policies and Procedures

1. Does your company have a written Affirmative Action/Equal Employment Opportunity statement posted on company bulletin boards? Yes__ No__

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

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

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

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

6. Does your company have a collective bargaining agreement with workers? Yes__ No__

   6a. If yes, do the collective bargaining agreements contain non-discrimination clauses covering all workers? Yes__ No__

   6b. Have you notified each union in writing of your commitments under the nondiscrimination requirements of contracts with the state of Ct. Yes__ No__

7. Do all of your company contracts and purchase orders contain non-discrimination statements as required by Sections 4a-60 & 4a-60a Conn. Gen. Stat.? Yes__ No__

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

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

10. If your company has 50 or more employees, have you provided at least two (2) hours of sexual harassment training to all of your supervisors? Yes__ No__ NA__

11. If your company has apprenticeship programs, do they meet the Affirmative Action/Equal Employment Opportunity requirements of the apprenticeship standards of the Ct. Dept. of Labor? Yes__ No__ NA__

12. Does your company have a written affirmative action Plan? Yes__ No__

   If no, please explain.

13. Is there a person in your company who is responsible for equal employment opportunity? Yes__ No__

   If yes, give name and phone number. ___________________________

### Part III - Bidder Subcontracting Practices

1. Will the work of this contract include subcontractors or suppliers? Yes__ No__

   1a. If yes, please list all subcontractors and suppliers and report if they are a small contractor and/or a minority business enterprise. (defined on page 1 / use additional sheet if necessary)

   1b. Will the work of this contract require additional subcontractors or suppliers other than those identified in 1a. above? Yes__ No__
## PART IV - Bidder Employment Information

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

**FORMAL ON THE JOB TRAINEES** (ENTER FIGURES FOR THE SAME CATEGORIES AS ARE SHOWN ABOVE)

- Apprentices
- Trainees

## PART V - Bidder Hiring and Recruitment Practices

1. Which of the following recruitment sources are used by you? (Check yes or no, and report percent used)

<table>
<thead>
<tr>
<th>SOURCE</th>
<th>YES</th>
<th>NO</th>
<th>% of applicants provided by source</th>
</tr>
</thead>
<tbody>
<tr>
<td>State Employment Service</td>
<td></td>
<td></td>
<td>Work Experience</td>
</tr>
<tr>
<td>Private Employment Agencies</td>
<td></td>
<td></td>
<td>Ability to Speak or Write English</td>
</tr>
<tr>
<td>Schools and Colleges</td>
<td></td>
<td></td>
<td>Written Tests</td>
</tr>
<tr>
<td>Newspaper Advertisement</td>
<td></td>
<td></td>
<td>High School Diploma</td>
</tr>
<tr>
<td>Walk Ins</td>
<td></td>
<td></td>
<td>College Degree</td>
</tr>
<tr>
<td>Present Employees</td>
<td></td>
<td></td>
<td>Union Membership</td>
</tr>
<tr>
<td>Labor Organizations</td>
<td></td>
<td></td>
<td>Personal Recommendation</td>
</tr>
<tr>
<td>Minority/Community Organizations</td>
<td></td>
<td></td>
<td>Height or Weight</td>
</tr>
<tr>
<td>Others (please identify)</td>
<td></td>
<td></td>
<td>Car Ownership</td>
</tr>
<tr>
<td>Arrest Record</td>
<td></td>
<td></td>
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<tr>
<td>Wage Garnishments</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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

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

---

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

(Signature) (Title) (Date) (Telephone)