



University of Connecticut

Invitation to Pre-Qualify

PL082009

**Pre-Qualification of Potential Buyers
for
Connecticut Class III
Renewable Energy Credits**

Issued: August 20, 2009

**Applications Due:
September 21, 2009 2:00pm**

**Issued By: Philip Lang
Purchasing Agent
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PART I INTRODUCTION

- 1.0 The University of Connecticut Purchasing Department (hereinafter referred to as “University”) in Storrs, Connecticut is seeking applications from electricity suppliers and secondary market entities such as brokers, aggregators and environmentally conscious corporations, to pre-qualify for the purchase of Connecticut Class III Renewable Energy Credits (RECs) generated by the University.
- 1.1 The University operates a Central Utility Plant (CUP) to provide for the majority of its core campus electrical, heating and cooling needs. The University of Connecticut Facilities Operations Department is responsible for the operation and maintenance of this facility. The CUP is a 25 MW co-generation facility with steam production to 600KPPH and chill water production to 9,900 tons.
- 1.2 On December 17, 2008 the State of Connecticut Department of Public Utility Control (DPUC) approved the University’s application for certification as a CT Class III REC generator. The University expects to generate a minimum of 100,000 RECs annually. The University has a desire to sell all or part of its RECs to a means to develop additional revenues to support its mission. The actual number of RECs offered for sale will be at the discretion of the University.
- 1.3 This Invitation to Pre-Qualify (Invitation) is part of a vetting process which will allow for the development of a pool of potential buyers that will receive “offers to sell” from the University. As contracting with the University must meet strict State of Connecticut (State) guidelines, this pre-qualification application process is being used to determine those firms with the need, desire, ability and authority to purchase these RECs. The result of this invitation shall be a standard “Offer to Sell” process as described herein, and, a standard “AGREEMENT FOR THE PURCHASE AND SALE OF CONNECTICUT CLASS III RENEWABLE ENERGY CERTIFICATES” document (Agreement) that will be used for all transactions. An example of this document is attached hereto and must be reviewed and approved by the applicant’s legal representative prior to application submittal.
- 1.4 Producers will be considered pre-qualified based on the criteria set forth herein. Only those applications which meet all of the stated requirements will be considered. Determination of qualifications shall be made by the University through a committee review process. The review process is to be considered confidential until the process is complete, at which time all respondents will be notified of the outcome. It should be noted that any pre-qualifications resulting from this Invitation for Pre-Qualification will not be “exclusive”. The University will reserve the right to “offer to sell” it’s RECs in any manner deemed to be in the best interest of the University.
- 1.5 In the future, the University may, at its option, solicit or accept applications from additional potential buyers to accommodate new entries in the marketplace. Said option will be exercised in any many found to be in the best interest of the University at its sole discretion.
- 1.6 Respondents are expected to be completely familiar with all the requirements outlined in this Invitation prior to submitting an application. To simplify the qualification process respondents must submit proposals that include all required documents in the format specified herein.
- 1.7 Attention to Terms and Conditions: The terms and conditions included herein must be reviewed carefully to ensure full responsiveness to this Invitation. The standard Agreement is, in form and substance, consistent with all applicable University policies and State of Connecticut statutes and regulations regarding the creation and execution of such contracts. Failure to agree to the Terms and Conditions found therein may cause the Applicant’s response to be considered non-compliant and subject to rejection. The failure of any Applicant to receive or examine any agreement, document, form or addendum shall not relieve it of any obligations with respect to its application. The submission of an application shall be conclusive evidence of the Applicant’s understanding of the University’s intent to incorporate such terms and conditions into any resulting Agreement(s).
- 1.8 Signature Authorization Documentation: Signature authorization documentation must be included in your application response under the following guidelines in reference to the individual signing the application.
 - A. If the contractor is an individual, who is signing the proposal in his/her individual capacity, then no signature authorization documentation is required.
 - B. With the exception of an individual, signing in his/her individual capacity, ALL contractors must provide some type of signature authorization documentation clearly stating who is authorized to sign the proposal on the contractor’s behalf.
 - C. Documentation must clearly state when and how such authorization was given.
 - D. Documentation must state that the authorization is still in full force and effect.

- E. Documentation must be signed by someone other than the individual signing the proposal ON OR AFTER the date the proposal is signed.
- F. Corporate Resolution, Secretarial Certifications or Ratifications are acceptable forms of signature authorization documentation.
- G. Samples and further information are on the University of Connecticut Purchasing Department's web page: <http://www.purchasing.uconn.edu/corpres/corpres.html>

- 1.9 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 Agreements resulting from any "offer to sell".
- 1.10 Estimated Timetable: The following schedule will apply to this invitation. However the University reserves the right to make adjustments as required.

Release of Invitation to Pre-Qualify	8-20-2008
Closing Date for Inquiries	9-7-2009
Application Due Date	9-21-2009 2:00pm
Anticipated Approval Date	10-5-2009

- 1.11 Inquiries: Direct all inquiries relative to the terms, conditions and requirements included herein to:

Philip Lang
email: philip.lang@uconn.edu

- 1.12 Application Submission: One (1) Original, three (3) Hard copies and one (1) Soft copy (on CD or Data Key) of the application 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: Invitation for Pre-Qualification PL082009
On or before 2:00 p.m. on September 21, 2009**

Applications received after the specified date and time will not be opened or considered and will be marked "LATE RESPONSE" with documentation to that effect

1.12.1 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 1.10, all applications received shall be publicly opened and the names of the respondents will be read. All other information will be considered confidential until after review and action by the Review Committee.

1.12.2 Application Format: All applications 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**. Applications that do not substantially conform to this requirement, consequently altering the basis for review, may be disregarded and considered as unresponsive.

- 1- Brief cover letter
- 2- Application, completely filled out and signed
- 3- Bidders Qualification Form, completely filled out and signed
- 4- Affidavits; Gift & Campaign, Consulting, Affirmation, Non-Discrimination
- 5- CHRO, Contract Compliance Forms, completely filled out and signed
- 6- Signature Authorization Documentation
- 7- Most Recent Audited Financial Statement

1.12.3 Applicants shall submit one (1) soft copy (CD or Data Key), Applicants shall scan all files for viruses prior to submittal. Soft copy shall be included in same package as hard copies. Soft copy documents must be provided "live" in Word and Excel format when possible.

1.12.4 Inclement Weather: Be advised that in the event of an official University closing or early dismissal due to inclement weather or other reason this invitation will be due and opened at 2:00 PM on the next business day.

Please call the University Emergency Information Line at 860-486-3768 for up to date information on official cancellations or early closings.

1.13 Offer to Sell Process and Options: The University may use the following options for the sale of RECs. Choice of option(s) is at the University's sole discretion.

Option 1: The University may "Offer to Sell" short term or long term **futures**, with transfer of RECs when certified in the NEPOOL GIS system.

A) On a pre-determined schedule, future RECs will be offered to all pre-qualified bidders.

B) Bidder(s) proposing the best offer(s) to the University shall be selected.

C) Agreement for forward purchase/sale will be executed.

D) RECs will be transferred to buyer in the NEPOOL GIS system.

E) Payment to seller from buyer after transfer.

Option 2: Periodic "Offer to Sell" RECs created and certified in the NEPOOL GIS system.

A) Periodically aggregated certified RECs will be offered to pre-qualified bidders.

B) Bidder(s) proposing the best offer(s) to the University shall be selected.

C) Standard Agreement to be executed.

D) RECs will be transferred to buyer in the NEPOOL GIS system.

E) Payment to seller from buyer after transfer.

1.14 Method of Review and Approval: The following explains the method and conditions of evaluating application submitted for consideration

1.14.1 Review Committee: A committee of interested parties shall perform the review and recommend pre-qualification based on the criteria set forth herein.

1.14.2 Review Criteria: Qualification will be based upon a review of compliant applications to determine those that are in complete compliance with the requirements of the University.

1.14.3 Only fully responsive and compliant Applicants shall be pre-qualified. All submitting Applicants concur with this method of qualification and will not, under any circumstances or in any manner, dispute any results made using this method.

**PART II
QUALIFICATION REQUIREMENTS**

- 2.0 Qualification to participate in the University's "offer to sell" process will be determined by the presentation of documentation showing the applicants need, desire, ability and authority to contract with the University.
- 2.1 **Demonstrated Need:** Public Act 05-01, An Act Concerning Energy Independence, mandates the inclusion of power generated by Connecticut Class III Renewable Resources in all Regulated Electricity Supplier portfolios. The State of Connecticut Department of Public Utility Control (DPUC) has set requirements for Connecticut's Renewable Portfolio Standard (RPS). If a Registered Supplier is unable to meet RPS requirements, they must supplement their portfolio by acquiring RECs in an amount equal to, or greater than, those they are lacking or provide defined monetary compensation to the State as scheduled by the DPUC. In addition to Registered Suppliers, secondary market entities such as brokers, aggregators and environmentally conscious corporations may have legitimate business needs for the acquisition of RECs.
- 2.1.1 On the Application Form, provide documentation of your legitimate need to procure RECS from an outside source. Provide sufficient detail including historical data relating to RECs purchased in the last two (2) years if possible. A brief description will be sufficient.
- 2.2 **Demonstrated Desire:** The University understands that some, if not all, Registered Suppliers serving Connecticut lack the resources to meet the requirements of the DPUC RPS. These producers and other secondary market entities may have the desire to have the opportunity to purchase RECs produced by the University during the operation of its CUP. In addition to Registered Suppliers, secondary market entities such as brokers, aggregators and environmentally conscious corporations may have legitimate business needs for the acquisition of RECs.
- 2.2.1 On the Application Form, provide documentation of your desire to be included in the University's "offer to sell" process. A brief reasoning will be sufficient.
- 2.3 **Demonstrated Ability:** The University as a public entity is bound by strict contracting guidelines. Your organization must be able to meet these guidelines. The attached affidavits and certification forms are required for all contracts and agreements entered into by State agencies. The attached standard Agreement document shall be the sole vehicle for all sale transactions. In addition, only those organizations with the financial ability to complete any resulting sales transactions will be considered qualified for participation.
- 2.3.1 Provide with your application, original, signed, and notarized copies of the attached affidavits and certification, these are mandatory submittals.
- 2.3.2 On the Application Form, provide your organizations acceptance of the attached Agreement document as the sole contract format for use in sale transactions.
- 2.3.3 On the Application Form, provide your organizations acceptance of the University's options for "Offer to Sell" as acceptable.
- 2.3.4 On the Application Form, provide documentation of your organization's financial abilities. A brief description will be sufficient.
- 2.3.5 Attach to your submission your most recent audited financial statement.
- 2.4 **Demonstrated Authority:** Provide with your Application, Signature Authorization Documentation meeting the requirements shown in section 1.8, this is a mandatory submittal.

PART III
APPLICATION FORM
PL082009

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

Date: 9-21-2009

The undersigned respondent, in response to your Invitation for Pre-Qualification, having examined the documents and being familiar with the conditions surrounding the proposed "Offer to Sell / Contract for Sale" method hereby apply for pre-qualification in accordance with these documents and submit for your consideration the attached documentation.

The following documents must be included in your response:

- ___ Brief Cover Letter
- ___ Application Form, completely filled out and signed
- ___ Bidders Qualification Form, completely filled out and signed
- ___ Affidavits; Gift & Campaign, Consulting, Affirmation and Non-Discrimination, signed and notarized
- ___ CHRO, Contract Compliance Forms, completely filled out and signed
- ___ Signature Authorization Documentation
- ___ Most Recent Audited Financial Statement

We hereby acknowledge receipt of the following addenda, which are made a part of the bid documents:

Addendum: 1 Dated _____ 2 Dated _____ 3 Dated _____

3.1 Provide documentation of your legitimate need to procure RECS from an outside source. Provide sufficient detail including historical data relating to RECs purchased in the last two (2) years. Attach additional sheets as required.

3.2 Provide documentation of your desire to be included in the University's "offer to sell" process. A brief reasoning will be sufficient. Attach additional sheets as required.

3.3 Provide your organizations acceptance of the attached Agreement document as the sole format for use in sale transactions.

_____ agrees that the University’s standard Agreement document shall be used in all REC sale transactions and certifies that the organizations legal representative has reviewed and accepted the Agreement document in its entirety.

3.4 Provide your organizations acceptance of the University’s procedure for “Offer to Sell” as acceptable.

_____ agrees that the University’s procedure for “Offer to Sell” as acceptable and shall be used in all REC sale transactions.
Organization name

3.5 Provide documentation of your organization’s financial abilities. A brief description will be sufficient.

3.6 Attach to your submission your most recent audited financial statement.

3.7 Attach to your submission original, signed, and notarized copies of the attached affidavits and certification.

3.8 Attach to your submission the attached Contract Compliance Forms (CHRO), completely filled out and signed.

3.9 Attach to your submission the required Signature Authorization Documentation.

Submitted by: FIRM: _____
BY: _____
TITLE: _____
DATE: _____

PART IV
APPLICANTS QUALIFICATION STATEMENT
PL082009

4.0 All Applicants are required to file this form, properly completed, WITH THEIR RESPONSE. Failure of an applicant to answer any question or provide required information may be grounds for the awarding authority to disqualify and reject their application. 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.

4.1 Indicate exactly the name by which this organization is known:

Name _____.

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

Years? _____.

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

1. _____

2. _____

3. _____

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

Commodity/Service _____ Years? _____

4.5 This firm is a: _____ Corporation _____ Partnership _____ Sole Proprietorship _____ Joint Venture _____ Other

This firm is: _____ Women Owned _____ Minority Business _____ Connecticut Set Aside Contractor

4.6 Provide names of all personnel, such as Principals, and Representatives, who will be directly involved with the "sale of RECs" process. Indicate the number of years of experience in this activity.

Name _____ Years _____ Title _____

Telephone# _____ Fax # _____ Email Address _____

Name _____ Years _____ Title _____

Telephone# _____ Fax # _____ Email Address _____

Name _____ Years _____ Title _____

Telephone# _____ Fax # _____ Email Address _____

Name _____ Years _____ Title _____

Telephone# _____ Fax # _____ Email Address _____

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

4.8 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):

4.9 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 contracts or agreements.

1. _____ Attached 2. _____ N/A

4.10 References, include five business entities, with whom your organization has contracted for the Purchase & Sale of RECs. Please include name, title, telephone number and accurate Email address of a contact person.

Reference #1

Company

Contact _____ Telephone No. _____

Email _____

Title _____

Reference #2

Company

Contact _____ Telephone No. _____

Email _____

Title _____

Reference #3

Company

Contact _____ Telephone No. _____

Email _____

Title _____

Reference #4

Company

Contact _____ Telephone No. _____

Email _____

Title _____

Reference #5

Company

Contact _____ Telephone No. _____

Email _____

Title _____

Dated at _____

this _____ day of _____ 2009

Name of Organization: _____

Address: _____

Signature _____

(Print Name) _____

Title

Telephone: _____

Fax: _____

(Provide 800 Telephone and Fax numbers, if available)

Email _____

**AGREEMENT FOR THE PURCHASE AND SALE OF
CONNECTICUT CLASS III RENEWABLE ENERGY CERTIFICATES**

This Agreement (the "Agreement") is made as of, _____ 2009 by and between The University of Connecticut, 25 LeDoyt Road, Unit 3252, Storrs, CT 06269-3252 ("Seller"), and _____ ("Buyer"). Buyer and Seller together are the Parties and each individually is a Party to this Agreement.

RECITALS:

WHEREAS, the Connecticut Department of Public Utility Control ("DPUC") is responsible for implementing the Renewable Portfolio Standard developed by the Connecticut General Assembly as set forth in Connecticut General Statutes ("C.G.S."), §§ 16-243q et seq. , and 16-1(a)(44); and

WHEREAS, the NEPOOL GIS, and certain NEPOOL GIS Certificates, are acceptable to the DPUC as a means for compliance with the Renewable Portfolio Standard; and

WHEREAS, Seller is interested in selling and Buyer is interested in purchasing Connecticut Class III Renewable Energy Certificates as defined below in Section 1.1. (C), pursuant to the terms and conditions hereof.

NOW, THEREFORE, in consideration of the foregoing and of the mutual promises hereinafter set forth, the Parties, intending to be legally bound, agree as follows:

ARTICLE 1: DEFINITIONS

1.1 Definitions. In addition to any other terms defined herein, the following terms shall have the meaning ascribed to them as set forth below:

- A. "Business Days" means a day on which Federal Reserve member banks in New York City are open for business; and a Business Day shall open at 8:00 a.m. and close at 5:00 p.m. Eastern Prevailing Time ("EPT").
- B. "Confidential Information" means all oral and written information exchanged between the Parties with respect to the subject matter of this Agreement. The following information does not constitute Confidential Information for purposes of this Agreement: (a) information that is or becomes generally available to the public other than as a result of a disclosure by either Party in violation of this Agreement; (b) information that was already known by either Party on a non-confidential basis prior to this Agreement; (c) information that becomes available to either Party on a non-confidential basis from a source other than the other Party if the receiving Party has no actual knowledge that such source was subject to any prohibition against disclosing the information to such Party; and (d) information a Party is required to disclose in connection with any regulatory approval or filing process in connection with the conduct of its business, provided that such Party has notified the other Party of the required disclosure, such that the other Party may attempt (if such Party so chooses) to cause that regulatory agency or authority to treat such information in a confidential manner and to prevent such information from being disclosed or otherwise becoming part of the public domain.
- C. "Connecticut Class III Renewable Energy Certificates" means certain NEPOOL GIS Certificates derived from the energy production of a generation facility that has been qualified by the DPUC to meet the requirements of the Renewable Portfolio Standard as set forth in C.G.S. Section 16-1(a)(44), as amended from time to time.
- D. "Delivery" or "Deliver" means Seller's electronic delivery of the Connecticut Class III Renewable Energy Certificates via the NEPOOL GIS to the Buyer's account within the NEPOOL GIS and accepted by Buyer in accordance with the NEPOOL GIS Operating Rules.
- E. "MWh" means Megawatt-hour.

- F. "NEPOOL" means the New England Power Pool, the power pool created by and operated pursuant to the provisions of the NEPOOL Agreement, or any successor to the New England Power Pool.
- G. "NEPOOL Agreement" means the New England Power Pool Second Restated NEPOOL Agreement dated as of February 1, 2005, as amended, modified, restated, and superseded from time to time, governing the relationship among the NEPOOL Participants, and any successor agreement.
- H. "NEPOOL GIS" means the New England Power Pool Generation Information System, which includes a generation information database and certificate system, operated by NEPOOL, its designee or successor entity, that accounts for the generation attributes of electricity generated within New England.
- I. "NEPOOL GIS Certificate" means an electronic record produced by the NEPOOL GIS that identifies the relevant generation attributes of each MWh accounted for in the NEPOOL GIS.
- J. "NEPOOL GIS Operating Rules" means the New England Power Pool Generation Information System Operating Rules as may be amended from time to time pursuant to the NEPOOL Agreement and Participants Agreement.
- K. "Participants Agreement" means the "Participants Agreement among ISO New England Inc., or any successor thereto accepted by the Federal Energy Regulatory Commission (the "FERC"), as the Regional Transmission Organization for New England and the New England Power Pool and the entities that are from time to time parties hereto constituting the Individual Participants" dated as of February 1, 2005, as may be amended, modified, restated, and superseded from time to time.
- L. "Renewable Portfolio Standard" means the regulations promulgated pursuant to Public Act 03-135 and further modified by Public Act 03-221, as amended, modified, restated and superseded from time to time, that require a minimum percentage of electricity sold to end-use customers in the State of Connecticut to be derived from certain renewable energy generating resources beginning on January 1, 2004.
- M. "Trading Period" means the term as defined in Rule 3.2 of the NEPOOL-GIS Operating Rules.
- N. "Vintage Year" means the period beginning January 1 of the period year and continuing until December 31 of the subject year (e.g., Vintage Year 2008 means January 1, 2008 through December 31, 2008).

ARTICLE 2: PURCHASE AND SALE OF CONNECTICUT RENEWABLE ENERGY CERTIFICATES

2.1 **Purchase.** Subject to the terms and conditions of this Agreement, Seller agrees to sell, assign, and transfer to Buyer, and Buyer agrees to purchase from Seller, [____ **Connecticut Class III Vintage Year** ____ **Compliant Renewable Energy Certificates ("RECs")**, **priced at \$__._ per REC for a total purchase price equal to USD \$__,_**]. Seller covenants that the RECs shall comply with and shall be eligible to satisfy the Renewable Portfolio Standard at the time of Delivery. Notwithstanding anything contrary contained herein, at Delivery, Seller covenants that the RECs shall represent a transfer of and valid title to the fuel attributes or emission attributes free and clear of any lien or other encumbrance.

2.2 The Purchase shall be effectuated by one of the following two methods:

A. **Immediate Transfer Transactions:**

Title Transfer/Delivery. Within three (3) Business Days of execution of this Agreement, Seller will commence the transfer of RECs to Buyer until a total of _____ RECs have been transferred to Buyer no later than _____. Upon notification of transfer of RECs by Seller, Buyer shall be obligated to accept the transfer of RECs in Buyer's NEPOOL GIS Account. Upon the completion of Delivery, all rights, title and interest in and to the RECs, to the full extent the same is property, will transfer to Buyer.

B. Forward Certificate Transfer Transactions:

Title Transfer/Delivery. Within ten (10) Business Days after the close of each generation month, until all of the Contract RECs are transferred to Buyer, Seller shall transfer the Certificates to the account designated by the Buyer by entering a submission and registering with the NEPOOL GIS Administrator for an irrevocable Forward Certificate Transfer. Such Forward Certificates shall be converted into Certificates on the applicable creation date, and transferred from the NEPOOL GIS to the NEPOOL GIS account designated by the Buyer (the "Transfer" or "Transferred", as the context requires). All parties shall cooperate in good faith and undertake reasonable efforts to consummate recognition by the NEPOOL GIS Administrator of such Transfer. Buyer acknowledges that the NEPOOL GIS Administrator will not recognize such Transfer unless and until Buyer confirms such Transfer in accordance with Rule 3.1 of the NEPOOL GIS Operating Rules. Subject to the terms of Article 4 herein, if after _____, as a result of Seller's action or inactions, as the case may be, the Forward Certificate Transfer does not result in the creation and delivery to Buyer of NEPOOL GIS Certificates qualified for the Connecticut Class III renewable energy portfolio standards for Compliance Year 200__, then Seller, within three Business days, will deliver to Buyer Replacement Certificates or pay Buyer amounts due to it in accordance with Article 5.3

- 2.3 Payment. Payment for any RECs shall be made by Buyer to Seller within ten (10) Business Days after the later of receipt of invoice for or Delivery of said RECs. Seller shall render an invoice to buyer after transfer of the RECs.
- 2.4 Wire Transfer. All payments by Buyer to Seller shall be made by wire transfer in immediately available United States dollars or as otherwise reasonably requested by Seller pursuant to Section 6.3.
- 2.5 Interest. All overdue payments hereunder shall bear interest from (and including) the due date to (but excluding) the date of payment at a rate equal to two percent (2%) over the per annum rate of interest from time to time published in the Wall Street Journal under "Money Rates" as the prime lending rate; provided, that in no event shall the applicable interest rate ever exceed the maximum lawful rate permitted by applicable law.
- 2.6 Taxes. Seller shall pay any taxes or other fees imposed on the creation, ownership or transfer of the Connecticut Renewable Energy Certificates up to and including Delivery. Buyer will pay any taxes or other fees imposed on the receipt or ownership of the Connecticut Renewable Energy Certificates after Delivery. Each Party will be responsible for the payment of any fees, including brokers' fees, incurred by it in connection with the transactions contemplated by this Agreement.
- 2.7 Term. This Agreement shall be effective on and as of the date hereof (the "Effective Date") and shall terminate upon satisfaction by Buyer and Seller of their respective obligations pursuant to this Article 2 (the "Term").

ARTICLE 3: REPRESENTATIONS AND WARRANTIES

- 3.1 Seller representations and warranties. On and as of the Effective Date and upon Delivery, Seller hereby represents and warrants to Buyer as follows:
- A. Seller has and, at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder.
 - B. The execution, delivery and performance of this Agreement by Seller has been duly authorized by all necessary action and does not violate any of the terms or conditions of Seller's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Seller.
 - C. There is no pending or (to Seller's knowledge) threatened litigation, arbitration or administrative proceeding that materially adversely affects Seller's ability to perform its obligations under this Agreement.

- D. At the time of Delivery, Seller (i) shall convey good title to the RECs to Buyer free and clear of any liens or other encumbrances or title defects; (ii) has the sole and exclusive legal right to sell the contract RECs, and all right title and interest thereto, to Buyer hereunder; (iii) shall have sold and transferred the contract RECs transferred hereunder once and only once exclusively to Buyer; (iv) have made no representation, in writing or otherwise, that any third-party received, or has obtained any right to, such contract RECs that are inconsistent with the rights being acquired by Buyer hereunder, including but not limited to, any right to use the contract RECs to meet the renewable energy requirements in any other jurisdiction; and (v) Seller further represents and warrants that any and all RECs represent generation from a renewable generation facility that has been qualified by the DPUC pursuant to the Renewable Portfolio Standard.
 - E. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER EXPRESSLY DISCLAIMS ANY OTHER REPRESENTATIONS OR WARRANTIES, WHETHER WRITTEN OR ORAL, AND WHETHER EXPRESS OR IMPLIED INCLUDING WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY WITH RESPECT TO CONFORMITY TO MODELS OR SAMPLES, MERCHANTABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AND EXCEPT AS SPECIFICALLY SET FORTH IN THIS AGREEMENT, SELLER MAKES NO REPRESENTATION OR WARRANTY HEREUNDER REGARDING ANY ACTION OR FAILURE TO ACT, OR APPROVAL OR FAILURE TO APPROVE, OF ANY AGENCY OR GOVERNMENTAL ENTITY.
 - F. Seller warrants that on the date of the transaction the generating facilities which will produce the RECs have been qualified as a generator of Connecticut Class III Renewable Energy Certificates. Seller makes no warranties with regard to potential regulatory changes over which it has no control. Should these generating facilities no longer qualify as generators of Connecticut Class III Renewable Energy Certificates as of the time for Delivery, Seller is not obliged to provide replacement certificates, nor is Buyer obligated to purchase the certificates.
 - G. Seller is an Account Holder as defined in Rule 2.2 of the NEPOOL GIS Operating Rules.
 - H. Seller is not Bankrupt (as defined in Article 4 below) and there are no proceedings pending or being contemplated by it or, to its knowledge, threatened against it which would result in it being or becoming Bankrupt.
- 3.2 Buyer representations and warranties. On and as of the Effective Date, Buyer hereby represents and warrants to Seller as follows:
- A. Buyer has, and at all times during the Term will have, all necessary power and authority to execute, deliver and perform its obligations hereunder.
 - B. The execution, delivery and performance of this Agreement by Buyer has been duly authorized by all necessary action and does not violate any of the terms or conditions of Buyer's governing documents, or any contract to which it is a party, or any law, rule, regulation, order, judgment or other legal or regulatory determination applicable to Buyer.
 - C. There is no pending or (to Buyer's knowledge) threatened litigation or administrative proceeding that materially adversely affects Buyer's ability to perform its obligations under this Agreement.

ARTICLE 4: EVENTS OF DEFAULT

- 4.1 Events of Default. For purposes of and during the Term, each of the following shall constitute an event of default (“Event of Default”) by a Party:
- A. if a Party materially breaches any or all of its obligations as described in this Agreement and such breach is not cured within five (5) Business Days of written notice of such breach from the other Party;
 - B. if any representation or warranty made by a Party in Article III of this Agreement proves to have been misleading or false in any material respect when made; and/or,

C. if a Party:

- (i) makes an assignment or any general arrangement for the benefit of its creditors,
- (ii) files a petition or otherwise commences, authorizes or acquiesces in the commencement of a proceeding or cause under any bankruptcy or similar law for the protection of creditors, or has such a petition filed against it,
- (iii) otherwise becomes bankrupt or insolvent (however evidenced), or
- (iv) becomes unable to pay its debts as they fall due (any circumstances described in (i) through (iv), will be defined as “Bankrupt”).

ARTICLE 5: REMEDIES UPON DEFAULT

- 5.1 **Remedies.** Upon an Event of Default, the non defaulting Party (“Notifying Party”) may (i) terminate this Agreement upon written notice to the defaulting Party, (ii) withhold any payments due in respect of this Agreement to the extent of its damages pursuant to this Article 5, and (iii) exercise such remedies as provided in this Agreement. Both Parties hereby stipulate that the remedies set forth in this Article 5 are reasonable in light of the anticipated harm and the difficulty of estimation or calculation of actual damages, and each Party hereby waives the right to contest such payments as an unreasonable penalty.
- 5.2 **Termination By Seller.** In the event of a default by Buyer, if Seller elects to terminate this Agreement pursuant to Section 5.1, then Seller shall utilize commercially reasonable efforts, during any and all Trading Periods remaining in the Term of this Agreement, to sell the RECs that Buyer was obligated to purchase after termination (“Remaining NE-GIS Certificates”) to a third party. Upon the closing of the appropriate Trading Period, Buyer shall pay the positive amount, if any, equal to the product of: (i) the purchase price for the Remaining NE-GIS Certificates pursuant to Section 2.1 plus (ii) any and all reasonable fees associated with Seller’s attempt to identify a buyer and close a sale of the Remaining NE-GIS Certificates, less (iii) the purchase price paid by a third party for the Remaining NE-GIS Certificates (in the event that Seller cannot locate a third party purchaser the Buyer shall simply be responsible for the fee established by Section 5.2 (i) and (ii)).
- 5.3 **Termination By Buyer.** In the event of a default by Seller, if Buyer elects to terminate this Agreement pursuant to Section 5.1, then Buyer shall utilize commercially reasonable efforts to purchase, from a third party, any and all Connecticut Renewable Energy Certificates that Seller was obligated to deliver under this Agreement but failed to deliver (“Replacement NE-GIS Certificates”). The Replacement NE-GIS Certificates shall meet any and all obligations regarding RECs hereunder and shall be of equal vintage as specified in Section 2.1. Seller shall pay Buyer, on demand, an amount equal to the positive difference, if any, of: (i) the aggregate purchase price for the Replacement NE-GIS Certificates plus (ii) any and all reasonable costs, fees and expenses associated with purchasing the Replacement NE-GIS Certificates, less (iii) the aggregate purchase price for the RECs as determined by Section 2.1.
- 5.4 **Claims Against the State of Connecticut.** Buyer agrees that the sole and exclusive means for the presentation of any claim against the State of Connecticut or the University of Connecticut (Seller) arising from this Agreement shall be in accordance with Chapter 53 of the Connecticut General Statutes (Claims Against the State) and the Buyer 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.
- 5.5 **Exclusive Remedy.** THE REMEDIES SET FORTH IN THIS ARTICLE 5 SHALL BE THE SOLE AND EXCLUSIVE REMEDIES OF THE RESPECTIVE PARTIES IN THE EVENT OF A DEFAULT, AND A PARTY’S LIABILITY SHALL BE LIMITED AS SET FORTH IN THIS SECTION. ALL OTHER REMEDIES OR DAMAGES AT LAW ARE HEREBY WAIVED.

- 5.6 Limitation of Liability. IN THE EVENT OF A DEFAULT, THE DEFAULTING PARTY'S LIABILITY SHALL BE LIMITED AS SET FORTH HEREIN. IN NO EVENT SHALL ANY OTHER LIABILITY BE INCURRED BY EITHER PARTY FOR ANY OBLIGATIONS WHICH ARISE UNDER THIS AGREEMENT, INCLUDING (BUT NOT LIMITED TO) LIABILITY FOR CONSEQUENTIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR INDIRECT DAMAGES IN TORT, CONTRACT, OR OTHERWISE.
- 5.7 Termination for Regulatory Reasons. Seller shall be excused from having to deliver any portion of the ct class iii renewable energy certificates pursuant to section 2.1, and buyer shall be excused from having to purchase any portion thereof not previously so delivered, by reason of any material regulatory change to the renewable energy energy portfolio standard or any other related regulations or laws that , at seller's sole discretion, would prevent seller from acquiring or transferring, or buyer from receiving or transferring, the contract Connecticut Class III Renewable Energy Certificates. In such event, either party may, at its sole option, terminate this agreement by written notice to the other, and neither party shall have any further liability hereunder.

ARTICLE 6: NOTICES AND FORMAL COMMUNICATION

- 6.1 Notices. Any notice, demand, or request permitted or required under this Agreement shall be delivered in person, by facsimile, by prepaid overnight United States mail or by overnight courier service, return receipt requested, to a Party at the applicable address set forth below:

If to Buyer:

Company: [_____]
 Attn: [_____]
 Address [_____]
 Phone: [_____]
 Fax: [_____]

If to Seller:

Company: The University of Connecticut
 Attn: Thomas Q. Callahan
 Address: 352 Mansfield Road, Unit 2072, Storrs, CT 06269-2072
 Telephone: 860-486-4340
 Facsimile: 860-486-1070

- 6.2 Notices by hand delivery or facsimile (provided a copy is also sent by overnight mail) shall be effective at the close of business on the day actually received, if received during receiving Party's business hours on a Business Day, and otherwise shall be effective at the close of business on the next Business Day. Notice by overnight United States mail or overnight courier service shall be effective when received by a Party at the address as specified above.
- 6.3 Payments. Any and all payments due Seller shall be made, pursuant to Section 2.4, to the following account (which may be changed by Seller upon written notice to Buyer):

By Wire:

Company: The University of Connecticut
 Bank:
 Account No.:
 ABA:

- 6.4 The addresses for notice and payment specified in Sections 6.1 and 6.3 may be changed from time to time by written notice by either Party to the other Party without amendment of this Agreement.

ARTICLE 7: CONFIDENTIALITY

- 7.1 Confidentiality. Except as required by law, including the Connecticut Freedom of Information Act (CT FOIA), and as provided in this Section, neither Party shall publish, disclose, or otherwise divulge Confidential Information, without the other Party's prior express written consent. Each Party shall permit knowledge of and access to Confidential Information only to those of its affiliates, attorneys, accountants, representatives, agents, officers, manager, directors and employees who have a need to know related to the implementation of this Agreement.
- 7.2 Required Disclosure. If a Party becomes legally compelled to disclose any of the Confidential Information to a federal or state governmental agency, such Party shall inform the other Party in writing of such disclosure so that the other Party may seek a protective order or other appropriate remedy. If such protective order or other remedy is not obtained by the day disclosure is required, such Party shall furnish only that portion of the Confidential Information which is legally required.
- 7.3 Survival. The confidentiality obligations set forth in this Agreement shall terminate two (2) years from Effective Date, or one (1) year after the termination of this Agreement, whichever is later.

ARTICLE 8: MISCELLANEOUS

- 8.1 Assignment. This Agreement is not assignable by either Party, except as provided herein, without the prior written consent of the non-assigning Party, which consent shall not be unreasonably withheld, delayed or conditioned. Any assignment without the prior approval of the non-assigning Party is voidable by such non-assigning Party; provided, however, either Party may, without the consent of the other Party, (i) transfer, sell, pledge, encumber or assign this Agreement or the accounts, revenues or proceeds hereof in connection with any financing or other financial arrangements, (ii) transfer or assign this Agreement to an affiliate of such Party which affiliate's creditworthiness is equal to or higher than that of such Party and which is otherwise able to perform assignor's obligations under this Agreement, or (iii) transfer or assign this Agreement to any person or entity succeeding to all or substantially all of the assets whose creditworthiness is equal to or higher than that of such Party; provided, however, that in each such case, any such assignee shall agree in writing to be bound by the terms and conditions hereof.
- 8.2 Amendment/Binding Effect. This Agreement may not be amended, changed, modified, or altered unless such amendment, change, modification, or alteration is in writing and signed by both of the Parties to this Agreement and approved by the Office of the Attorney General. This Agreement shall inure to the benefit of and shall be binding upon the Parties and their respective successors and permitted assigns.
- 8.3 Force Majeure. To the extent there is an interruption or curtailment in the operation of the NEPOOL-GIS as a result of any acts of God, war, war-like condition, embargoes, riots, acts of terrorism, strike and other events not within its reasonable control or the result of negligence of the Party claiming Force Majeure, then neither Party shall be liable to the other Party for failure or delay in the performance of any obligation under this Agreement. The Party claiming Force Majeure shall notify the other Party of the occurrence thereof as soon as possible and shall use reasonable efforts to resume performance immediately upon the cessation of the interruption or curtailment of the NEPOOL-GIS.
- 8.4 Severability. If any article, section, phrase or portion of this Agreement is, for any reason, held or adjudged to be invalid, illegal or unenforceable by any court of competent jurisdiction, such article, section, phrase, or portion so adjudged will be deemed separate, severable and independent and the remainder of this Agreement shall remain in full force and effect and shall not be invalidated or rendered illegal or unenforceable or otherwise affected by such adjudication, provided that the basic purpose of this Agreement and the benefits to the Parties are not substantially impaired.
- 8.5 Waiver. No delay or omission by a Party in the exercise of any right under this Agreement shall be taken, construed or considered as a waiver or relinquishment thereof, and any such right may be exercised from time to time and as often as may be deemed expedient. If any of the terms and conditions hereof are breached and thereafter waived by a Party, such waiver shall be limited to the particular breach so waived and is not deemed to waive any other breach hereunder.

- 8.6 Governing Law. This Agreement and the rights and duties of the Parties hereunder shall be governed by and shall be construed, enforced and performed in accordance with the laws of the State of Connecticut. Each party herein waives its respective right to any jury trial with respect to any litigation arising under, or in connection with, this agreement or any transaction.
- 8.7 Counterparts. This Agreement may be executed in several counterparts, each of which is an original and all of which constitute one and the same instrument.
- 8.8 Headings. The Article and section titles in this Agreement are only for purposes of convenience and do not form a part of this Agreement and will not be taken to qualify, explain or affect any provision thereof.
- 8.9 Recordings. Unless a Party expressly objects to a Recording (defined below) at the beginning of a telephone conversation, each Party consents to the creation of a tape or electronic recording ("Recording") of all telephone conversations between the trading, marketing and/or scheduling employees of the Parties to this Agreement, and that any such Recordings will be retained in confidence, secured from improper access, and may be submitted in evidence in any proceeding or action relating to this Agreement. Each Party waives any further notice of such monitoring or recording, and agrees to notify its trading, marketing and/or scheduling employees of such monitoring or recording and to obtain any necessary consent of such officers and employees.; provided, however, that any Party creating and maintaining a Recording shall, upon written request, timely provide a copy of the Recording to the other Party.
- 8.10 No Third Party Beneficiaries. Nothing herein is intended to or should be construed to create any rights of any kind whatsoever in third persons not parties to this Agreement.
- 8.11 Statutory Authority. Connecticut General Statutes §§ 10a-104, 10a-108 and 16-243q et seq. provide the University with authority to enter into this Agreement.
- 8.12 Executive Orders 3, 17, 16, 7C and 14. This Agreement 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 Buyer's request, the Seller shall provide a copy of these orders to the Buyer. The Agreement 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.
- 8.13 Non-discrimination. References in this section to "contract" shall mean this Contract and references to "contractor" shall mean the Contractor.
- (a) The following subsections are set forth here as required by section 4a-60 of the Connecticut General Statutes:
- (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, 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. 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, 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; (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 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 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 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 relate to the provisions of this section and section 46a-56.
- (b) 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 project.
 - (c) "Minority business enterprise" means any small contractor or supplier of materials fifty-one per cent 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 section 32-9n; and "good faith" means that degree of diligence which a reasonable person would exercise in the performance of legal duties and obligations. "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.
 - (d) 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.
 - (e) The Contractor shall develop and maintain adequate documentation, in a manner prescribed by the commission, of its good faith efforts.
 - (f) The Contractor shall include the provisions of sections (a) and (b) above 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 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.
 - (g) The following subsections are set forth here as required by section 4a-60a of the Connecticut General Statutes:

(1) The Contractor agrees and warrants that in the performance of the Contract such Contractor will not discriminate or permit discrimination against any person or group of persons on the grounds of sexual orientation, in any manner prohibited by the laws of the United States or of the state of Connecticut, and that employees are treated when employed without regard to their sexual orientation; (2) the Contractor agrees to provide each labor union or representative of workers with which such Contractor has a collective bargaining agreement or other contract or understanding and each vendor with which such Contractor has a contract or understanding, a notice to be provided by the Commission 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 section 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 section 46a-56.

- (h) The Contractor shall include the provisions of section (g) above 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 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.
- (i) For the purposes of this entire Non-Discrimination section, "Contract" or "contract" includes any extension or modification of the Contract or contract, "Contractor" or "contractor" includes any successors or assigns of the Contractor or contractor, "marital status" means being single, married as recognized by the state of Connecticut, widowed, separated or divorced, and "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. For the purposes of this section, "Contract" does 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).

8.14 Campaign Contribution Restrictions. For all State contracts as defined in Public Act 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 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 attached hereto as Exhibit A.

8.15 Entire Agreement. This Agreement completely and fully supersedes all other understandings or agreements, both written and oral, including any term sheet or confirmation, between the Parties relating to the subject matter hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the date first set forth above.

THE UNIVERSITY OF CONNECTICUT

By: _____
Name:
Title:

By: _____
Name:
Title:

By: _____
Name:
Title:

EXHIBIT A



STATE OF CONNECTICUT
STATE ELECTIONS ENFORCEMENT COMMISSION
20 Trinity Street Hartford, Connecticut 06106–1628

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 Ban."

Definitions:

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

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

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

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

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

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

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

"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.



STATE OF CONNECTICUT
NONDISCRIMINATION CERTIFICATION – New Resolution
By Entity
For Contracts Valued at \$50,000 or More

Documentation in the form of a corporate, company, or partnership policy adopted by resolution of the board of directors, shareholders, managers, members or other governing body of a contractor that certifies the contractor complies with the nondiscrimination agreements and warranties under Connecticut General Statutes §§ 4a-60(a)(1) and 4a-60a(a)(1), as amended

INSTRUCTIONS:

For use by an entity (corporation, limited liability company, or partnership) when entering into any contract type with the State of Connecticut valued at \$50,000 or more for any year of the contract. Complete all sections of the form. Submit to the awarding State agency prior to contract execution.

CERTIFICATION OF RESOLUTION:

I, _____ , _____ , of _____ ,
Authorized Signatory Title Name of Entity

an entity duly formed and existing under the laws of _____ ,
Name of State or Commonwealth

certify that the following is a true and correct copy of a resolution adopted on the _____ day of _____ , 20____ by the governing body of _____ ,
Name of Entity

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
Name of State or Commonwealth

or revoked, and is in full force and effect.

RESOLVED: That the policies of _____ comply with the
Name of Entity
nondiscrimination agreements and warranties of Connecticut General Statutes
§§ 4a-60(a)(1) and 4a-60a(a)(1), as amended.

The undersigned has executed this certificate this _____ day of _____ , 20____ .

Authorized Signatory Date

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

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

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

CAMPAIGN CONTRIBUTION CERTIFICATION:

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



STATE OF CONNECTICUT GIFT AND CAMPAIGN CONTRIBUTION CERTIFICATION

Lawful Campaign Contributions to Candidates for Statewide Public Office:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

Lawful Campaign Contributions to Candidates for the General Assembly:

<u>Contribution Date</u>	<u>Name of Contributor</u>	<u>Recipient</u>	<u>Value</u>	<u>Description</u>

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

Printed Contractor Name

Signature of Authorized Official

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

Commissioner of the Superior Court (or Notary Public)

For State Agency Use Only

Awarding State Agency

Planning Start Date

Contract Number or Description



STATE OF CONNECTICUT
CONSULTING AGREEMENT AFFIDAVIT

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

INSTRUCTIONS:

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

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

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

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

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

Consultant's Name and Title Name of Firm (if applicable)

Start Date End Date Cost

Description of Services Provided:

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

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

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

Printed Name of Bidder or Vendor Signature of Chief Official or Individual Date
Printed Name (of above) Awarding State Agency

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

Commissioner of the Superior Court
or Notary Public

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

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 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.

<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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BIDDER CONTRACT COMPLIANCE MONITORING REPORT

PART I - Bidder Information

(Page 3)

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? 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)	Yes__ No__
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

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		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)	(Telephone)
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